

Council Meeting Agenda



ROCKY VIEW COUNTY

262075 ROCKY VIEW POINT
ROCKY VIEW COUNTY, AB
T4A 0X2

February 25, 2020

9:00 a.m.

CALL MEETING TO ORDER

UPDATES/APPROVAL OF AGENDA

A APPROVAL OF MINUTES

1. February 11, 2020 Council Meeting

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B FINANCIAL REPORTS

- None

C APPOINTMENTS/PUBLIC HEARINGS

NOTE: In accordance with the *Municipal Government Act*, the public hearings were advertised in the January 28, 2020 and February 4, 2020 editions of the Rocky View Weekly.

MORNING APPOINTMENTS 10:00 A.M.

1. Division 4 – File: PL20190171 (02315006) – Bylaw C-7981-2019 –
Redesignation Item – Ranch and Farm District to Agricultural Holdings District

Staff Report

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2. Division 4 – File: PL20190150 (03223798) – Bylaw C-7958-2019 –
Redesignation Item – Amendment to Direct Control Bylaw (DC-2)

Staff Report

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AFTERNOON APPOINTMENTS 1:30 P.M.

3. Division 9 – File: PL20190118 (08922001) – Bylaw C-7950 -2019 –
Redesignation Item – Residential Two District to Agricultural Holdings District

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4. Division 6 – File: PL20180057 (08103010) – Bylaw C-7962-2019 –
Redesignation Item – Ranch and Farm District to Ranch and Farm District
Amended

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5. Division 5 – File: PL20180134 (05303012) – Bylaw C-7963-2019 – Redesignation Item – Commercial Redesignation

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6. Division 1 – File: PL20190157 (03913077) – Bylaw C-7960-2019 – Redesignation Item – Proposed Direct Control Bylaw

Note: this item is related to item D-12

Staff Report

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D GENERAL BUSINESS

1. All Divisions – File: N/A – Rocky View County Corporate Business Plan

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2. All Divisions – File: N/A – Community Broadband Study Project Update

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3. All Divisions – File: N/A – Intermunicipal Development Plan between the Town of Irricana and Rocky View County

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4. All Divisions – File: N/A – Adoption of Intermunicipal Collaboration Framework between the Town of Irricana and Rocky View County

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5. All Divisions – File: N/A – Adoption of Intermunicipal Collaboration Framework between Kneehill County and Rocky View County

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6. All Divisions – File: N/A – Adoption of Intermunicipal Collaboration Framework between the Village of Beiseker and Rocky View County

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7. All Divisions – File: N/A – Intermunicipal Development Plan between Rocky View County and Wheatland County

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8. All Divisions – File: N/A – Community Recreation Funding Grant Program Policy C-317

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9. Division 4 – File: N/A – Langdon Recreation Grant Program Policy C-328

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10. All Divisions – File: N/A – Service Provision to Governments, Agencies, or Organizations Policy C-173

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11. Division 2 – File: 05715001 – Request to Waive the Development Permit Re-Application Interval

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12. Division 1 – File: PL20190156 (03913077) – Bragg Creek Brewery Master Site Development Plan

Note: this item is related to item C-6

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13. All Divisions – File: N/A – Rescinding Governance and Priorities Committee Terms of Reference

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14. Division 2 – File: 0194 – Local Improvement Tax Petition for Water System Upgrades – Country Lane Estates

Staff Report Page 670

15. Division 8 – File: PL20190121 (06415001) – Council Direction – Balzac East Residential Two Subdivision Condition

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16. All Divisions – File: N/A – Resolution of Support for ACP Grant Application

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17. All Divisions – File: N/A – Consideration of Notice of Motion – Councillor McKylor and Councillor Gautreau – Funding for Springbank Community Building and Funding for Future Recreational Requirements

Note: this Notice of Motion was read at the February 11, 2020 Council meeting and will be debated at the February 25, 2020 Council meeting

Original Notice of Motion

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E BYLAWS

1. All Divisions – File: N/A – Council Code of Conduct Bylaw – Third Reading of Bylaw C-8014-2020

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2. All Divisions – File: N/A – Municipal Planning Commission – Third Reading of Bylaw C-8021-2020

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3. All Divisions – File: N/A – Special Events Bylaw C-7990-2020

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4. All Divisions – File: N/A – Master Rates Bylaw C-7992-2020

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5. Division 2 – File: 5050-450 – First Reading Bylaw – Bylaw C-8015-2020 – Calalta Waterworks Ltd. Water Services Bylaw and Franchise Agreement

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6. Division 5 – File: 1015-251 – First Reading Bylaw – Bylaw C-8020-2020 – Janet Area Structure Plan Amendments

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7. Division 3 – File: PL20190140 (04702011) – First Reading Bylaw – Bylaw C-8011-2020 – Residential Redesignation

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8. Division 2 – File: PL20190173 (04734003) – First Reading Bylaw – Bylaw C-8010-2020 – Commercial Redesignation

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9. Division 5 – File: PL20190197 (06304007) – First Reading Bylaw – Bylaw C-8012-2020 – Residential Redesignation

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10. Division 1 – File: PL20190205 (04833007) – First Reading Bylaw – Bylaw C-8013-2020 – Agricultural Redesignation

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F UNFINISHED BUSINESS
- None

G COUNCILLOR REPORTS
- None

H MANAGEMENT REPORTS
- None

I NOTICES OF MOTION
- None

J SUBDIVISION APPLICATIONS
- None

K CLOSED SESSION

1. RVC2020-10

Note: this item was tabled to the February 25, 2020 Council meeting at the February 11, 2020 Council meeting

THAT Council move into closed session to consider the confidential item “Request to Lease County Land – 243208 Garden Road” pursuant to the following sections of the *Freedom of Information and Protection of Privacy Act*:

Section 24 – Advice from officials

Section 25 – Disclosure harmful to the economic or other interests of a public body

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2. RVC2020-11

THAT Council move into closed session to consider the confidential item “Request to Lease/Sell County Land – Plan 7191 JK, Parcel A (Cochrane Gravel Pit)” pursuant to the following sections of the *Freedom of Information and Protection of Privacy Act*:

Section 24 – Advice from officials

Section 25 – Disclosure harmful to the economic or other interests of a public body

3. RVC2020-12

THAT Council move into closed session to consider the confidential item “Offer to Purchase County Land – Plan 5292JK, Site A & B (Indus Pit)” pursuant to the following sections of the *Freedom of Information and Protection of Privacy Act*:

Section 24 – Advice from officials

Section 25 – Disclosure harmful to the economic or other interests of a public body

ADJOURN THE MEETING

ROCKY VIEW COUNTY
COUNCIL MEETING MINUTES
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A regular meeting of Rocky View County Council was held in the Council Chambers of the County Hall, 262075 Rocky View Point, Rocky View County, Alberta on February 11, 2020 commencing at 9:05 a.m.

Present:	Division 6	Reeve G. Boehlke
	Division 4	Deputy Reeve A. Schule
	Division 1	Councillor M. Kamachi
	Division 2	Councillor K. McKylor
	Division 3	Councillor K. Hanson
	Division 5	Councillor J. Gautreau
	Division 7	Councillor D. Henn
	Division 8	Councillor S. Wright
	Division 9	Councillor C. Kissel

Also Present:

- A. Hoggan, Chief Administrative Officer
- K. Robinson, Executive Director, Corporate Services
- B. Riemann, Executive Director, Operations
- G. Kaiser, Executive Director, Community and Business
- T. Cochran, Executive Director, Community Development Services
- C. Satink, Municipal Clerk, Municipal Clerk's Office
- D. Hafichuk, Manager, Capital Project Management
- S. Hulsman, Manager, Transportation Services
- B. Beach, Manager, Building Services
- D. Kazmierczak, Planning and Policy Supervisor Planning and Development Services
- J. Kwan, Senior Planner, Planning and Development Services
- A. Bryden, Senior Planner, Planning and Development Services
- X. Deng, Planner, Planning and Development Services
- M. Patel, Municipal Engineer, Planning and Development Services
- K. Tuff, A/Deputy Municipal Clerk, Municipal Clerk's Office
- B. Manshanden, Coordinator, Intergovernmental Affairs
- I. Smith, Parks Development Coordinator, Transportation Services

Call to Order

The Chair called the meeting to order at 9:05 a.m. with all members present.

1-20-02-11-01

Updates/Acceptance of Agenda

MOVED by Deputy Reeve Schule that the February 11, 2020 Council meeting agenda be amended as follows:

- THAT an emergent item be added regarding confidential item "Chestermere Recreation Centre" as agenda item K-5; and
- THAT emergent item E-8 be added regarding an amendment to the Municipal Planning Commission Bylaw.

Carried

MOVED by Deputy Reeve Schule that the February 11, 2020 Council meeting agenda be approved as amended.

Carried

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1-20-02-11-02

Approval of Minutes

MOVED by Councillor Henn that the January 28, 2020 Council meeting minutes be approved as presented.
Carried

1-20-02-11-03 (D-1)

All Divisions – Nose Creek Watershed Model Project – Grant Application

File: N/A

Sandi Riemersma, Environmental Biologist with Palliser Environmental Services Ltd., addressed Council on the Nose Creek Watershed Model Project.

MOVED by Deputy Reeve Schule that the Nose Creek Watershed Model Project presentation by the Nose Creek Watershed Partnership be received as information.

Carried

MOVED by Councillor Hanson that Council supports Rocky View County's involvement in the project to establish an intermunicipal decision-support system and modelling tool for the Nose Creek watershed project.

Carried

MAIN MOTION:

MOVED by Councillor Henn that Council designates the Town of Crossfield as managing partner for the "an intermunicipal decision-support system and modeling tool for the Nose Creek watershed" project ACPICG application.

AMENDING MOTION:

MOVED by Councillor Hanson that Council ~~designates~~ **supports designating** the Town of Crossfield as managing partner for the "an intermunicipal decision-support system and modeling tool for the Nose Creek watershed" project ACPICG application.

Carried

The Chair called for a vote on the main motion as amended.

MAIN MOTION AS AMENDED:

MOVED by Councillor Hanson that Council supports designating the Town of Crossfield as managing partner for the "an intermunicipal decision-support system and modeling tool for the Nose Creek watershed" project ACPICG application.

Carried

1-20-02-11-04 (D-2)

Division 4 – Boulder Creek Playground Resurfacing Project – Budget Adjustment

File: 03214103/1025-450

MOVED by Deputy Reeve Schule that the Boulder Creek Playground Resurfacing Project Budget Adjustment be approved as per Attachment 'A'.

Carried

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1-20-02-11-05 (D-3)

All Divisions – Potential Joint Assessment Review Board

File: 0194

MOVED by Councillor Henn that Council direct Administration to bring back options for a joint Assessment Review Board once Administration has concluded preliminary discussions with potential partner municipalities.
Carried

1-20-02-11-06 (D-4)

All Divisions – 2020 Road Ban Exemption for Agriculture

File: 4040-300

MOVED by Councillor Henn that the one-time Road Ban Exemption for Agriculture be endorsed by Council.

Carried

1-20-02-11-07 (D-5)

All Divisions – Building Services – 2019 Operating Highlights

File: N/A

MOVED by Councillor Gautreau that the Building Services 2019 Operating Highlights, as presented in Attachment A, be received as information.

Carried

1-20-02-11-08 (D-6)

All Divisions – Intermunicipal Development Plan between Mountain View County and Rocky View County

File: N/A

MOVED by Deputy Reeve Schule that it be resolved by Rocky View County Council that an Intermunicipal Development Plan with Mountain View County not be adopted at this time.

Carried

1-20-02-11-09 (D-7)

All Divisions – Adoption of Intermunicipal Collaboration Framework between Rocky View County and the Municipal District of Bighorn

File: N/A

MOVED by Deputy Reeve Schule that the Rocky View County and Municipal District of Bighorn Intermunicipal Collaboration Framework be approved as presented in Attachment 'A.'

Carried

The Chair called for a recess at 9:52 a.m. and called the meeting back to order at 10:02 a.m. with all previously mentioned members present.

1-20-02-11-10 (C-1)

Division 4 – Bylaw C-7961-2019 – Redesignation Item – Agricultural Holdings District to Business-Industrial Campus District

File: PL20190142 (03316012)

MOVED by Deputy Reeve Schule that the public hearing for item C-1 be opened at 10:03 a.m.

Carried

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Person(s) who presented: Paul Schneider (Applicant)

Person(s) who spoke in favour: Bart Carswell on behalf of Troy Clay Inc.

Person(s) who spoke in opposition: None

Person(s) who spoke in rebuttal: None

MOVED by Deputy Reeve Schule that the public hearing for item C-1 be closed at 10:11 a.m.

Carried

MOVED by Deputy Reeve Schule that Bylaw C-7961-2019 be given second reading.

Carried

MOVED by Deputy Reeve Schule that Bylaw C-7961-2019 be given third and final reading.

Carried

1-20-02-11-11 (C-2)

Division 5 – Bylaw C-7940-2019 – Redesignation Item – From Farmstead District to Public Services District
File: PL20180102 (03325006)

1-20-02-11-12 (D-9)

Division 5 – Pho Duc Vietnamese Buddhist Cultural Centre Master Site Development Plan
File: PL20180144 (03325006)

MOVED by Councillor Gautreau that the public hearing for item C-2 be opened at 10:12 a.m.

Carried

Person(s) who presented: Mahmood Arshad

Person(s) who spoke in favour: None

Person(s) who spoke in opposition: None

Person(s) who spoke in rebuttal: Mahmood Arshad

MOVED by Councillor Gautreau that the public hearing for item C-2 be closed at 10:32 a.m.

Carried

MOVED by Councillor Gautreau that Bylaw C-7940-2019 be given second reading.

Carried

MOVED by Councillor Gautreau that Bylaw C-7940-2019 be given third and final reading.

Carried

MOVED by Councillor Gautreau that the Pho Duc Vietnamese Buddhist Cultural Centre Master Site Development Plan be approved.

Carried

The Chair called for a recess at 10:41 am and called the meeting back to order at 10:47 a.m. with all previously mentioned members present.

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1-20-02-11-13 (D-8)

All Divisions – Cooperative Stormwater Management Initiative (CSMI) – Update

File: 1025-450/5000-540

MOVED by Deputy Reeve Schule that the Cooperative Stormwater Management Initiative report be received as information.

Carried

1-20-02-11-14 (D-10)

Division 2 – Terms of Reference – Highway 8 Area Structure Plan

File: N/A

MOVED by Councillor Gautreau that the Terms of Reference for an applicant-led Highway 8 Area Structure Plan as presented in Appendix 'C' be adopted.

Carried

1-20-02-11-15 (D-11)

All Divisions – Response to Notice of Motion – County Plan Amendments to Accommodate Developer-led Area Structure Plans

File: N/A

MOVED by Councillor Gautreau that Administration be directed to draft amendments to the County Plan to allow a development proponent to prepare a new area structure plan or amendment to an area structure plan, subject to a Council-adopted terms of reference;

AND THAT amendments to the County Plan to allow a development proponent to prepare a new area structure plan or amendment to an area structure plan be included in the current drafting of a new Municipal Development Plan.

Carried

1-20-02-11-16 (E-1)

All Divisions – Adoption of Intermunicipal Collaboration Framework between Mountain View County and Rocky View County

File: N/A

MOVED by Deputy Reeve Schule that Bylaw C-8019-2020 be given first reading.

Carried

MOVED by Councillor Gautreau that Bylaw C-8019-2020 be given second reading.

Carried

MOVED by Councillor McKylor that Bylaw C-8019-2020 be given third and final reading.

Carried

MOVED by Councillor Gautreau that the Mountain View County and Rocky View County Intermunicipal Collaboration Framework be approved as presented in Attachment 'B.'

Carried

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1-20-02-11-17 (E-2)

All Divisions – Bylaw C-8017-2020 – Amendments to the Appeal and Review Panel Bylaw
File: 0194

MOVED by Councillor Gautreau that Bylaw C-8017-2020 be given first reading.

Carried

MOVED by Councillor Henn that Bylaw C-8017-2020 be given second reading.

Carried

MOVED by Councillor Gautreau that Bylaw C-8017-2020 be considered for third reading.

Carried

MOVED by Councillor McKylor that Bylaw C-8017-2020 be given third and final reading.

Carried

1-20-02-11-18 (E-3)

All Divisions – Bylaw C-8014-2020 – Council Code of Conduct Bylaw – Complaint System
File: 0194

TABLING MOTION:

MOVED by Councillor Hanson that this item be tabled to the March 24, 2020 Council Meeting.

Defeated

MOVED by Deputy Reeve Schule that Bylaw C-8014-2020 be given first reading.

Carried

MOVED by Councillor Gautreau that Bylaw C-8014-2020 be given second reading.

Carried

MOVED by Deputy Reeve Schule that Bylaw C-8014-2020 be considered for third reading.

Defeated

The Chair called for a recess at 12:20 p.m. and called the meeting back to order at 1:01 pm with all previously mentioned members present with the exception of Councillor Hanson, Councillor Wright, and Councillor Kissel.

Councillor Hanson, Councillor Wright, and Councillor Kissel returned to the meeting at 1:02 p.m.

1-20-02-11-16 (E-1)

All Divisions – Adoption of Intermunicipal Collaboration Framework between Mountain View County and Rocky View County
File: N/A

MOVED by Deputy Reeve Schule that third and final reading of Bylaw C-8019-2020 be rescinded.

Carried

MOVED by Deputy Reeve Schule that Bylaw C-8019-2020 be considered for third reading.

Carried

MOVED by Deputy Reeve Schule that Bylaw C-8019-2020 be given third reading.

Carried

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1-20-02-11-20 (E-4)

All Divisions – Bylaw C-8006-2020 – Procedure Bylaw Amendments

File: 0194

MOVED by Deputy Reeve Schule that Bylaw C-8006-2020 be given first reading.

Carried

MOVED by Councillor Gautreau that Bylaw C-8006-2020 be given second reading.

Carried

MOVED by Deputy Reeve Schule that Bylaw C-8006-2020 be considered for third reading.

Carried

MOVED by Councillor Hanson that Bylaw C-8006-2020 be given third and final reading.

Carried

1-20-02-11-21 (E-8)

All Divisions – Bylaw C-8021-2020 – Municipal Planning Commission Bylaw Amendments

File: N/A

MOVED by Deputy Reeve Schule that Bylaw C-8021-2020 be given first reading.

Carried

MOVED by Councillor Gautreau that Bylaw C-8021-2020 be given second reading.

Carried

MOVED by Deputy Reeve Schule that Bylaw C-8021-2020 be considered for third reading.

Defeated

1-20-02-11-22 (E-5)

Division 1 – First Reading Bylaw C-8004-2020 – Ranch and Farm District to Direct Control District

File: PL20190198 (04834011)

1-20-02-11-23 (E-6)

Division 4 – First Reading Bylaw C-8003-2020 – Shepard Estates Conceptual Scheme

File: PL20190192 (03309002/001)

1-20-02-11-24 (E-7)

Division 4 – First Reading Bylaw C-8002-2020 – Residential Redesignation

File: PL20190191 (03309002/001)

MOVED by Deputy Reeve Schule that the following bylaws receive first reading:

- Bylaw C-8004-2020
- Bylaw C-8003-2020
- Bylaw C-8002-2020

Carried

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1-20-02-11-30 (I-1)

All Divisions – Notice of Motion – Councillor McKylor and Councillor Gautreau – Funding For Springbank Community Building & Funding For Future Recreational Requirements

File: N/A

WHEREAS The Springbank Community requires a community centre;

AND WHEREAS The Springbank Community Hall (circa 1905) was condemned in May of 2018;

AND WHEREAS The draft Master Recreation Plan demonstrates a need for a multi-purpose community space in the Springbank area;

AND WHEREAS The four-acre Commercial Court Municipal Reserve set aside by Councillor Brenda Goode for the Springbank Community Association will not adequately accommodate both parking and community facility;

AND WHEREAS MSI funds of \$2.2 million dollars are available for Springbank for Recreation;

AND WHEREAS The Springbank Park for All Seasons has financial requirements to allow for future growth and development, which are to be determined pending the new Recreation Master Plan;

AND WHEREAS The County has available fee simple lands which could be monetized and used for recreation and cultural purposes;

AND WHEREAS Tax Roll #5835001 located in the Town of Cochrane is available to be sold at fair market value;

THEREFORE BE IT RESOLVED THAT Administration be directed to sell Tax Roll #5835001 at fair market value and that the net proceeds as well as the Springbank MSI funds be set aside for equitable distribution towards a new Springbank Community Centre, future recreation as well as land(s) as required by either of these projects.

The Chair called a recess at 1:19 p.m. and called the meeting back to order at 1:30 p.m. with all previously mentioned members present with the exception of Councillor Henn.

1-20-02-11-05 (C-3)

Division 9 – Bylaw C-7949 -2019 – Redesignation Item – Amendment to Direct Control Bylaw (DC-96)

File: PL20190133 (07802005)

MOVED by Councillor Kissel that the public hearing for item C-3 be opened at 1:30 p.m.

Carried
Absent: Councillor Henn

Councillor Henn returned to the meeting at 1:31 p.m.

Person(s) who presented: Sean Veraart, Veraart Holdings Ltd.(Owner/Applicant)

Person(s) who spoke in favour: None

Person(s) who spoke in opposition: None

Person(s) who spoke in rebuttal: None

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MOVED by Councillor Kissel that the public hearing for item C-3 be closed at 1:41 p.m.

Carried

MOVED by Councillor Kissel that Bylaw C-7949-2019 be given second reading.

Carried

MOVED by Councillor Kissel that Bylaw C-7949-2019 be given third and final reading.

Carried

1-20-02-11-06 (C-4)

Division 5 – Bylaw C-7953 -2019 – Redesignation Item – Residential from R-2 to R-1

File: PL20190092 (05333083)

MOVED by Councillor Gautreau that the public hearing for item C-4 be opened at 1:43 p.m.

Carried

Person(s) who presented: None

Person(s) who spoke in favour: None

Person(s) who spoke in opposition: Neil MacDonald

Person(s) who spoke in rebuttal: None

MOVED by Councillor Gautreau that the public hearing for item C-4 be closed at 2:07 p.m.

Carried

MOVED by Councillor Gautreau that application PL20190092 be refused.

Carried

1-20-02-11-25 (K-1)

All Divisions – Confidential Closed Session Item – Cochrane Gravel Pit Lease Request

File: RVC2020-04

MOVED by Councillor McKylor that Council move into closed session at 2:12 p.m. to consider the confidential item “Cochrane Gravel Pit Lease Request” pursuant to the following sections of the *Freedom of Information and Protection of Privacy Act*:

- Section 24 – Advice from officials
- Section 25 – Disclosure harmful to the economic or other interests of a public body

Carried

Council held the closed session for confidential item K-1 with the following people in attendance:

Rocky View County: A. Hoggan, Chief Administrative Officer
K. Robinson, Executive Director, Corporate Services
B. Riemann, Executive Director, Operations
G. Kaiser, Executive Director, Community and Business
T. Cochran, Executive Director, Community Development Services

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MOVED by Councillor McKylor that Council move into open session at 2:26 p.m.

Carried

TABLING MOTION:

MOVED by Councillor McKylor that item K-1 be tabled to the February 25, 2020 Council meeting.

Carried

1-20-02-11-26 (K-2)

All Divisions – Confidential Closed Session Item – IAFF Contract Negotiations

File: RVC2020-07

1-20-02-11-27 (K-3)

All Divisions – Confidential Closed Session Item – Request from Alberta Transportation

File: RVC2020-08

1-20-02-11-28 (K-4)

All Divisions – Confidential Closed Session Item – Release of Legal Opinion

File: RVC2020-09

1-20-02-11-29 (K-5)

All Divisions – Confidential Closed Session Item – Chestermere Recreation Centre

File: RVC2020-03

MOVED by Deputy Reeve Schule that Council move into closed session at 2:28 p.m. to consider the following items under the following sections of the *Freedom of Information and Protection of Privacy Act*:

K-2 – IAFF Contract Negotiation

- Section 24 – Advice from officials
- Section 25 – Disclosure harmful to the economic or other interests of a public body

K-3 – Request from Alberta Transportation

- Section 24 – Advice from officials
- Section 25 – Disclosure harmful to the economic or other interests of a public body

K-4 – Release of Legal Opinion

- Section 24 – Advice from officials
- Section 27 – Privileged information

K-5 – Land Sale - Letter of Intent

- Section 24 – Advice from officials
- Section 25 – Disclosure harmful to the economic or other interests of a public body

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Council held the closed session for confidential item K-2 with the following people in attendance:

Rocky View County: A. Hoggan, Chief Administrative Officer
K. Robinson, Executive Director, Corporate Services
B. Riemann, Executive Director, Operations
G. Kaiser, Executive Director, Community and Business
T. Cochran, Executive Director, Community Development Services
R. Smith, Manager, Fire Services
L. Habke, A/Manager, Employee Relations
B. Bateman, Supervisor Treasury, Financial Services

Council held the closed session for confidential item K-3 with the following people in attendance:

Rocky View County: A. Hoggan, Chief Administrative Officer
K. Robinson, Executive Director, Corporate Services
B. Riemann, Executive Director, Operations
G. Kaiser, Executive Director, Community and Business
T. Cochran, Executive Director, Community Development Services
A. Zaluski, Manager, Intergovernmental Affairs

Council held the closed session for confidential item K-4 with the following people in attendance:

Rocky View County: A. Hoggan, Chief Administrative Officer
K. Robinson, Executive Director, Corporate Services
G. Kaiser, Executive Director, Community and Business
T. Cochran, Executive Director, Community Development Services

Council held the closed session for confidential item K-5 with the following people in attendance:

Rocky View County: A. Hoggan, Chief Administrative Officer
K. Robinson, Executive Director, Corporate Services
B. Riemann, Executive Director, Operations
G. Kaiser, Executive Director, Community and Business
T. Cochran, Executive Director, Community Development Services

MOVED by Deputy Reeve Schule that Council move into open session at 3:59 p.m.

Carried

1-20-02-11-26 (K-2)

All Divisions – Confidential Closed Session Item – IAFF Contract Negotiations

File: RVC2020-07

MOVED by Councillor McKylor that Council approve the 2018 Collective Agreement between Rocky View County and the International Association of Fire Fighters Local 4794 and that Council approve the budget adjustment as presented in Appendix “C”.

Carried

ROCKY VIEW COUNTY
COUNCIL MEETING MINUTES
February 11, 2020

Page 12

1-20-02-11-28 (K-4)

All Divisions – Confidential Closed Session Item – Release of Legal Opinion

File: RVC2020-09

MOVED by Councillor Henn that:

WHEREAS the County obtained a legal opinion regarding the disqualification of Councillor Wright due to her failure to pay property taxes for 2018 and 2019, totaling \$10,572.27 (the “Legal Opinion”).

WHEREAS Councillor Wright’s lawyer has requested a copy of the Legal Opinion.

IT IS HEREBY MOVED that Council directs the CAO to instruct the County’s lawyer to provide Councillor Wright’s lawyer with a copy of the Legal Opinion on trust conditions as determined to be appropriate by the County’s lawyer.

Carried

1-20-02-11-29 (K-5)

All Divisions – Confidential Closed Session Item – Chestermere Recreation Centre

File: RVC2020-03

MOVED by Councillor Kissel that Administration be directed to request that the City of Chestermere amend their Letter of Intent, presented on January 28, 2020, to reflect a March 31, 2020 expiry date.

Carried

Adjournment

MOVED by Deputy Reeve Schule that the February 11, 2020 Council meeting be adjourned at 4:02 p.m.

Carried

Reeve or Deputy Reeve

Chief Administrative Officer or Designate



PLANNING AND DEVELOPMENT SERVICES

TO:	Council	
DATE:	February 25, 2020	DIVISION: 4
TIME:	Morning Appointment	
FILE:	02315006	APPLICATION: PL20190171
SUBJECT:	Redesignation Item – Ranch and Farm District to Agricultural Holdings District	

POLICY DIRECTION:

The application was evaluated against the policies of the Interim Growth Plan, County Plan and the Land Use Bylaw.

EXECUTIVE SUMMARY:

The purpose of this application is to redesignate a portion of the land from Ranch and Farm District to Agricultural Holdings District in order to create two ± 20.11 acre parcels with a ± 109.77 acre remainder.

Council gave first reading to Bylaw C-7981-2019 on January 14, 2020.

The following is a summary of the application assessment:

- The proposal is consistent with Agricultural policies within the County Plan.
- The proposal meets the intent of the Agricultural Holdings District of the Land Use Bylaw.
- The proposed development would not have adverse impacts on adjacent lands.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

DATE APPLICATION RECEIVED:	November 12, 2019
DATE DEEMED COMPLETE:	December 4, 2019

PROPOSAL:	To redesignate a portion of the land from Ranch and Farm District to Agricultural Holdings District in order to create two ± 20.11 acre parcels with a ± 109.77 acre remainder.
LEGAL DESCRIPTION:	Portion of NW-15-22-28-W04M
GENERAL LOCATION:	Located approximately 2.5 miles south of Highway 22X and immediately west of Range Road 282.
APPLICANT:	Larry Marshall
OWNERS:	James Marshall
EXISTING LAND USE DESIGNATION:	Ranch and Farm District (RF)
PROPOSED LAND USE DESIGNATION:	Agricultural Holdings District (AH)
GROSS AREA:	± 149.99 acres

Administration Resources
Xin Deng and Prabh Sodhi, Planning and Development Services

**SOILS (C.L.I. from A.R.C.):**

1 1 – A portion of the land contains soil with no significant limitations for crop production

3W, I 60 3T40 – A portion of the land contains soil with moderate limitations for crop production due to excessive wetness/poor drainage, flooding, adverse topography.

PUBLIC & AGENCY SUBMISSIONS:

The application was circulated to 17 landowners in the area, with 10 letters of support received. The application was also circulated to a number of internal and external agencies. Those responses are available in Appendix 'A'.

HISTORY:**May 2, 2000**

Redesignation and Subdivision application 2000-RV-020 was approved to redesignate a portion of the land from Ranch and Farm District to Farmstead District, in order to create a ± 10 acre parcel with ± 150 acre remainder. The subdivision was registered in Plan 0111376 in 2001. The ± 150 acre remainder land is the subject land in this case.

BACKGROUND:

The property has historically been used for farming operations, and the Applicant has indicated the intention to operate new agricultural enterprises on the subject lands. It is proposed that one of the 20 acre new parcels would be used for a new riding arena, with the other used for raising cattle.

The subject land is located in a predominantly agricultural area, with some isolated Farmstead parcels, Agricultural Holdings parcels, Ranch and Farm Two parcels and Residential Three parcels.

POLICY ANALYSIS:County Plan

The County Plan provides general policies to guide agricultural, residential, and business development within the County. Section 8 of the County Plan provides policies for evaluation of agricultural proposals. The submitted redesignation proposal was specifically assessed against Policy 8.18 of the County Plan, relating to new and distinct agricultural uses, and was found to be in accordance with that policy.

Land Use Bylaw

The intent of Agricultural Holdings District is to provide for a range of parcel sizes for agricultural uses. This district recognizes the emerging trends towards new agricultural uses which may be successfully developed on smaller parcels of land. The proposal meets the parcel size requirements of the Agricultural Holdings District within the Land Use Bylaw.

CONCLUSION:

Administration determined that the proposal is consistent with the relevant plans. The proposed development is consistent with Agricultural policies within the County Plan, and meets the requirement of the Agricultural Holdings District. Therefore, Administration recommends approval in accordance with Option #1.



OPTIONS:

- Option #1: Motion #1 THAT Bylaw C-7981-2019 be given second reading.
 Motion #2 THAT Bylaw C-7981-2019 be given third and final reading.
- Option #2: THAT application PL20190171 be refused.

Respectfully submitted,

Concurrence,

“Theresa Cochran”

Executive Director
Community Development Services

“Al Hoggan”

Chief Administrative Officer

XD/llt

APPENDICES:

- APPENDIX ‘A’: Application Referrals
APPENDIX ‘B’: Bylaw C-7981-2019 and Schedule A
APPENDIX ‘C’: Map Set
APPENDIX ‘D’: Adjacent Landowner Letters



APPENDIX A: APPLICATION REFERRALS

AGENCY	COMMENTS
<i>Rocky View County Boards and Committees</i>	
ASB Farm Members and Agricultural Fieldman	The components of the proposal appear to be acceptable operations as the land will continue to be used for agricultural purposes. The proposed new and distinct agricultural operations, the riding arena and livestock operation, can be carried out under the current land use designation.
<i>Internal Departments</i>	
Planning & Development Services - Engineering	<p>General:</p> <ul style="list-style-type: none"> • The review of this file is based upon the application submitted. These conditions/recommendations may be subject to change to ensure best practices and procedures. • As per the application, the applicant is proposing to redesignate a portion of the land from Ranch and Farm District (RF) to Agricultural Holdings District (AH), in order to create two ± 8.14 hectare (± 20.11 acre) parcels with a ± 44.42 hectare (± 109.77 acre) remainder. <p>Geotechnical:</p> <ul style="list-style-type: none"> • Engineering has no requirements at this time as no changes to current ground conditions are proposed. <p>Transportation:</p> <ul style="list-style-type: none"> • As per GIS review, no current approaches to the proposed Lots 1 and 2 and the remainder exist at this time. Access can be provided via approaches off Range Rd 282 as all proposed lots have road frontage. • As a condition of future subdivision, applicant/owner shall construct road approaches for the proposed Lots 1, 2 and the remainder as per county servicing standards. • As a condition of future subdivision, the applicant shall be required to provide payment of the Transportation Offsite Levy on 3.0 acres of each of the proposed Lots 1 & 2 (6.0 acres total) in accordance to applicable TOL bylaw at the time of subdivision. <p>Sanitary/Waste Water:</p> <ul style="list-style-type: none"> • As a condition of future subdivision, the applicant is required to demonstrate servicing, in accordance with all municipal requirements and consistent with all applicable legislation, on the proposed Lots 1 and 2 as per county servicing standards.



AGENCY	COMMENTS
Transportation	<ul style="list-style-type: none"> At the time of future subdivision, the applicant is required to provide a Level 1 PSTS assessment in accordance with county servicing standards for the proposed Lots 1 and 2. <p>Water Supply And Waterworks:</p> <ul style="list-style-type: none"> As a condition of future subdivision, the applicant is required to demonstrate servicing, in accordance with all municipal requirements and consistent with all applicable legislation, on the proposed Lots 1 and 2 as per county servicing standards. <p>Storm Water Management:</p> <ul style="list-style-type: none"> Given the size of the proposed parcels and low density of the area, a storm water management plan is not warranted at this time. <p>Environmental:</p> <ul style="list-style-type: none"> Based on GIS review, wetlands are appear to be present on the proposed Lots 1, 2 and the remainder. No disturbance is proposed at this time. <p>Transportation Services has the following recommendations / advisories / comments regarding this application:</p> <ul style="list-style-type: none"> Applicant to confirm access to development / subdivided lots.

Circulation date: November 25, 2019 – December 16, 2019

Agencies that did not respond, expressed no concerns, or were not required for distribution, are not listed.



BYLAW C-7981-2019

A Bylaw of Rocky View County to amend Land Use Bylaw C-4841-97

The Council of Rocky View County enacts as follows:

PART 1 - TITLE

This Bylaw shall be known as Bylaw C-7981-2019.

PART 2 - DEFINITIONS

In this Bylaw, the definitions and terms shall have the meanings given to them in Land Use Bylaw C-4841-97 and the *Municipal Government Act*.

PART 3 - EFFECT OF BYLAW

THAT Part 5, Land Use Map No.23 of Bylaw C-4841-97 be amended by redesignating a portion of NE-15-22-28-W04M from Ranch and Farm District (RF) to Agricultural Holdings District (AH), as shown on the attached Schedule 'A' forming part of this Bylaw.

THAT A portion of NE-15-22-28-W04M, is hereby redesignated to Agricultural Holdings District (AH), as shown on the attached Schedule 'A' forming part of this Bylaw.

PART 4 - TRANSITIONAL

Bylaw C-7981-2019 comes into force when it receives third reading, and is signed by the Reeve/Deputy Reeve and the CAO or Designate, as per the *Municipal Government Act*.

Division: 4

File: 02315006/ PL20190171

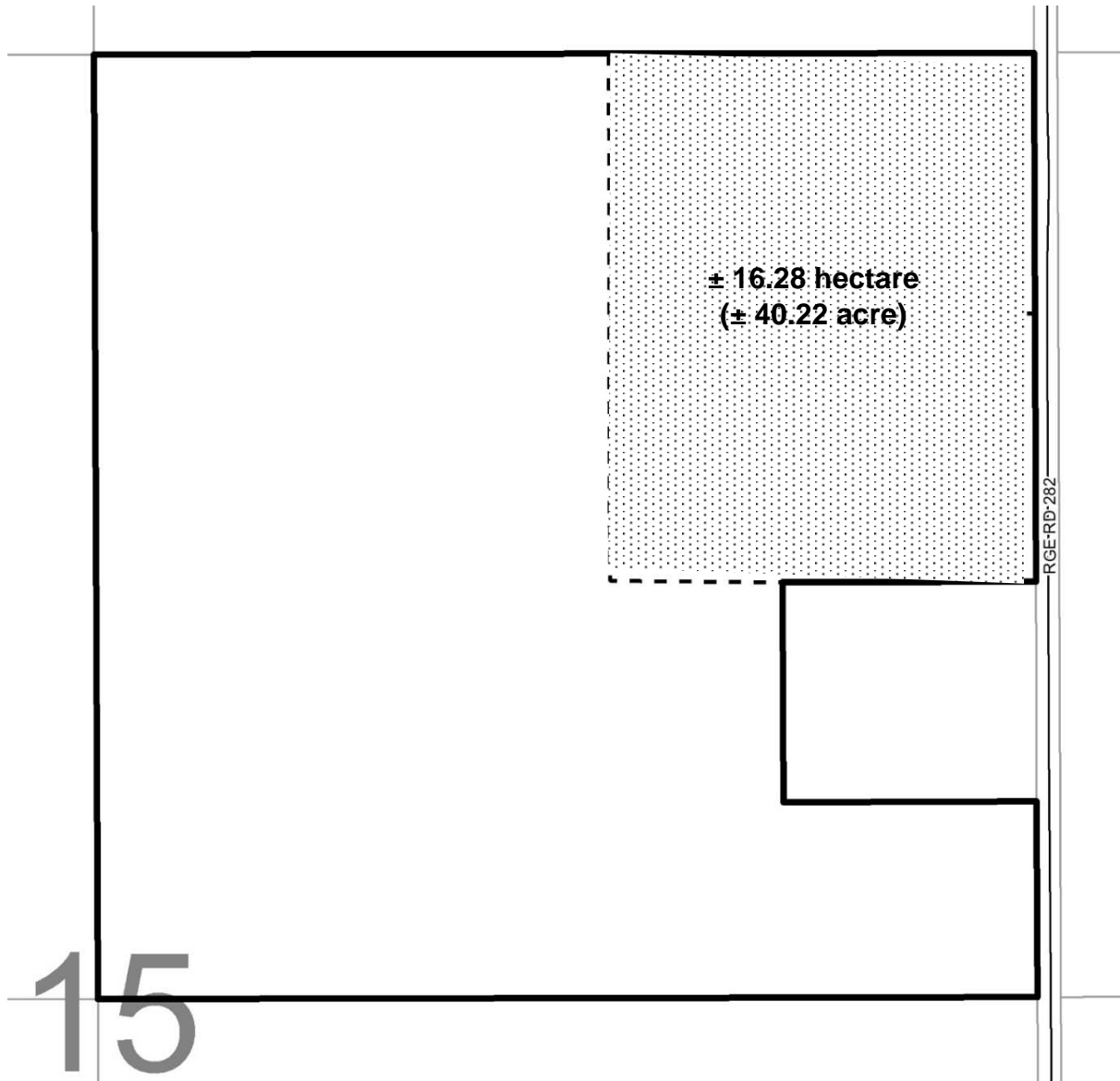
READ A FIRST TIME IN COUNCIL this	14 th	day of	January	, 2020
<i>PUBLIC HEARING WAS HELD IN COUNCIL this</i>		day of		, 2020
READ A SECOND TIME IN COUNCIL this		day of		, 2020
READ A THIRD TIME IN COUNCIL this		day of		, 2020

Reeve

CAO or Designate

Date Bylaw Signed

SCHEDULE "A"

BYLAW: C-7981-2019

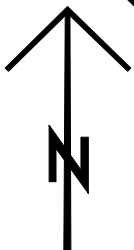
AMENDMENT

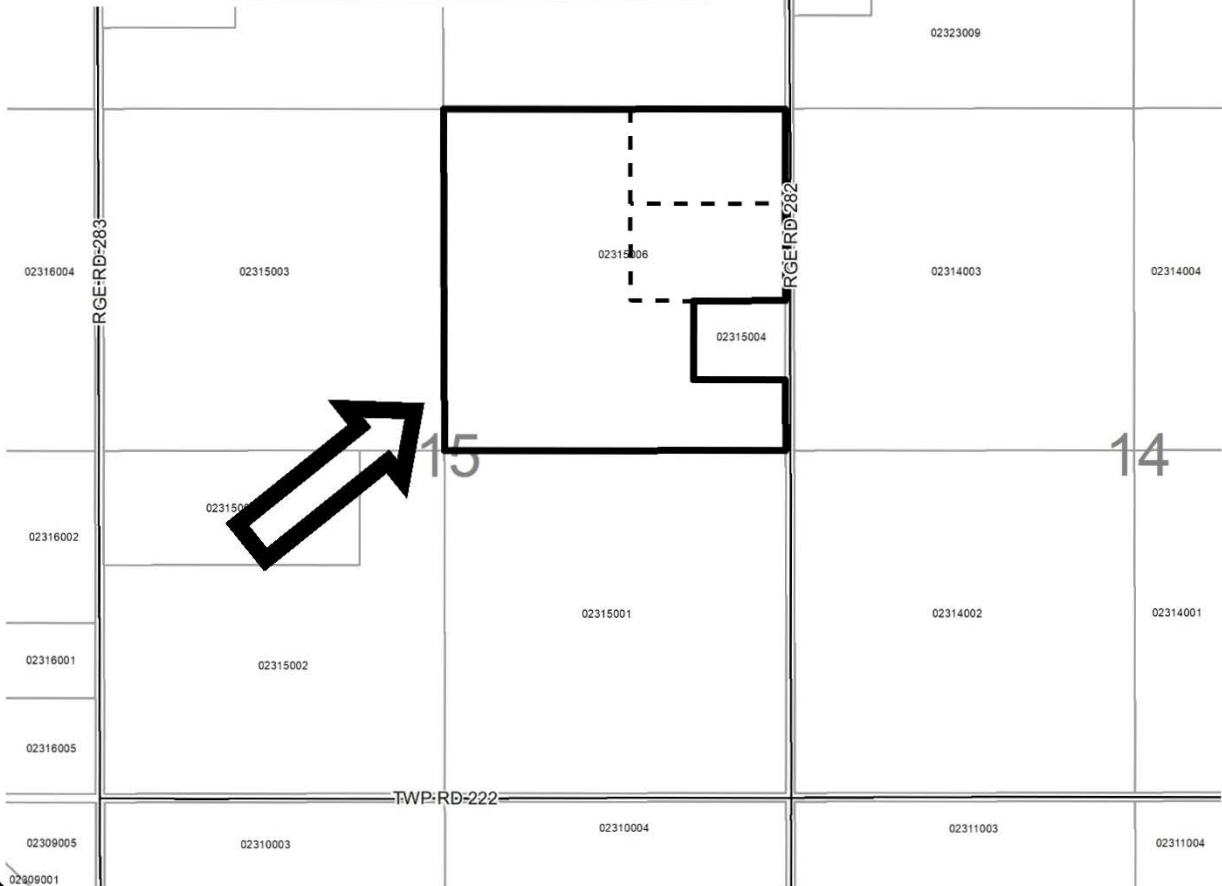
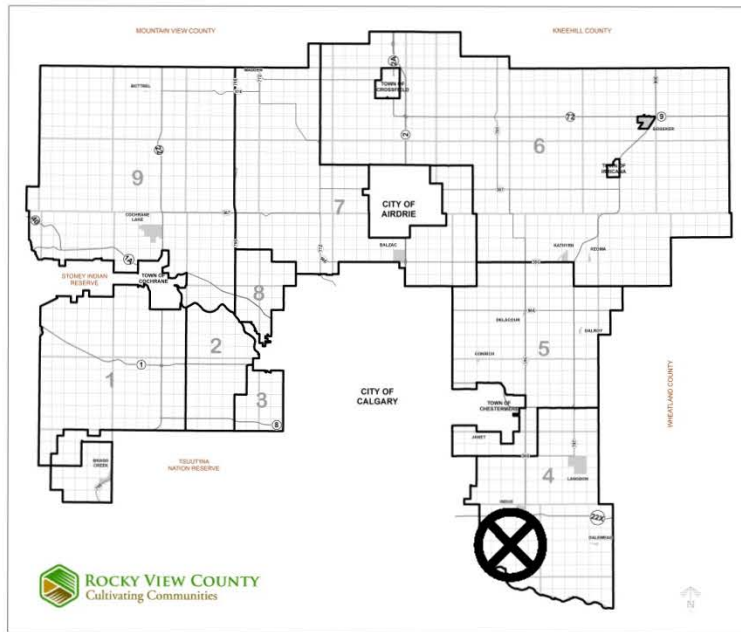
FROM Ranch and Farm District TO Agricultural Holdings District

Subject Land _____

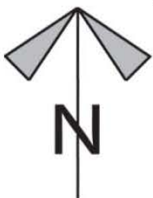
LEGAL DESCRIPTION: A Portion of NE-15-22-28-W04MFILE: PL20190171- 02315006

DIVISION: 04

ROCKY VIEW COUNTY
Cultivating Communities



LOCATION PLAN



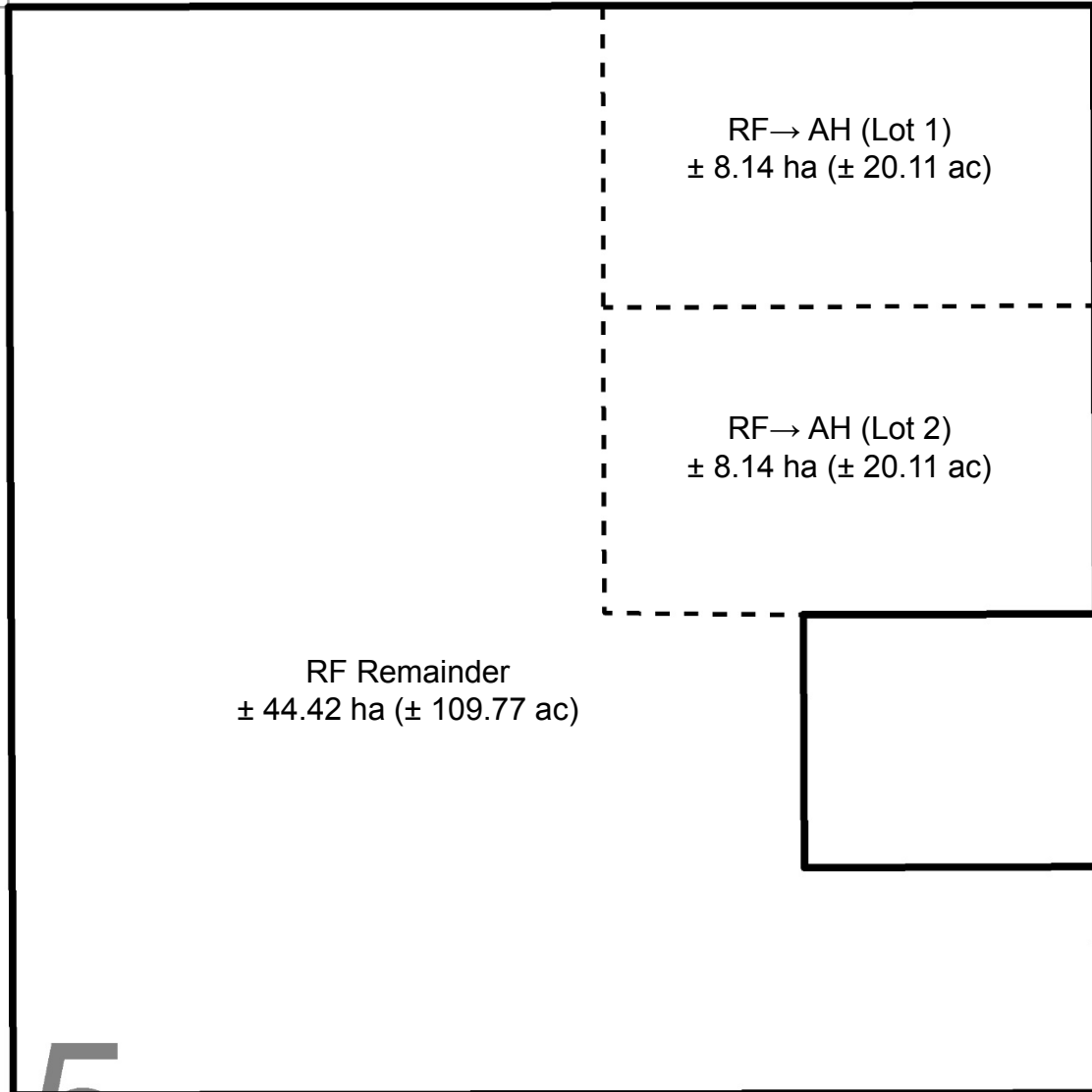
NE-15-22-28-W04M

Date: Nov 20, 2019

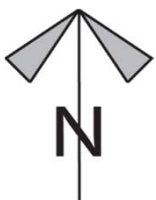
Division # 4

File: PL20190171 - 02315006

Redesignation Proposal: To redesignate a portion of the land from Ranch and Farm District (RF) to Agricultural Holdings District (AH), in order to create two ± 8.14 hectare (± 20.11 acre) parcels with a ± 44.42 hectare (± 109.77 acre) remainder.



DEVELOPMENT PROPOSAL

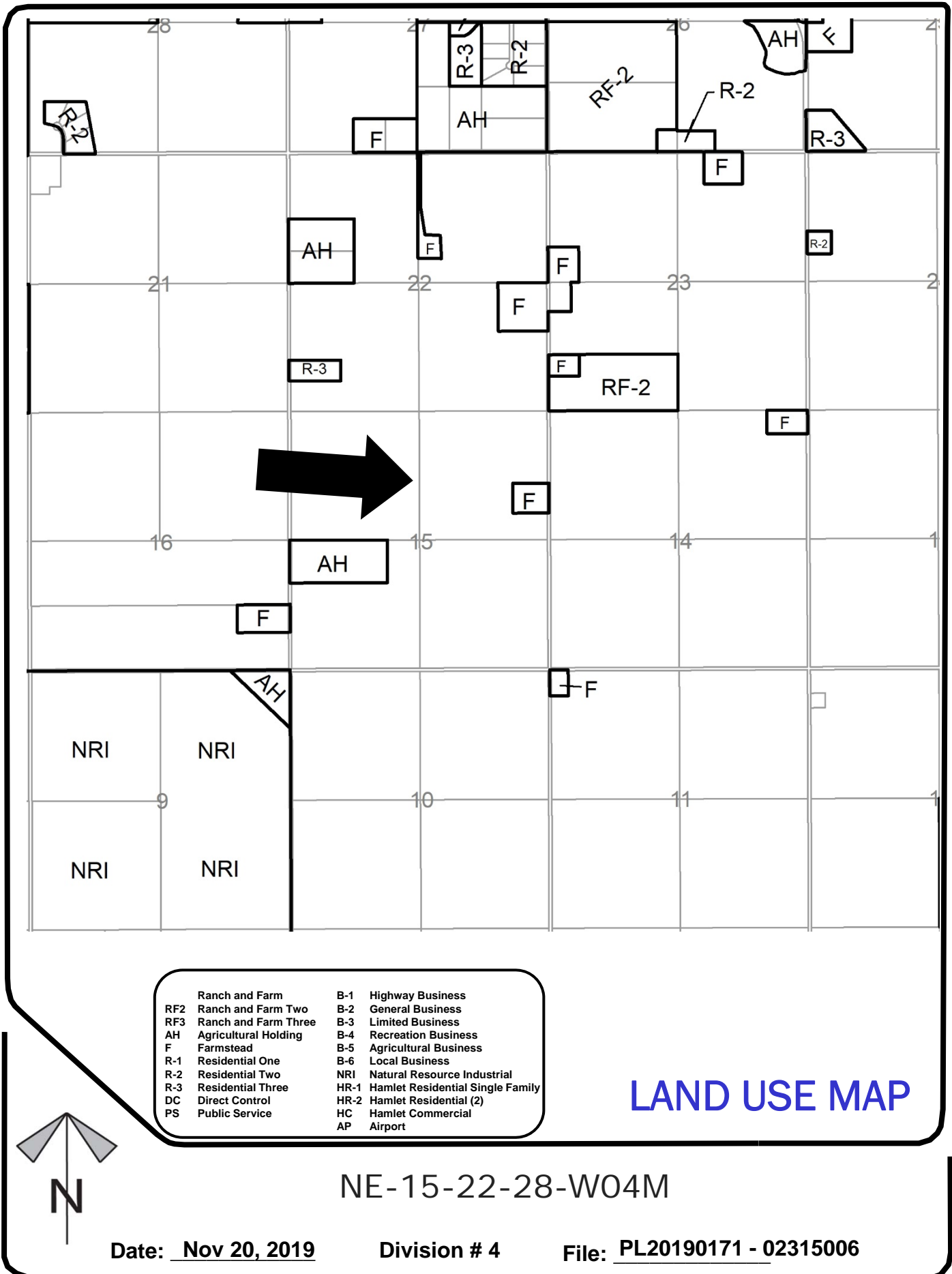


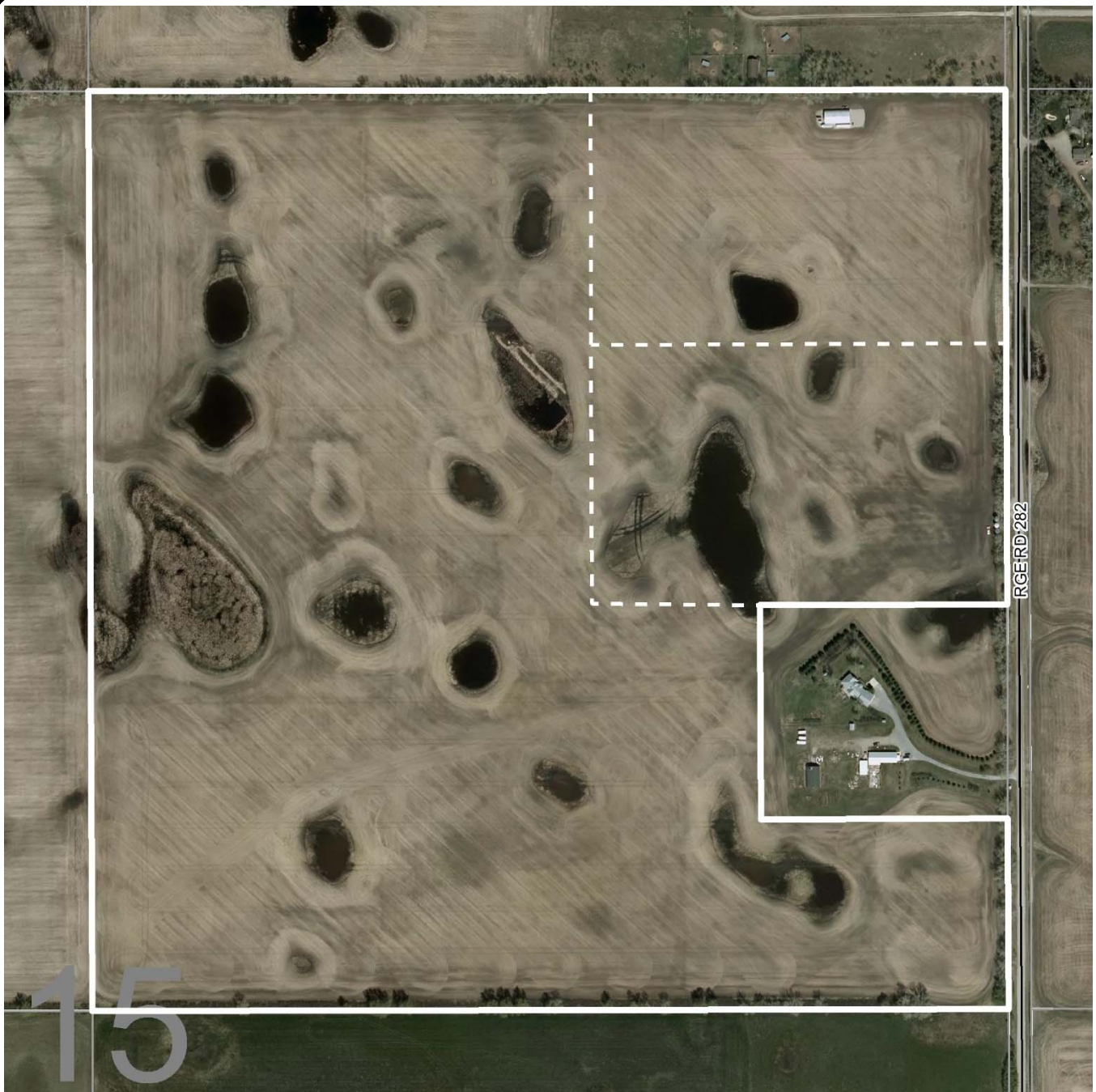
NE-15-22-28-W04M

Date: Nov 20, 2019

Division # 4

File: PL20190171 - 02315006

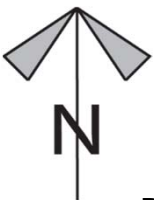




Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

AIR PHOTO

Spring 2018



NE-15-22-28-W04M

Date: Nov 20, 2019

Division # 4

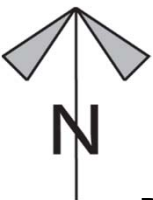
File: PL20190171 - 02315006



Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

TOPOGRAPHY

Contour Interval 2 M

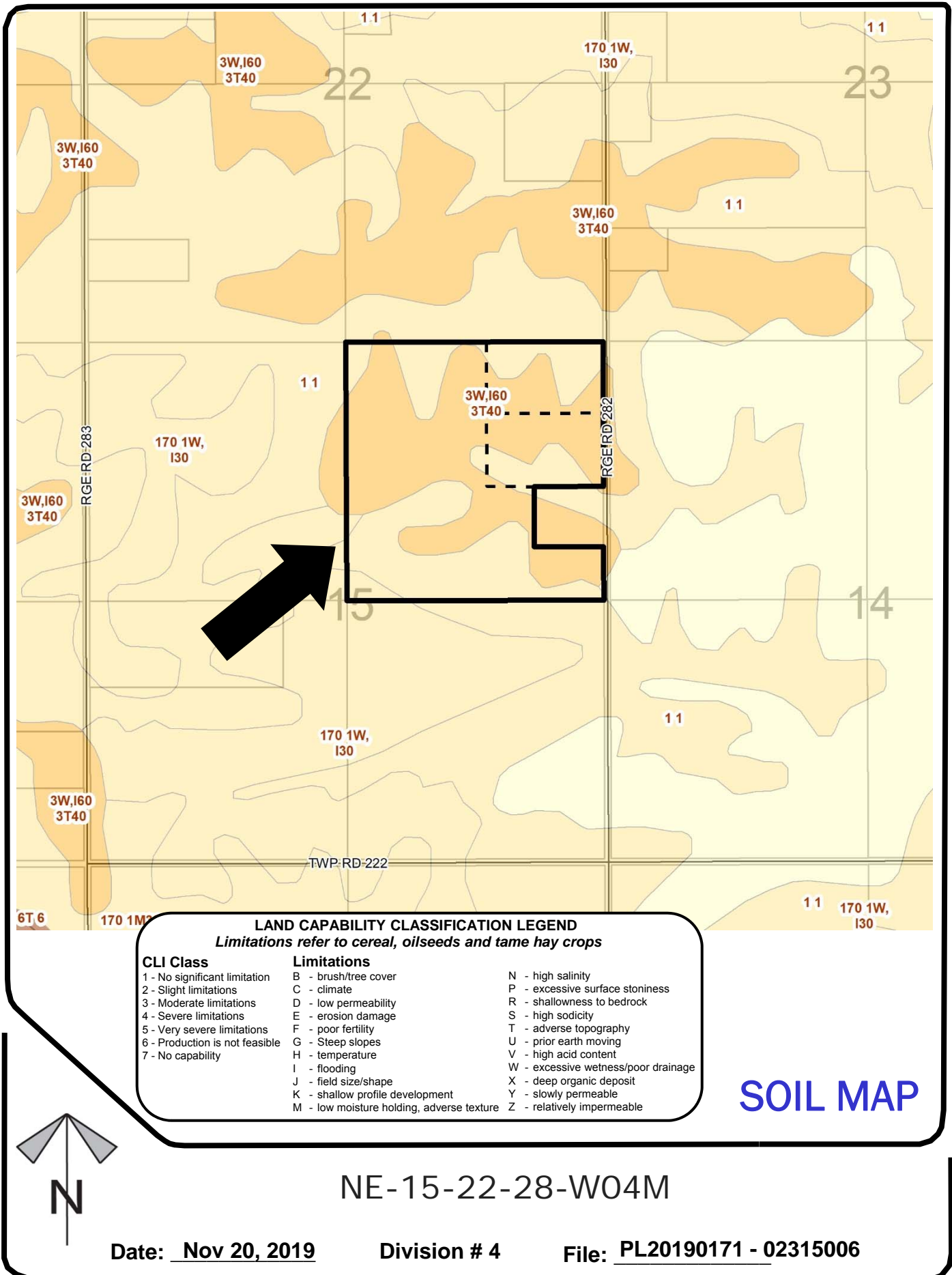


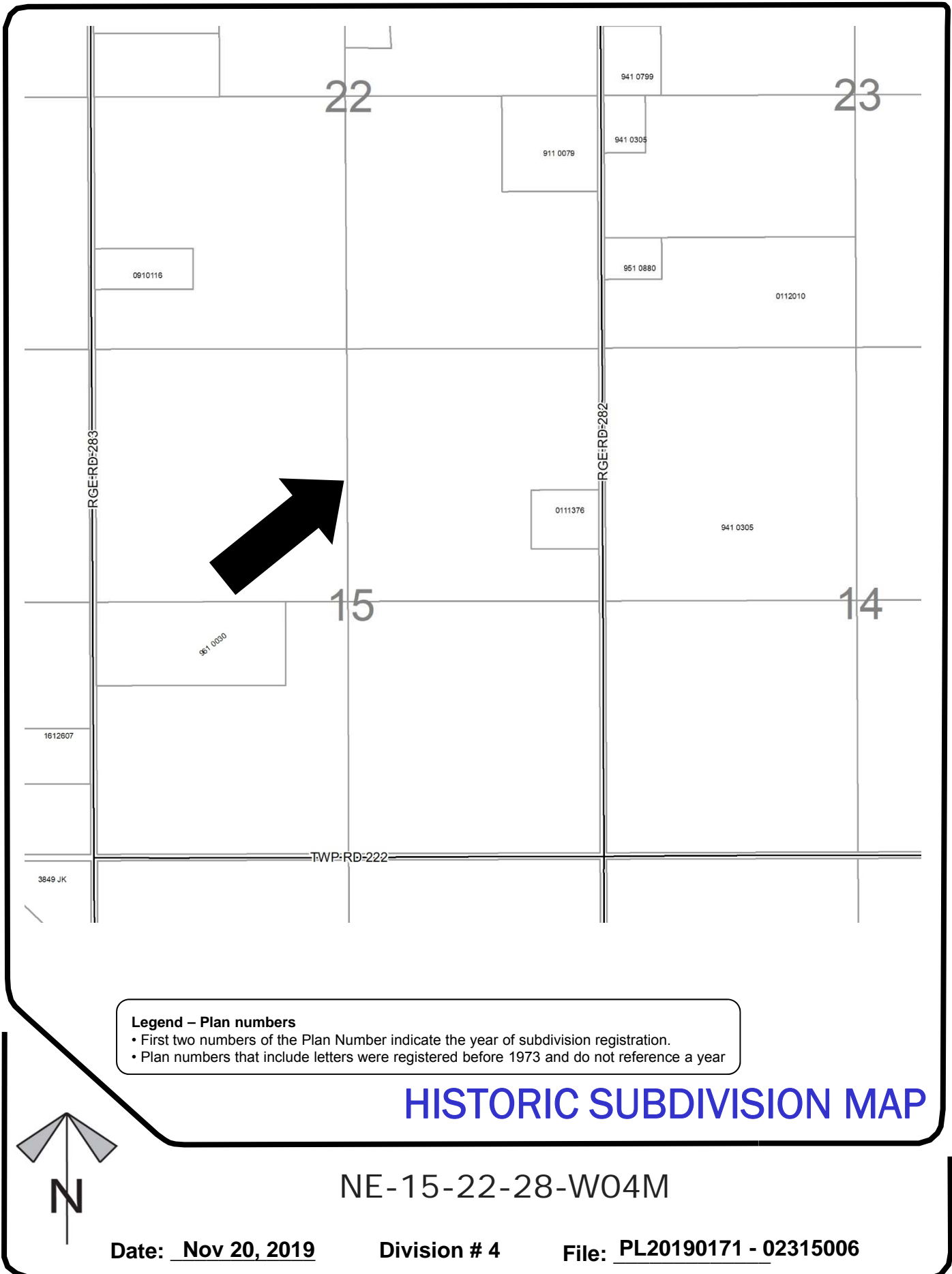
NE-15-22-28-W04M

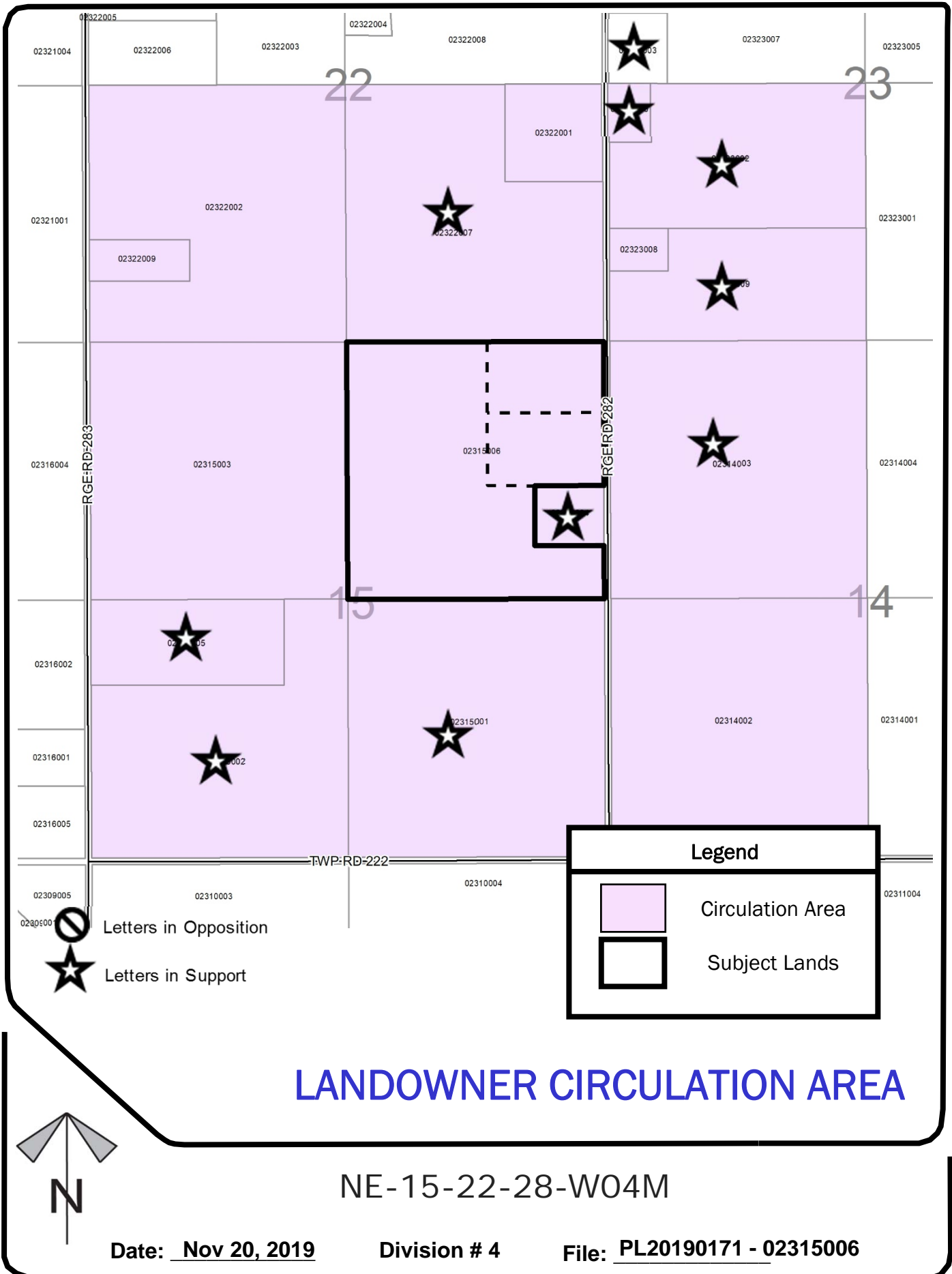
Date: Nov 20, 2019

Division # 4

File: PL20190171 - 02315006







Sharon Munro

NAME OF LANDOWNER

222 250 Range Road 282, Rocky View, AB, T1X 0J3

ADDRESS

November 2, 2019

DATE

M.D of Rocky View No.44
911 – 32nd Avenue NE
Calgary, AB
Fax: 403-277-5977

To Whom it May Concern:

Re: Land Use Redesignation & Subdivision Affecting NE ¼ 15-22-28 W4M

I am adjacent to, or in the immediate vicinity of the land subject to the application and am aware of the proposed redesignation & Subdivision plan. I have reviewed the application and I have no objection to it.

Thank you.

Regards,

Sharon Munro

Signature

S. ZWARUN management Ltd.

NAME OF LANDOWNER

223013 R.R. 282, Rocky View, AB T1X 0J2

ADDRESS

Nov 6/19

DATE

M.D of Rocky View No.44
911 – 32nd Avenue NE
Calgary, AB
Fax: 403-277-5977

To Whom it May Concern:

Re: Land Use Redesignation & Subdivision Affecting NE ¼ 15-22-28 W4M

I am adjacent to, or in the immediate vicinity of the land subject to the application and am aware of the proposed redesignation & Subdivision plan. I have reviewed the application and I have no objection to it.

Thank you.

Regards,

Suzanne Zwarun, president, S. ZWARUN mgnt. Ltd

Signature

MARK & TAMMY WOOD

NAME OF LANDOWNER

222161 Banks RD 282, Rocky View AB T1X 0J5

ADDRESS

OCTOBER 27, 2019

DATE

Block 1 P-111376
NE-15-22-28-04

M.D of Rocky View No.44
911 – 32nd Avenue NE
Calgary, AB
Fax: 403-277-5977

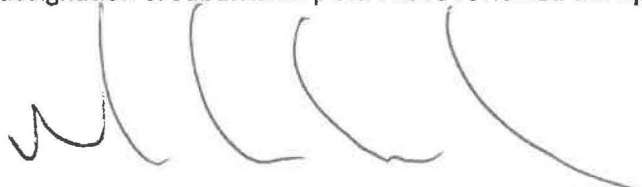
To Whom it May Concern:

Re: Land Use Redesignation & Subdivision Affecting NE ¼ 15-22-28 W4M

I am adjacent to, or in the immediate vicinity of the land subject to the application and am aware of the proposed redesignation & Subdivision plan. I have reviewed the application and I have no objection to it.

Thank you.

Regards,



Signature

Sylvia Busslinger
NAME OF LANDOWNER

SW 15-22-28-W4
ADDRESS

Nov 11/19
DATE

M.D of Rocky View No.44
911 – 32nd Avenue NE
Calgary, AB
Fax: 403-277-5977

To Whom it May Concern:

Re: Land Use Redesignation & Subdivision Affecting NE ¼ 15-22-28 W4M

I am adjacent to, or in the immediate vicinity of the land subject to the application and am aware of the proposed redesignation & Subdivision plan. I have reviewed the application and I have no objection to it.

Thank you.

Regards,

Sylvia Busslinger
Signature

Keith & Susan McMurray

NAME OF LANDOWNER

222124 Rge Rd 283, Rocky View, AB T1X0J3

ADDRESS

Nov 11/19

DATE

M.D of Rocky View No.44
911 – 32nd Avenue NE
Calgary, AB
Fax: 403-277-5977

To Whom it May Concern:

Re: Land Use Redesignation & Subdivision Affecting NE ¼ 15-22-28 W4M

I am adjacent to, or in the immediate vicinity of the land subject to the application and am aware of the proposed redesignation & Subdivision plan. I have reviewed the application and I have no objection to it.

Thank you.

Regards,

Signature

Susan McMurray

PRO LANDSCAPING LTD. Owner: SW 1/4 23 22 28 W4 E # 223066

NAME OF LANDOWNER

5411 - LAKEVIEW DRIVE S.W. CALGARY, AB, T3E5S2

ADDRESS

October 29, 2019

DATE

M.D of Rocky View No.44
911 - 32nd Avenue NE
Calgary, AB
Fax: 403-277-5977


To Whom it May Concern:

Re: Land Use Redesignation & Subdivision Affecting NE ¼ 15-22-28 W4M

I am adjacent to, or in the immediate vicinity of the land subject to the application and am aware of the proposed redesignation & Subdivision plan. I have reviewed the application and I have no objection to it.

Thank you.

Regards,



PIERRE A. PLOTKINS, President,

Signature

PRO LANDSCAPING LTD.

Leone Zelisko
NAME OF LANDOWNER
223122 Range Road 282 Rocky View, AB
ADDRESS
Oct 27, 2019
DATE

M.D of Rocky View No.44
911 – 32nd Avenue NE
Calgary, AB
Fax: 403-277-5977

To Whom it May Concern:

Re: Land Use Redesignation & Subdivision Affecting NE ¼ 15-22-28 W4M

I am adjacent to, or in the immediate vicinity of the land subject to the application and am aware of the proposed redesignation & Subdivision plan. I have reviewed the application and I have no objection to it.

Thank you.

Regards,


Signature

NATHAN KNOX

NAME OF LANDOWNER

223156 RINKER RD. 282

ADDRESS

19-11-01

DATE

M.D of Rocky View No.44
911 – 32nd Avenue NE
Calgary, AB
Fax: 403-277-5977

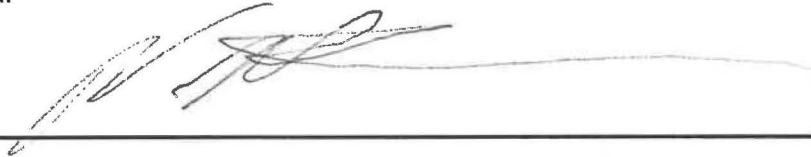
To Whom it May Concern:

Re: Land Use Redesignation & Subdivision Affecting NE ¼ 15-22-28 W4M

I am adjacent to, or in the immediate vicinity of the land subject to the application and am aware of the proposed redesignation & Subdivision plan. I have reviewed the application and I have no objection to it.

Thank you.

Regards,



Signature

Graham & Michelle Harmonson

NAME OF LANDOWNER

222039 Rge Rd 282 Rocky View AB

ADDRESS

Oct 27, 19

DATE

M.D of Rocky View No.44
911 – 32nd Avenue NE
Calgary, AB
Fax: 403-277-5977

To Whom it May Concern:

Re: Land Use Redesignation & Subdivision Affecting NE ¼ 15-22-28 W4M

I am adjacent to, or in the immediate vicinity of the land subject to the application and am aware of the proposed redesignation & Subdivision plan. I have reviewed the application and I have no objection to it.

Thank you.

Regards,

M. Harmonson

Signature

STEVE MINDO

NAME OF LANDOWNER

223018 RANGE ROAD 282

ADDRESS

Nov. 12 2019

DATE

M.D of Rocky View No.44
911 – 32nd Avenue NE
Calgary, AB
Fax: 403-277-5977

To Whom it May Concern:

Re: Land Use Redesignation & Subdivision Affecting NE ¼ 15-22-28 W4M

I am adjacent to, or in the immediate vicinity of the land subject to the application and am aware of the proposed redesignation & Subdivision plan. I have reviewed the application and I have no objection to it.

Thank you.

Regards,



Signature



PLANNING AND DEVELOPMENT SERVICES

TO:	Council	
DATE:	February 25, 2020	DIVISION: 4
TIME:	Morning Appointment	
FILE:	03223798	APPLICATION: PL20190150
SUBJECT:	Redesignation Item – Amendment to Direct Control Bylaw (DC-2)	

POLICY DIRECTION:

The application was evaluated against the policies of the Interim Growth Plan, County Plan, Langdon Area Structure Plan, Direct Control Bylaw (DC-2) and the Land Use Bylaw.

EXECUTIVE SUMMARY:

The purpose of this application is to amend Direct Control Bylaw (DC-2), in order to include "Cannabis Retail Store" as a discretionary use for the commercial area.

Council gave first reading to Bylaw C-7958-2019 on December 10, 2019.

The following is a summary of the application assessment:

- The proposal is consistent with Hamlet Business Area policies of the County Plan;
- The proposal is consistent with Highway Commercial policies of the Langdon Area Structure Plan;
- The proposal meets the intent of Direct Control Bylaw (DC-2);
- However, the proposal does not meet the setback requirement defined in the Land Use Bylaw, as there is a dental clinic and a day care within the 150 m setback from the property. In addition, approval of a cannabis retail store would limit future development potential of any new health care services, child care services and schools within the required setbacks.

ADMINISTRATION RECOMMENDATION:

Administration recommends refusal in accordance with Option #2.

DATE APPLICATION RECEIVED:	October 16, 2019
DATE DEEMED COMPLETE:	October 16, 2019

PROPOSAL:	To amend Direct Control Bylaw (DC-2), in order to include a "Cannabis Retail Store" as a discretionary use for the commercial area
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LEGAL DESCRIPTION:	Lot Unit 15, Plan 0711729, NW-23-23-27-W04M
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GENERAL LOCATION:	Located in the hamlet of Langdon, approximately 200 meters east of Center Street and immediately south of Township Road 234.
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APPLICANT:	Jaspal Lall
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OWNERS:	Jaswinder Lall
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EXISTING LAND USE DESIGNATION:	Direct Control District 2 (DC-2)
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Administration Resources
Xin Deng and Prabh Sodhi, Planning and Development Services



PROPOSED LAND USE DESIGNATION: Direct Control District 2 (DC-2) amended

GROSS AREA: ± 0.02 acres

SOILS (C.L.I. from A.R.C.): **Class 3M,D,H70 7W, N30** – The subject land contains soil with moderate limitations for crop operation due to low moisture holding, adverse texture, low permeability, temperature, excessive wetness/poor drainage and high salinity.

PUBLIC & AGENCY SUBMISSIONS:

The application was circulated to 906 landowners in the area, and four letters in opposition were received. The application was also circulated to a number of internal and external agencies. Those responses are available in Appendix 'A'.

HISTORY:

June 2, 1998 Council approved redesignation and subdivision application 1997-RV-068 to redesignate the land from Hamlet Direct Control District to Direct Control District (amended) to allow broader commercial uses, and create seven bare land condominium lots ranging in size from ± 0.37 acres to ± 1.46 acres.

BACKGROUND:

The lands are located in a commercial area comprising general commercial uses such as a gas bar, retail store, a restaurant, and personal services.

The subject land is one of the retail stores, which is operated as an electronics installation and services store. The Applicant proposes to change the entire store to a cannabis retail store.

POLICY ANALYSIS:

The application was evaluated in accordance with the Interim Growth Plan, the County Plan, the Langdon Area Structure Plan, Direct Control Bylaw (DC-2), and the Land Use Bylaw.

County Plan

The County Plan identifies the hamlet of Langdon as a full service hamlet with a hamlet business area. Section 14 Business Development encourages new businesses in the identified business areas and supports a range of well-designed business development.

Langdon Area Structure Plan

The land falls within the Highway Commercial area of the Langdon Area Structure Plan. The purpose of the Highway Commercial Area is to provide a range of services to hamlet residents and the travelling public and to create a welcoming gateway. The proposed new business would increase the variety of commercial uses in the area if it were regulated in accordance with applicable policies. The proposed amendment would not affect the proposed servicing, landscaping, screening and sidewalk connectivity.

Direct Control Bylaw (DC-2)

The purpose and intent of this Bylaw is to provide for a commercial development for the establishment of business offices and the retail sales of goods and services. The amendment to DC-2 to add Cannabis Retail Store as a new discretionary use is therefore consistent with the intent of the Direct Control Bylaw.



Land Use Bylaw

Section 20.10 of the Land Use Bylaw provides detailed regulations on cannabis retail stores, specifying 150m setbacks for this use from Health Care Sites and School Sites.

It is noted that there is a Dental Clinic (considered to be a Health Care Site) and a Day Care (considered to be a School Site) within the 150 m setbacks from the property. The Dental Clinic is located approximately \pm 40 meters west of the subject land, and the Day Care is located approximately \pm 80 meters southwest of the subject land. These business have been operating since 2014 and 2013 respectively.

CONCLUSION:

Administration evaluated this application based on the applicable policies. The proposal meets Hamlet Business Area policies of the County Plan, Highway Commercial policies of the Langdon Area Structure Plan, and the intent of Direct Control Bylaw (DC-2). However, the proposal does not meet the setback requirements defined in the Land Use Bylaw. Therefore, Administration recommends refusal in accordance with Option #2.

OPTIONS:

- Option #1: Motion #1 THAT Bylaw C-7958-2019 be given second reading.
 Motion #2 THAT Bylaw C-7958-2019 be given third and final reading.
- Option #2: THAT application PL20190150 be refused.

Respectfully submitted,

Concurrence,

"Theresa Cochran"

"Al Hoggan"

Executive Director
Community Development Services

Chief Administrative Officer

XD/llt

APPENDICES:

- APPENDIX 'A': Application Referrals
APPENDIX 'B': Bylaw C-7958-2019 and Schedule A
APPENDIX 'C': Proposed Amendments to DC-2 (redline version)
APPENDIX 'D': Map Set
APPENDIX 'E': Adjacent Landowner Letters



APPENDIX A: APPLICATION REFERRALS

AGENCY	COMMENTS
Alberta Transportation	<p>In reviewing the application, the proposed bylaw amendment falls within the control distance of a provincial highway as outlined in the Highways Development and Protection Act / Regulation. The proposed amendment, however, will not cause any concern for ongoing highway operation or future highway expansion.</p> <p>In addition, Pursuant to Section 25(3)(c) of the Highways Development and Protection Regulation, Alberta Transportation will issue an exemption from the permit requirements to the applicant for the amendment and future development listed above.</p>
Planning and Development Services – Engineering	<p>General:</p> <ul style="list-style-type: none"> The review of this file is based upon the application submitted. These conditions/recommendations may be subject to change to ensure best practices and procedures. As per the application, the applicant is proposing to amend Direct Control Bylaw 2, in order to include “Cannabis Retail Store” as a discretionary use in the commercial area. <p>Geotechnical:</p> <ul style="list-style-type: none"> No changes to the ground conditions are proposed by the applicant; therefore, Engineering has no requirements at this time. <p>Transportation:</p> <ul style="list-style-type: none"> This amendment to the Direct Control Bylaw 2 is not anticipated to significantly increase the volume of traffic beyond existing conditions; therefore, Engineering has no requirements at this time. <p>Sanitary/Waste Water:</p> <ul style="list-style-type: none"> No changes are proposed to the existing Sanitary / Wastewater services. <p>Water Supply And Waterworks:</p> <ul style="list-style-type: none"> No changes are proposed to the existing Water services. <p>Storm Water Management:</p> <ul style="list-style-type: none"> No changes are proposed to the existing Storm Water drainage. Engineering has no requirements at this time.
Solid Waste Management	The applicant should follow provincial guide for cannabis waste management.

Circulation Period: October 18, 2019 – November 8, 2019

Agencies that did not respond, expressed no concerns, or were not required for distribution, are not listed.

**BYLAW C-7958-2019****A Bylaw of Rocky View County to amend Direct Control Bylaw C-4873-98**

The Council of Rocky View County enacts as follows:

PART 1 - TITLE

This Bylaw shall be known as Bylaw C-7958-2019.

PART 2 - DEFINITIONS

In this Bylaw, the definitions and terms shall have the meanings given to them in Land Use Bylaw C-4841-97, Bylaw C-4873-98, and the *Municipal Government Act*.

PART 3 - EFFECT OF BYLAW

THAT Bylaw C-4873-98 is hereby amended to Sections 4.3, as shown on the attached Schedule 'A' forming part of this Bylaw.

PART 4 - TRANSITIONAL

Bylaw C-7958-2019 comes into force when it receives third reading, and is signed by the Reeve/Deputy Reeve and the CAO or Designate, as per the *Municipal Government Act*.

Division: 04
File: 03223798 / PL20190150

READ A FIRST TIME IN COUNCIL this	10 th	day of	December	, 2019
<i>PUBLIC HEARING WAS HELD IN COUNCIL this</i>		day of		, 2020
READ A SECOND TIME IN COUNCIL this		day of		, 2020
READ A THIRD TIME IN COUNCIL this		day of		, 2020

Reeve

CAO or Designate

Date Bylaw Signed

SCHEDULE 'A'
FORMING PART OF BYLAW C-7958-2019

Schedule of textual amendments to Direct Control Bylaw C-4873-98 (DC-2):

Amendment #1:

Amend Section 4.3 to include new clause 4.3.11:

4.3.11 Cannabis Retail Store

ROCKY VIEW COUNTY
DIRECT CONTROL BYLAW C-4873-98

DC-002

OFFICE CONSOLIDATION

This document has been consolidated for convenience only. A copy of the original Bylaw and all amending Bylaws can be obtained from Rocky View County. This office consolidation comprises of the following Bylaw(s).

Bylaw	Amendment Type	Date of Approval
C-4873-98	Original Bylaw	June 2, 1998
C-6110-2005	Amendments to Sections 4.3.10 & 4.10.12	September 6, 2005
C-7945-2019	Amendments to Sections 4.4.1, 4.5.5, 4.10.11	January 14, 2020
C-7958-2019	Amendment to Section 4.3	February XX, 2020

ROCKY VIEW COUNTY
DIRECT CONTROL BYLAW C-4873-98

DC-002

DIRECT CONTROL BYLAW REGULATIONS

1. That Section 7.3.0; Land Use Map No.'s 32 and 32-1 of Bylaw C-1725-84 be amended by redesignating Lot 1, Block 5, Plan 9611759 in the NW-23-23-27-W4M from Hamlet Direct Control District to Direct Control District, as shown on the attached Schedule "A" forming part of this Bylaw.
2. That all lands within Lot 1, Block 5, Plan 9611759 in the NW-23-23-27-W4M are hereby redesignated to Direct Control District as shown on the attached Schedule "A" forming part of this Bylaw.
3. That the Development Officer shall be responsible for the issuance of Development Permit(s) for the lands subject to this Bylaw.
4. That the Land Use Rules of the Direct Control District be as follows:

4.1 Purpose and Intent

The purpose and intent of this District is to provide for a commercial development for the establishment of business offices and the retail sales of goods and services.

4.2 List of Permitted Uses

4.2.1 Landscaping

4.2.2 Fascia Signs associated with the principal use

4.3 List of Discretionary Uses

4.3.1 Business Offices

4.3.2 Personal Service Stores

4.3.3 Retail Stores

4.3.4 Free Standing Signs associated with the principal use

4.3.5 Restaurants or Eating Establishments

4.3.6 Service Stations and Gas Bars

4.3.7 Drinking Establishment

4.3.8 Liquor Stores

4.3.9 Accessory Buildings associated with the principal use

4.3.10 Car Wash, Self Service (C-6110-2005)

4.3.11 **Cannabis Retail Store** (C-7958-2019)

ROCKY VIEW COUNTY
DIRECT CONTROL BYLAW C-4873-98

DC-002

4.4 General Land Use Regulations

- 4.4.1 Parts One, Two, and Three of Land Use Bylaw C-4841-97, as amended, are applicable unless otherwise stated in this Bylaw. (C-7945-2019)
- 4.4.2 The Development Officer shall consider and decide on applications for Development Permits for those uses which are listed as "Permitted Uses" and "Discretionary Uses" by this bylaw provided the provisions of Section 4.0 herein are completed in form and substance satisfactory to the Municipality.
- 4.4.3 All development of the Lands shall be in accordance with plans and specifications as approved by the Municipality pursuant to a Development Permit issued for the lands.
- 4.4.4 The Municipality may, through a Development Permit(s) or Development Agreement(s) required by this Bylaw, specify any development regulation, criteria or condition necessary to ensure all subdivision and development on the Lands conform with the development proposals upon which this bylaw is based as determined by and to the satisfaction of the Municipality;
- 4.4.5 Development Permits and/or Development Agreements shall be required for the development hereof and each Development Permit shall provide that:
- a) no stripping, excavation or construction on any of the Lands shall occur until an appropriate irrevocable Letter of Credit acceptable in form and substance to the Municipality has been deposited with the Municipality; and,
 - b) no occupancy of any building shall occur until the construction of any required utilities required to serve the development have been completed or secured to the specification satisfactory to the Municipality.
- 4.4.6 No occupancy of the Lands for any use shall be permitted, no Development Permits or Building Permits for commercial use shall be issued by the Development Officer for the Lands until:
- a) the Developer has prepared and submitted to the Municipality a Construction Management Plan in form and substance satisfactory to the Municipality;
 - b) all necessary licenses, permits and approvals have been received from Alberta Environmental Protection and the Municipal District of Rocky View with respect to a piped surface water supply and

ROCKY VIEW COUNTY
DIRECT CONTROL BYLAW C-4873-98

DC-002

distribution system and a sewage collection and disposal system to service the Lands;

- c) a Lot Owner's association has been legally established by the Developer and a Restrictive Covenant confirming that each owner holding an interest in the Lands will be a member of the Association and that said Association is responsible for all on-site and sewage disposal, water collection, water distribution and treatment facilities and appurtenances thereto, the perpetual handling of waste and storm water disposal within the Development Area. The Restrictive Covenant shall be in form and substance satisfactory to the Municipality, and be executed by the Developer and registered against title to the Lands prior to any registered financial encumbrances and registered concurrently with the Plan of Survey;
- d) the Developer has prepared, at his sole expense, and the Municipality has approved, architectural guidelines and elevation drawings for the development, including but not limited to such things as the design, character and appearance of buildings and detailed landscaping requirements; and,
- e) solid perimeter fencing, a minimum of 2 metres (6.56 feet) high, shall be constructed (or fully secured) around the entire boundary of the area contained within this bylaw which is adjacent to a residential land use.

4.4.7 The Developer shall register by way of Restrictive Covenant the aforementioned architectural control guidelines on every new lot concurrent with the registration of the Bareland Plan of Survey.

4.4.8 All Development shall be serviced by a Sanitary Sewer line which shall be connected to the Langdon Sanitary Sewer System to the satisfaction of the Municipality.

4.5 Minimum Requirements

4.5.1 Area of an individual bareland condominium lot:

- a) 0.35 acres (0.142 hectares) - Gas Bars
- b) 0.46 acres (0.186 hectares) - Service Stations
- c) 0.50 acres (0.202 hectares) - all other uses

4.5.2 Front Yard:

- a) 49.21 feet (15 metres)

ROCKY VIEW COUNTY
DIRECT CONTROL BYLAW C-4873-98

DC-002

4.5.3 Side Yard:

- a) none required where another condominium lot in the bylaw area is adjacent and is on the adjoining boundary.
- b) 19.68 feet (6 metres)

4.5.4 Rear Yard:

- a) 19.68 feet (6 metres)

4.5.5 Parking

- a) 3.5 parking spaces per 100 square metres (1,076.4 square feet) gross floor area of all buildings. (C-7945-2019)

4.6 Maximum Requirements

4.6.1 Height of Buildings:

- a) principal buildings: 10 m (32.81 feet)

4.6.2 Height shall be measured from the average elevation of the finished ground level adjoining the exterior walls of a building to the highest point of a building.

4.6.3 Building Coverage:

- a) principal and accessory buildings: 25% of the lot

4.6.4 Maximum number of free standing Signs: 1

4.7 Development Standards

4.7.1 Site Planning

- a) A Storm Water Management Plan for the entire site shall be prepared by a qualified professional at the Developer's sole expense to the satisfaction of the Municipality, and such plan shall be consistent with all other approved storm water plans previously approved for the site, and shall be completed prior to the approval of any Development Permit.

ROCKY VIEW COUNTY
DIRECT CONTROL BYLAW C-4873-98

DC-002

- b) Site grading and drainage plans for each condominium lot shall be prepared to the satisfaction of the Municipality and approved prior to any development commencing on the site.
- c) Parking requirements shall be considered in aggregate for the entire bylaw area, such that all lots collectively will have to meet the minimum parking requirements. A Joint Use Agreement for Parking and Access is to be part of the Condominium Bylaws.

4.7.2 Landscaping and Controlled Appearance

- a) Landscaping shall be carried out in accordance with a Landscaping Plan approved by the Development Officer.
- b) Mature trees on the site are to be protected and incorporated into the Landscaping Plan.
- c) The Landscaping Plan shall illustrate the location of vegetation, which is to remain undisturbed and any new vegetation to be planted. Wherever possible, indigenous tree, shrub and plant species shall be used.
- d) All areas of the lands not otherwise used for building, parking, storage, loading and vehicle movement shall be landscaped in accordance with the Landscape Plan and such Landscape Plan shall be a condition of a Development Permit.
- e) Landscaping shall include the planting of grasses, shrubs and trees and shall be continuously maintained, including replacement of any deceased trees, shrubs or plants by the end of the next growing season.
- f) Irrigation and maintenance shall be detailed in the Landscape Plan and defined in the Development Permit.

4.7.3 Architectural Control

The design, character and appearance of any buildings, structures or signs proposed to be erected or located on the property must be approved by the Municipality in accordance with the approved aforementioned Architectural Guidelines.

ROCKY VIEW COUNTY
DIRECT CONTROL BYLAW C-4873-98

DC-002

4.8 Refuse Control

Garbage and waste material on and around the site shall at all times be stored in weatherproof and animal-proof containers which shall be screened from view from all adjacent properties and public thoroughfares.

4.9 Fire Protection

Fire protection measures shall be provided in accordance with the Alberta Fire Code and included in a Development Permit.

4.10 Definitions

4.10.1 **Building** - includes anything constructed or placed on, in, over, or under land but does not include a highway or public roadway.

4.10.2 **Business Offices** - means a portion or portions of a building where services of a professional nature are offered for sale, such as but not limited to legal, financial and medical services for example.

4.10.3 **Construction Management Plan** - means a program that details site management of all construction activity that may include, but is not limited to the management of construction debris and dust.

4.10.4 **Developer** - means a person or corporation who/which is responsible for any undertaking that requires a Permit or action pursuant to this bylaw.

4.10.5 **Development** - means:

- i) an excavation or stockpile and the creation of either of them,
- ii) a building or an addition to or replacement or repair of a building and the construction or placing in, on, over or under land of any of them,
- iii) a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building, or
- iv) a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely

ROCKY VIEW COUNTY
DIRECT CONTROL BYLAW C-4873-98

DC-002

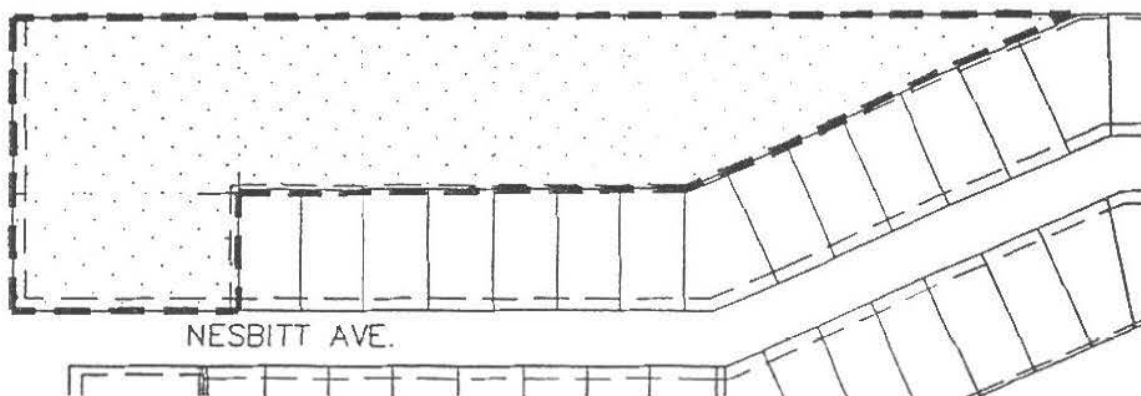
to result in a change in the intensity of use of the land or building.

- 4.10.6 **Drinking Establishment** - means an establishment, licensed by the Alberta Liquor Control Board, in which alcoholic beverages are served for a fee for consumption on the premises, and any preparation or serving of food is accessory thereto, and includes a licensed lounge that is ancillary to a restaurant
- 4.10.7 **Personal Service Stores** - means a portion or portions of a building where services are offered for sale to individuals, which services may include but are not limited to health, beauty and laundry services, for example.
- 4.10.8 **Professional Engineer** - is a professional engineer who is a member in good standing of the Association of Professional Engineers, Geologists, and Geophysicists of Alberta (A.P.E.G.G.A.).
- 4.10.9 **Retail Stores** - means a portion or portions of a building where merchandise is offered for sale to individuals, which may include but is not limited to convenience stores, for example.
- 4.10.10 **The Lands** - means the lands as shown on Schedule "A" attached hereto.
- 4.10.11 Terms not defined above have the same meaning as defined in Section 8 Definitions of Land Use Bylaw C-4841-97. (C-7945-2019)
- 4.10.12 **Car Wash, Self Service** – means a place or business with coin-operated facilities used primarily for the cleaning, washing, polishing, or waxing of motor vehicles. (C-6110-2005)
- 5.0 Implementation
- 5.1 The Bylaw comes into effect upon the date of its third reading.

ROCKY VIEW COUNTY
DIRECT CONTROL BYLAW C-4873-98
SCHEDULE "A"

DC-002

DC-2

BYLAW: C-4873-98

AMENDMENT

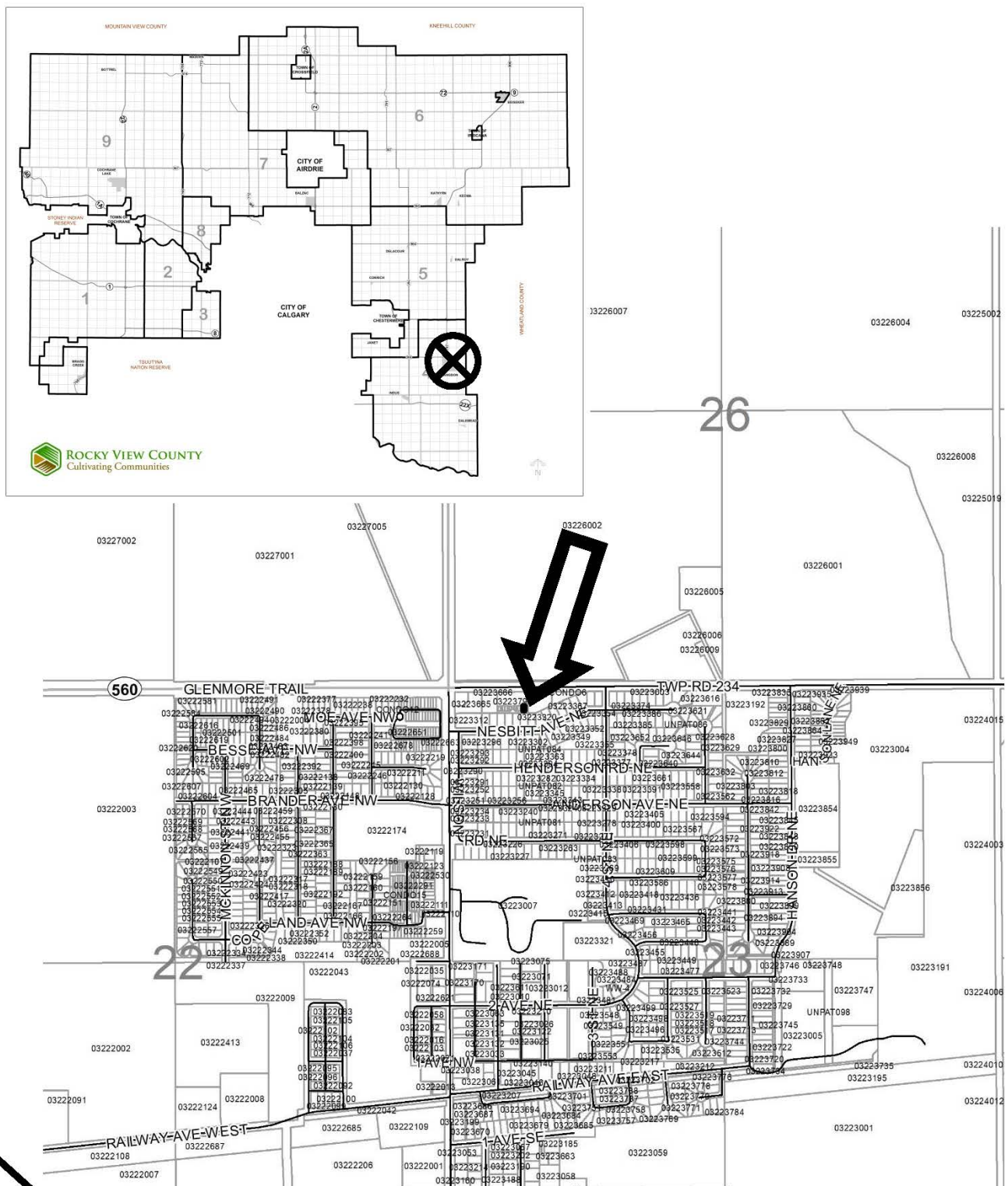
FROM Hamlet Direct Control District TO Direct Control District (amended)

SUBJECT LAND - - - - -

LEGAL DESCRIPTION: Lot 1, Block 5, Plan 9611759
NW-23-23-27-W4M

FILE: 3223312

AGENDA



LOCATION PLAN

N

Lot UNIT 15, Plan 0711729, NW-23-23-27-W04M

Date: Oct 17, 2019

Division # 4

File: PL20190150 - 03223798

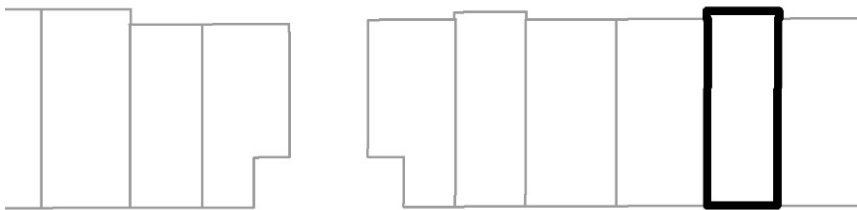
Proposal: To amend Direct Control Bylaw 2, in order to include "Cannabis Retail Store" as a discretionary use for the commercial area.

Township Road 234

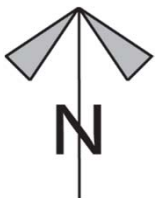
4.3 List of Discretionary Uses

- 4.3.1 Business Offices
- 4.3.2 Personal Service stores
- 4.3.3 Retail Stores
- 4.3.4 Free standing Signs associated with the principal use
- 4.3.5 Restaurants or Eating Establishments
- 4.3.6 Service Stations and Gas bars
- 4.3.7 Drinking Establishment
- 4.3.8 Liquor Stores
- 4.3.9 Accessory buildings associated with the principal use
- 4.3.10 Car Wash, Self Service (C-6110-2005)

4.3.11 Cannabis Retail Store



DEVELOPMENT PROPOSAL



Lot UNIT 15, Plan 0711729, NW-23-23-27-W04M

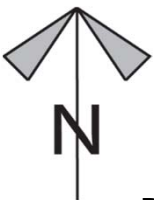
Date: Oct 17, 2019

Division # 4

File: PL20190150 - 03223798



150 m setback from the property

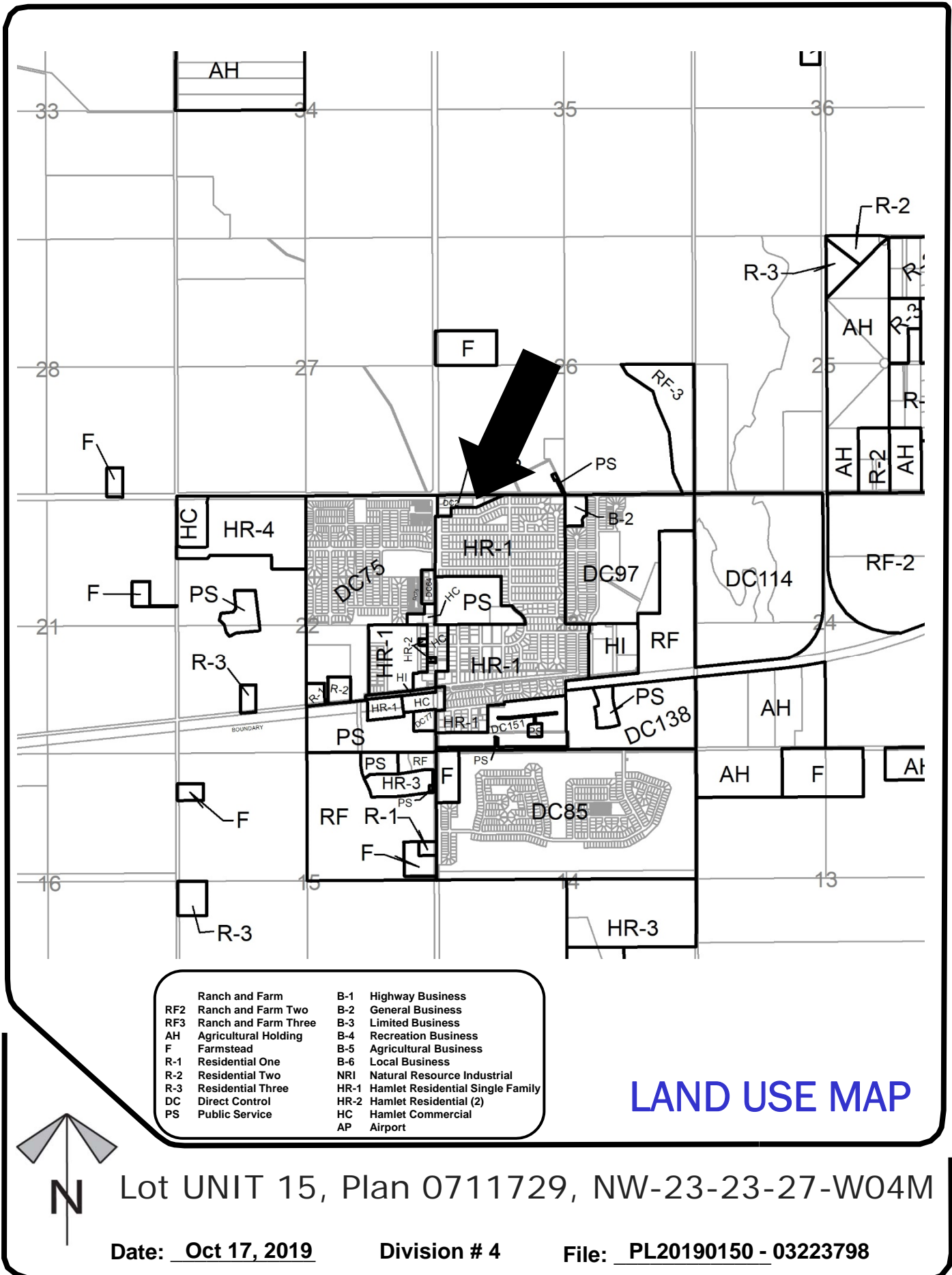


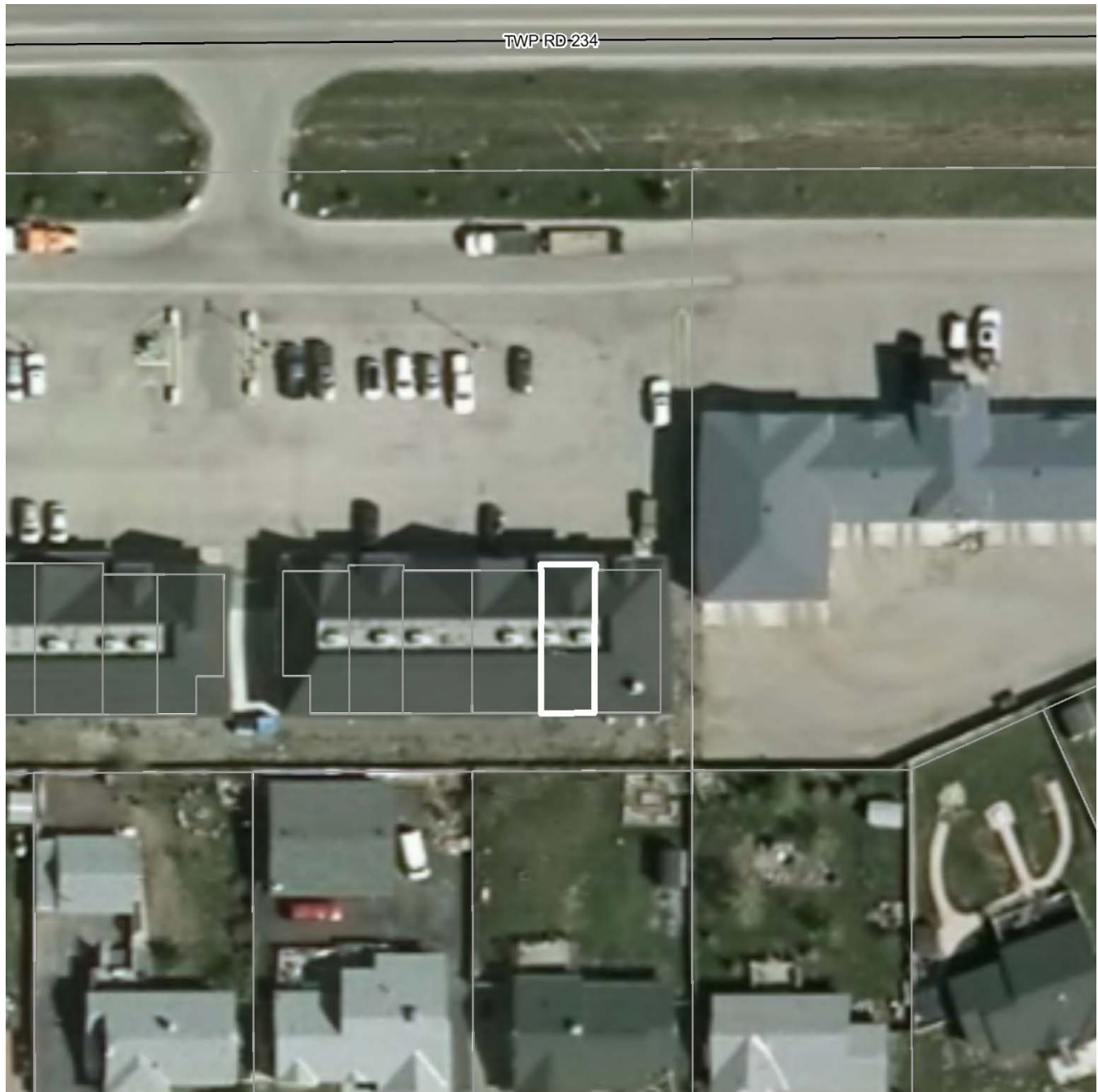
Lot UNIT 15, Plan 0711729, NW-23-23-27-W04M

Date: Oct 17, 2019

Division # 4

File: PL20190150 - 03223798

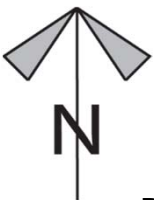




Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

AIR PHOTO

Spring 2018

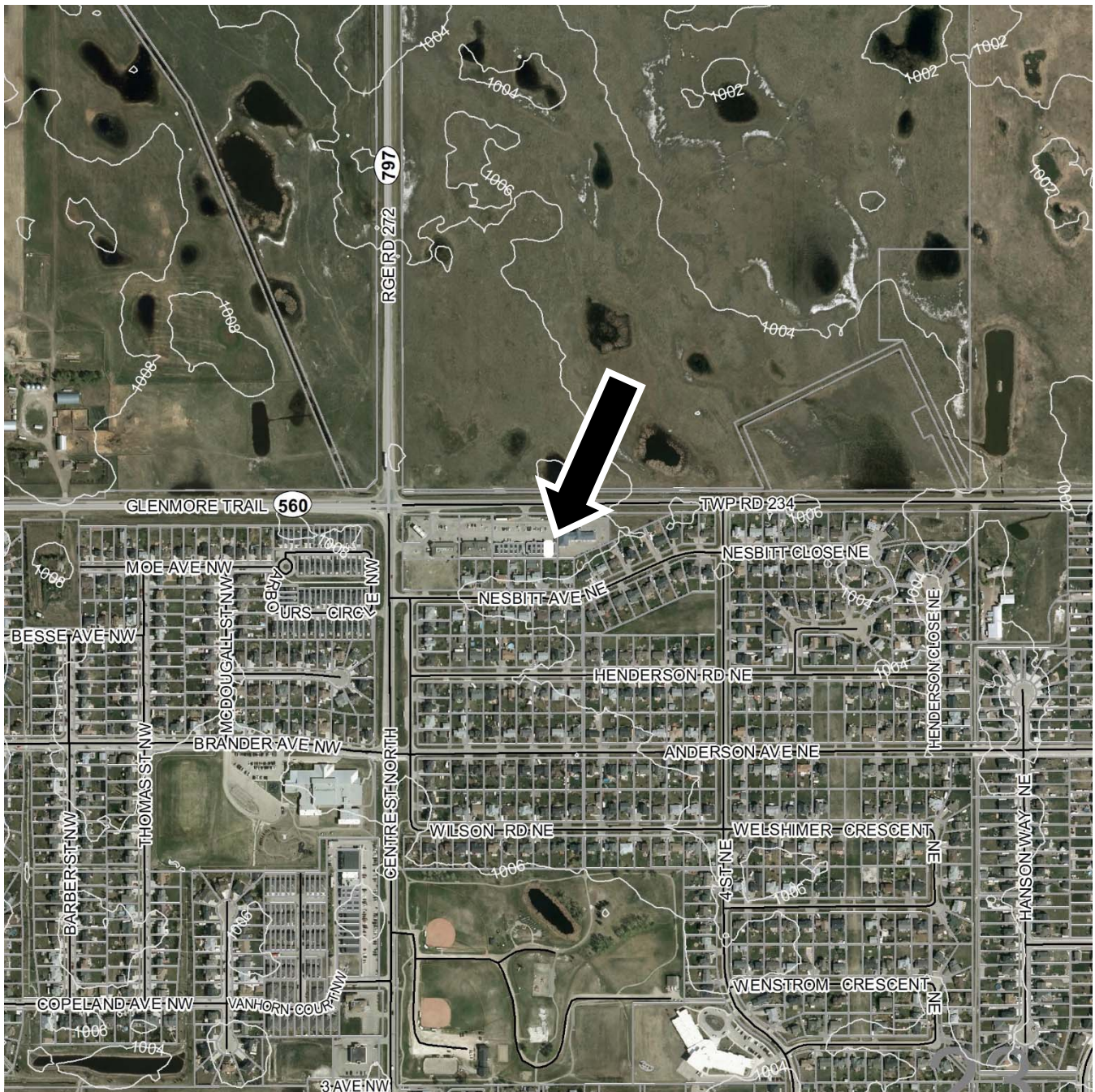


Lot UNIT 15, Plan 0711729, NW-23-23-27-W04M

Date: Oct 17, 2019

Division # 4

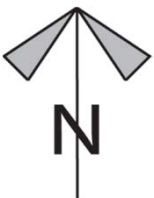
File: PL20190150 - 03223798



Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

TOPOGRAPHY

Contour Interval 2 M

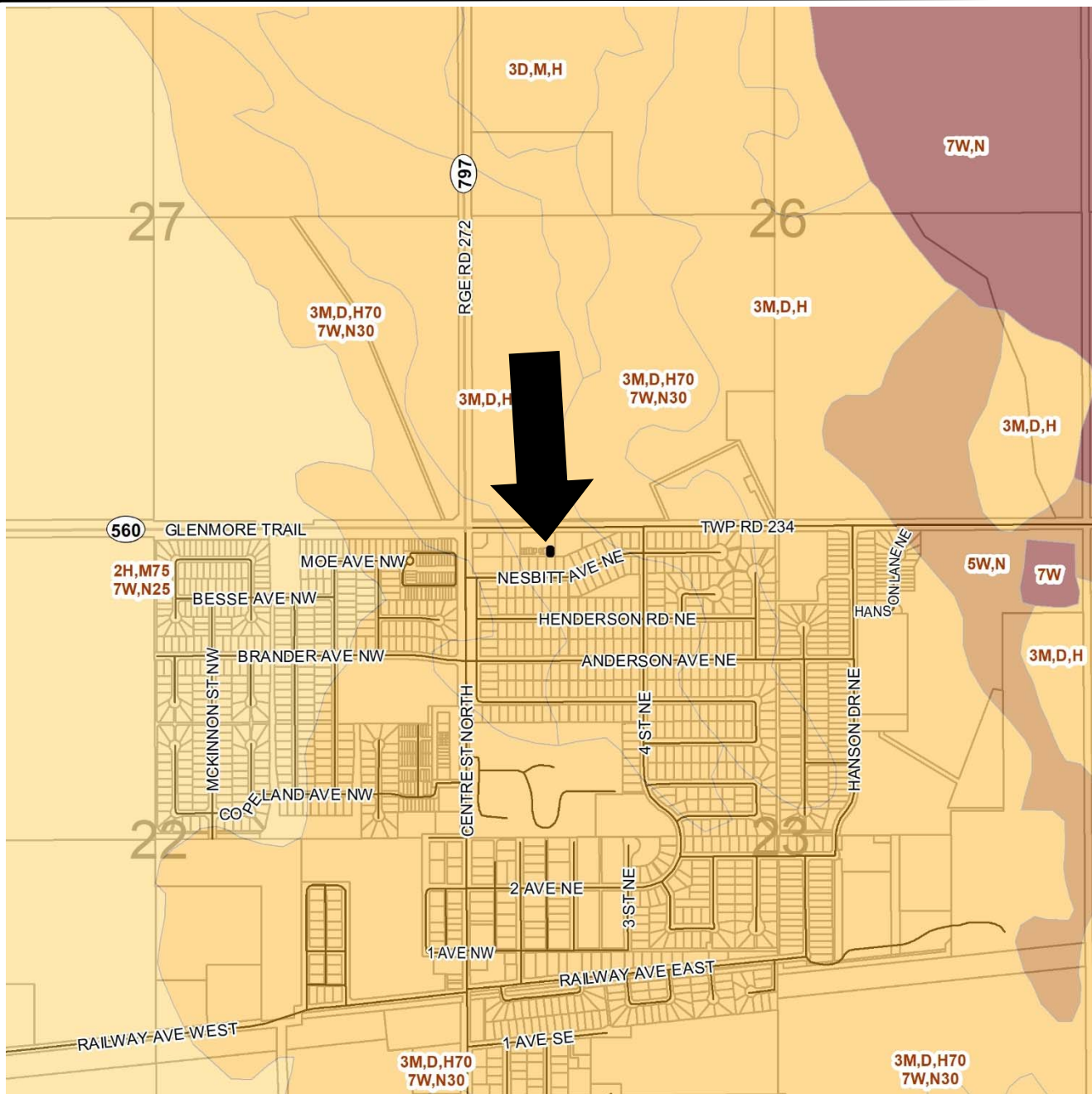


Lot UNIT 15, Plan 0711729, NW-23-23-27-W04M

Date: Oct 17, 2019

Division # 4

File: PL20190150 - 03223798



LAND CAPABILITY CLASSIFICATION LEGEND
Limitations refer to cereal, oilseeds and tame hay crops

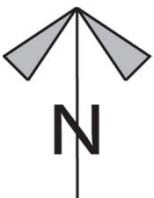
CLI Class

- 1 - No significant limitation
- 2 - Slight limitations
- 3 - Moderate limitations
- 4 - Severe limitations
- 5 - Very severe limitations
- 6 - Production is not feasible
- 7 - No capability

Limitations

- B - brush/tree cover
- C - climate
- D - low permeability
- E - erosion damage
- F - poor fertility
- G - Steep slopes
- H - temperature
- I - flooding
- J - field size/shape
- K - shallow profile development
- M - low moisture holding, adverse texture
- N - high salinity
- P - excessive surface stoniness
- R - shallowness to bedrock
- S - high sodicity
- T - adverse topography
- U - prior earth moving
- V - high acid content
- W - excessive wetness/poor drainage
- X - deep organic deposit
- Y - slowly permeable
- Z - relatively impermeable

SOIL MAP

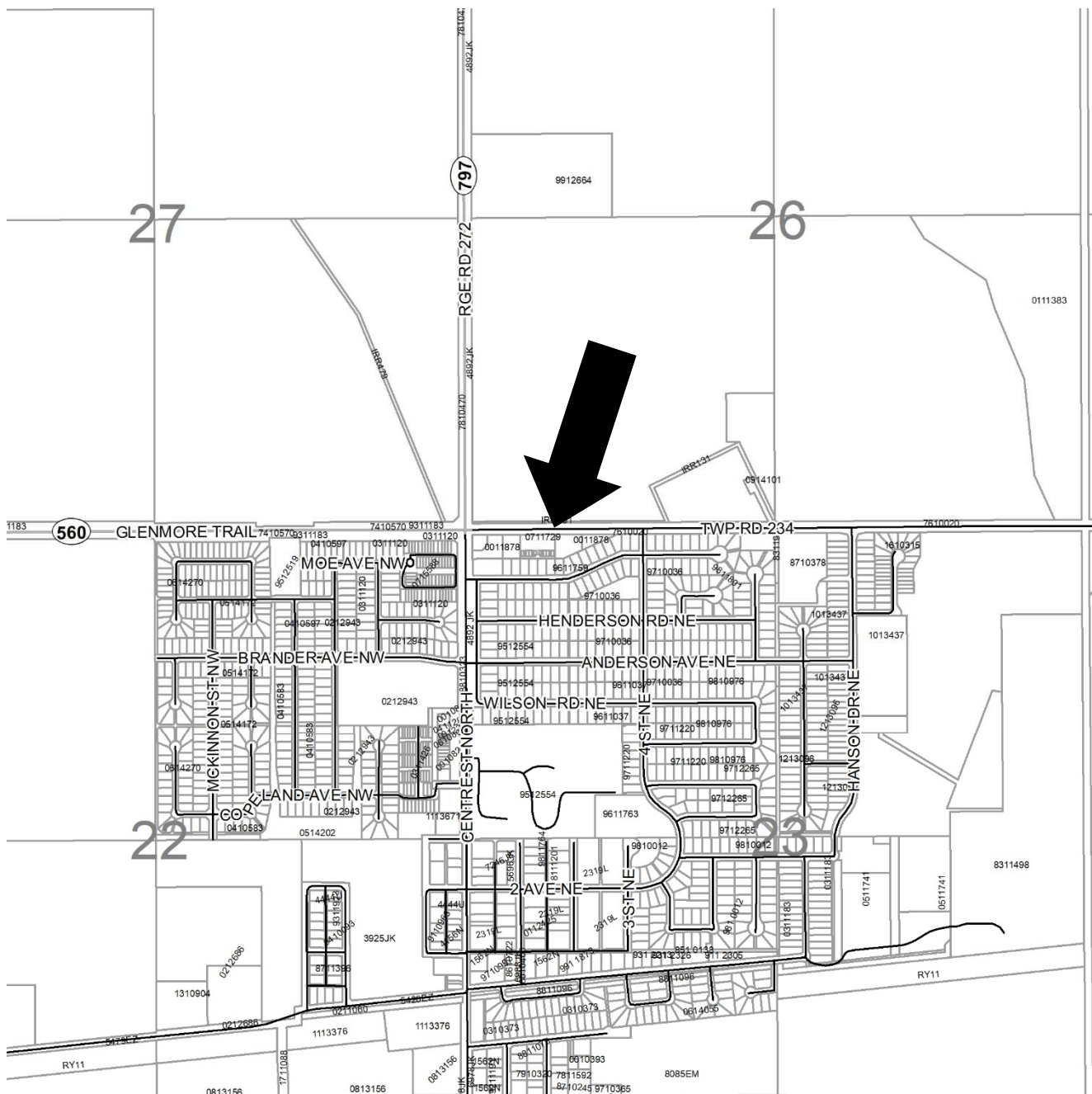


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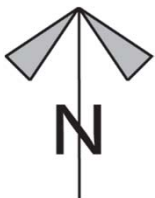
Date: Oct 17, 2019

Division # 4

File: PL20190150 - 03223798

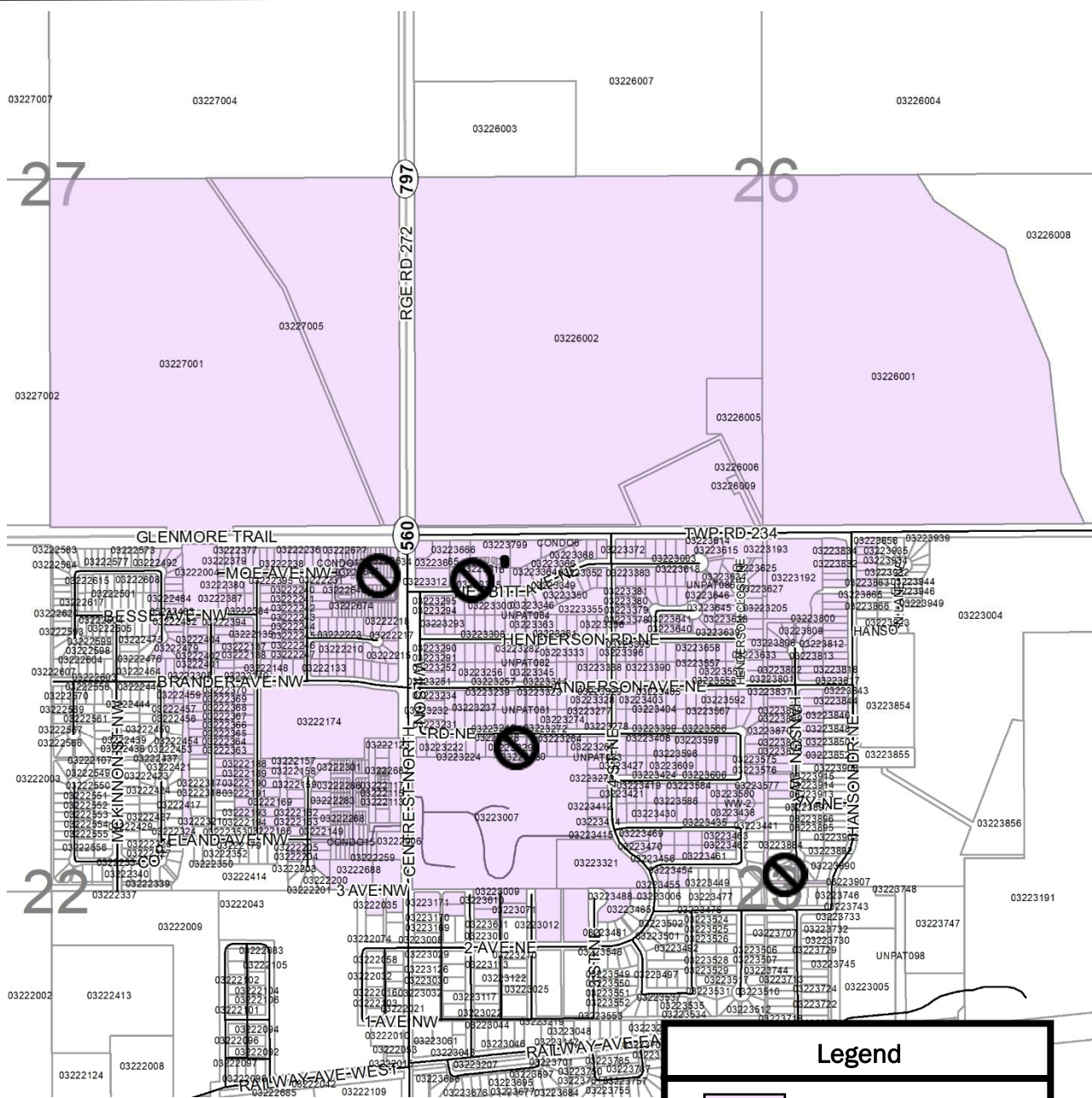
**Legend – Plan numbers**

- First two numbers of the Plan Number indicate the year of subdivision registration.
- Plan numbers that include letters were registered before 1973 and do not reference a year

HISTORIC SUBDIVISION MAP

Lot UNIT 15, Plan 0711729, NW-23-23-27-W04M

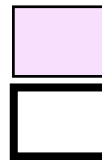
Date: Oct 17, 2019Division # 4File: PL20190150 - 03223798



Letters in Opposition

Letters in Support

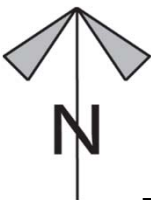
Legend



Circulation Area

Subject Lands

LANDOWNER CIRCULATION AREA



Lot UNIT 15, Plan 0711729, NW-23-23-27-W04M

Date: Oct 17, 2019

Division # 4

File: PL20190150 - 03223798

Lori-Lee Turcotte

From: Rosmarie Jackson [REDACTED]
Sent: Friday, December 27, 2019 4:45 PM
To: Xin Deng
Subject: Cannabis Store in Langdon

I very strongly oppose having a cannabis store in Langdon. I believe there are too many children in the area, especially with the K to 9 school being across the street from the proposed site for the store. My son walks past that location to get to school as do many children and I do not want him exposed to that lifestyle. We preach to our children that mind altering drugs are bad, and then put a store that sells it right within view of the school? No. It's bad enough that kids are getting ahold of vaping products sold by the 2 vape stores in Langdon. Plus we've found cannabis products thrown into our backyard by our dog's kennel - and where our children play. I do not want this influence anywhere near our children.

Rosmarie Jackson

Lori-Lee Turcotte

From: Miller, Rebecca [REDACTED]
Sent: Wednesday, January 01, 2020 3:07 PM
To: Xin Deng
Cc: Division 4, Al Schule
Subject: File 03223798; application PLN20190150

To whom it may concern:

As an adjacent property owner and 23 year resident of Langdon, I would like to express my concerns with the proposal to amend Direct Control Bylaw 2 to include a cannabis retail store, with my objections being specific to the proposed location.

The proposed location for this cannabis retail store is within approximately 1-1.5 kilometres of Langdon school, one of only two schools in the community. The path these school age children take to and from this school during lunch hours and after school to obtain food (pizza, ice cream, and sub sandwiches) runs directly adjacent to this location. I feel the location presents a clear and present danger to children who should not be subject to its advertising, its products, its patrons, and its allure.

I would like more information on:

- the county's bylaws (or federal laws) regarding cannabis store vicinity limits for this type of regulated product
- the restrictions and enforcement measures county bylaw officers (or RCMP officers) will enact regarding inappropriate marketing at this type of store,
- the penalties for the store employees and owner if caught selling to minors, and
- information on new county program funding that will address deterrence, addiction, and other educational needs at the local elementary schools.

If none exist, I would like to support creation of them to protect our most vulnerable residents. Because our RCMP resources are limited, it is my expectation the county play a role in providing reasonable assurance our kids are being protected until they reach the legal age to procure and possess these products. It is my expectation that if the county is benefiting from addition tax dollars related to any new cannabis retail location, they have the foresight to use some of that revenue to enforce compliance as well as use funds to support education and deterrence in youth use.

No one foresaw (or tested sufficiently) the impacts that vaping would have on our youth when those products were introduced and inappropriately marketed to under age children. We should not make the same mistakes with cannabis. This is especially important now that edibles are legal. It is also especially important if this same location is selling vape products which seem to be very popular with the underage children in our community.

I will be reaching out to school officials and other residents to understand their perspectives on this issue. My hope is that the location can be rethought to include our kids' safety.

Thank you for the opportunity to comment on this file. I can be reached at this email or at home if further information is required.

Respectfully,
Rebecca Miller
45 Wilson rd ne
Langdon
[REDACTED]

Lori-Lee Turcotte

From: rahatc [REDACTED]
Sent: Monday, January 06, 2020 9:01 AM
To: Xin Deng
Subject: Cannabis Retail store

File Number 03223798
Application Numder PL20190150
Division 4

I totally oppose the proposal of cannabis retail store at this location ,it is with in walking distance to my day care .

Sent from my Samsung Galaxy smartphone.

Tuesday Jan 07/2020

Attention:
Planning Services Department
Rocky View County
File Number: 03223798
Application Number: PL20190150

XI Deng

I have concerns that the county is amending a Bylaw to include a Cannabis Retail Store in Langdon. We have a Vaping store in our community now and I think Rocky View has a responsibility to help the community of Langdon keep our kids safe. God knows the retailer is in it for profit, not the affects it will have to our kids. With all the reports of the severe health issues to our youth with Vaping we need to make sure that a Cannabis retail store will not going to harm our youth as well. Until we know more about the ingredients in the products and what the federal government is planning on doing to curb the risks to our youth, why are we as adults allowing such harmful products into our community. This must be the question we ask ourselves before amending a bylaw. My response is that it would be irresponsible for the council to follow through on allowing the Cannabis Store in Langdon until we know what products are being sold and the ingredients being used in them.

I also filled out a survey sent out by Rock View awhile back about allowing Cannabis stores in Langdon and I have never received a reply on the results of that survey. When the county sends these types of notices out if there is background that has been done it would be nice to have those findings come out with the notice.

Thanks for giving us the opportunity to respond.

Marsha Cowley
26 Arbours Circle
Langdon AB T0J 1X2



PLANNING AND DEVELOPMENT SERVICES

TO:	Council	
DATE:	February 25, 2019	DIVISION: 9
TIME:	Afternoon Appointment	
FILE:	08922001	APPLICATION: PL20190118
SUBJECT:	Redesignation Item – Residential Two District to Agricultural Holdings District	

POLICY DIRECTION:

The application was evaluated against the policies found within the Interim Growth Plan, the County Plan, and the Land Use Bylaw.

EXECUTIVE SUMMARY:

This application proposes to redesignate the subject lands from Residential Two District to Agricultural Holdings District.

Council gave first reading to Bylaw C-7950-2019 on November 26, 2019.

The following is a summary of the application assessment:

- The application is consistent with the County Plan;
- All other technical matters required at this stage of the application process are satisfactory.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

DATE APPLICATION RECEIVED:	August 27, 2019
DATE DEEMED COMPLETE:	August 27, 2019

PROPOSAL:	To redesignate the subject lands from Residential Two District to Agricultural Holdings District.
LEGAL DESCRIPTION:	Block A, Plan 9010125, within SE-22-28-5-W5M
GENERAL LOCATION:	Located approximately 8 kilometres (5 miles) west of the Hamlet of Bottrel, 0.25 kilometres (0.15 mile) north of Township Road 283 and 2.0 kilometres (1.25 miles) west of Range Road 51.
APPLICANT:	Mike Stuart & Barbara Smith
OWNERS:	Mike Stuart & Barbara Smith
EXISTING LAND USE DESIGNATION:	Residential Two District
PROPOSED LAND USE DESIGNATION:	Agricultural Holdings District
GROSS AREA:	± 8.09 hectares (± 19.99 acres)
SOILS (C.L.I. from A.R.C.):	Class 5, H, V, E – Very severe limitations due to low temperature limiting factor, high acid content, and past erosion damage.

Administration Resources
 Stefan Kunz and Bianca Duncan, Planning and Development Services



Class 7, T, E, R - No capability of agriculture due to adverse topography (steep and/or long uniform slopes), past erosion damage, and shallowness to solid bedrock.

PUBLIC & AGENCY SUBMISSIONS:

The application was circulated to 23 adjacent landowners; two letters of support were received. The application was also circulated to a number of internal and external agencies; those responses are available in Appendix 'A'.

HISTORY:

1990 Plan 9010125 is registered, resulting in the creation of the subject lands.

BACKGROUND:

This application proposes to redesignate the subject lands from Residential Two District to Agricultural Holdings District.

The subject lands are located in the northwestern portion of the County, approximately 8 kilometres (5 miles) west of the Hamlet of Bottrel. Land uses in the area are predominantly agricultural, although scattered pockets of country residential uses can be found.

The lands were designated Residential Two District following the update of the Land Use Bylaw in 1997. According to the Owner however, this use has limited their desire to undertake agricultural pursuits on the lands. Given the limited development potential of the lands, the Agricultural Holdings use would present fewer restrictions regarding accessory buildings and livestock.

POLICY ANALYSIS:

The application was evaluated against the policies found within the Interim Growth Plan, the County Plan, and the Land Use Bylaw.

County Plan

This application proposes redesignation to a less intensive land use district, but there are few policies within the County Plan that consider this. The application is, however, supported by the goals of Section 8.0 – Agriculture. In particular, the proposal is consistent with these goals:

- Foster an agriculture sector that is diverse, sustainable, and viable.
- Support individual agriculture producers and related business to help them be successful.
- Support agriculture operators in going about their day-to-day business with minimum adverse impacts from non-agricultural land uses.

Land Use Bylaw

The minimum parcel size for the Agricultural Holdings District 8.10 hectares (20.01 acres). Although the lands are \pm 8.09 hectares (\pm 19.99 acres), redesignation to this district would not result in further subdivision of the lands. Rather, given the site's lack of development potential and general unsuitability to the Residential Two District, designation to Agricultural Holdings would allow the landowner greater flexibility to undertake agricultural pursuits on the lands.

CONCLUSION:

The application proposes to redesignate the lands from Residential Two District to Agricultural Holdings District in order to allow the landowner more flexibility with respect to potential agricultural uses on the

Administration Resources

Stefan Kunz and Bianca Duncan, Planning and Development Services



lands. This is in accordance with the County Plan, and there are no technical concerns. As such, Administration recommends approval in accordance with Option #1.

OPTIONS:

- Option #1: Motion #1 THAT Bylaw C-7950-2019 be given second reading.
 Motion #2 THAT Bylaw C-7950-2019 be given third and final reading.
Option #2: That application PL20190118 be refused

Respectfully submitted,

Concurrence,

"Theresa Cochran"

"Al Hoggan"

Executive Director
Community Development Services

Chief Administrative Officer

SK/lt

APPENDICES:

- APPENDIX 'A': Application Referrals
APPENDIX 'B': Bylaw C-7950-2019 & Schedule A
APPENDIX 'C': Map Set
APPENDIX 'D': Letters



APPENDIX A: APPLICATION REFERRALS

AGENCY	COMMENTS
<i>Internal Departments</i>	
Planning and Development Services - Engineering	<p>Geotechnical:</p> <ul style="list-style-type: none"> The parcel currently contains slopes greater than 15% and greater than 2 m in height, at the time of DP or subdivision a slope stability assessment will be required. <p>Transportation:</p> <ul style="list-style-type: none"> The subject lands currently gain access to Range Road 283A via a mutual access road located on the quarter section to the north. Prior to DP or subdivision, the applicant shall show proof of access easement to the subject land. <p>Sanitary/Waste Water:</p> <ul style="list-style-type: none"> The applicant indicated that the lands are currently serviced by an existing private sewer treatment system. <p>Water Supply And Waterworks:</p> <ul style="list-style-type: none"> The applicant has indicated that water supply for the proposed development will be from an existing well on the subject land.

Circulation Period: September 11, 2019 to October 2, 2019

Agencies that did not respond, expressed no concerns, or were not required for distribution, are not listed.

Administration Resources

Stefan Kunz and Bianca Duncan, Planning and Development Services



ROCKY VIEW COUNTY

BYLAW C-7950-2019**A Bylaw of Rocky View County to amend Land Use Bylaw C-4841-97**

The Council of Rocky View County enacts as follows:

PART 1 – TITLE

This Bylaw shall be known as Bylaw C-7950-2019.

PART 2 – DEFINITIONS

In this Bylaw the definitions and terms shall have the meanings given to them in Land Use Bylaw C-4841-97 and the *Municipal Government Act*.

PART 3 – EFFECT OF BYLAW

THAT Part 5, Land Use Map No. 89 of Bylaw C-4841-97 be amended by redesignating Block A, Plan 9010125 within SE-22-28-5-W5M from Residential Two District to Agricultural Holdings District, as shown on the attached Schedule 'A' forming part of this Bylaw.

THAT Block A, Plan 9010125 within SE-22-28-5-W5M is hereby redesignated to Agricultural Holdings District as shown on the attached Schedule 'A' forming part of this Bylaw.

PART 4 – TRANSITIONAL

Bylaw C-7950-2019 is passed when it receives third reading, and is signed by the Reeve/Deputy Reeve and the Municipal Clerk, as per Section 189 of the *Municipal Government Act*.

Division: 9
File: 08922001 / PL20190118

READ A FIRST TIME IN COUNCIL this 26th day of November , 2019

PUBLIC HEARING WAS HELD IN COUNCIL this day of , 2020

READ A SECOND TIME IN COUNCIL this day of , 2020

READ A THIRD TIME IN COUNCIL this day of , 2020

 Reeve

 CAO or Designate

 Date Bylaw Signed

SCHEDULE "A"

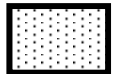
BYLAW: C-7950-2019

22

TWP-RD-283A

± 5.84 ha
± 14.44 ac

AMENDMENT

FROM Residential Two District TO Agricultural Holdings District

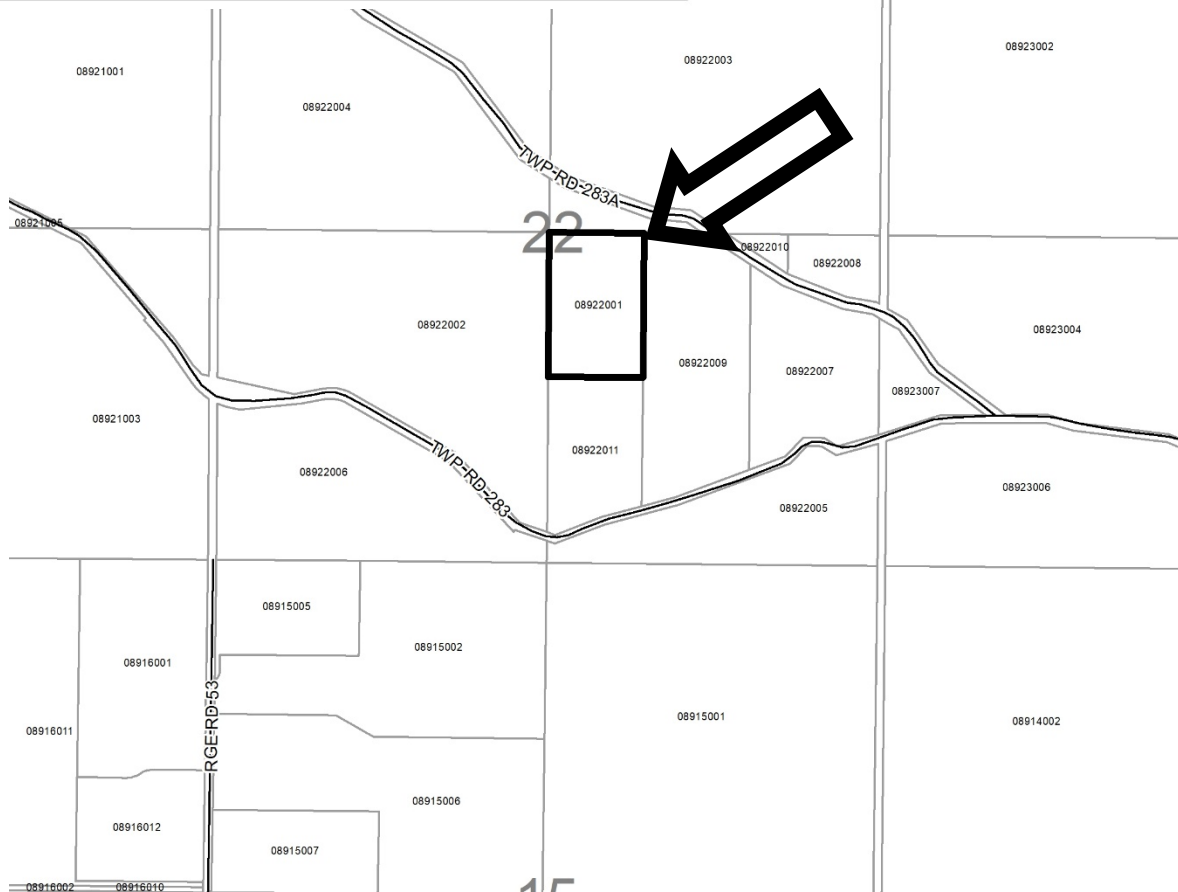
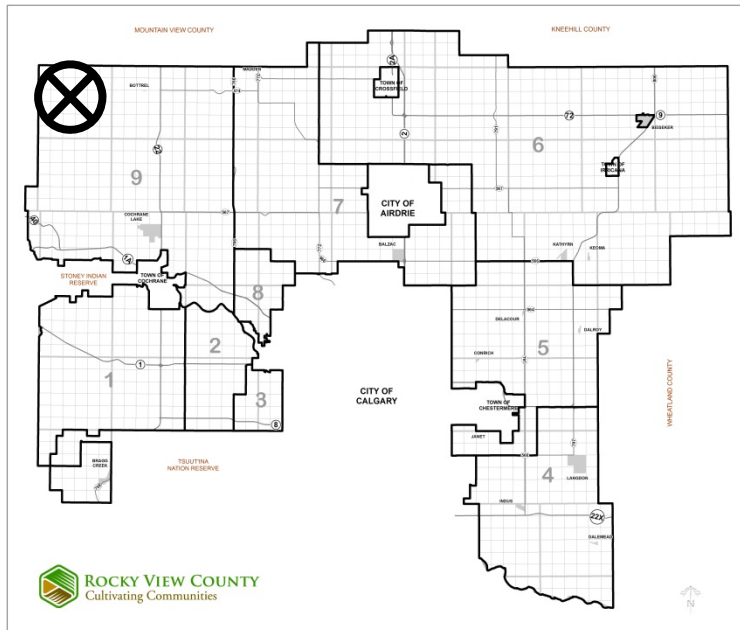
Subject Land _____

LEGAL DESCRIPTION: Block A, Plan 9010125
Within SE-22-28-5-W5M

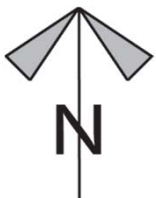
FILE: PL20190118 / 08922001

DIVISION: 9





LOCATION PLAN



Block A, Plan 9010125, SE-22-28-5-W5M

Date: August 28, 2019Division # 9File: 08922001

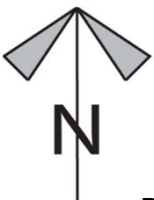
Development Proposal: To redesignate the subject lands from Residential Two District to Agricultural Holdings District.

22

TWP-RD-283A

± 8.09 ha
(± 19.99 ac)
R-2 → AH

DEVELOPMENT PROPOSAL

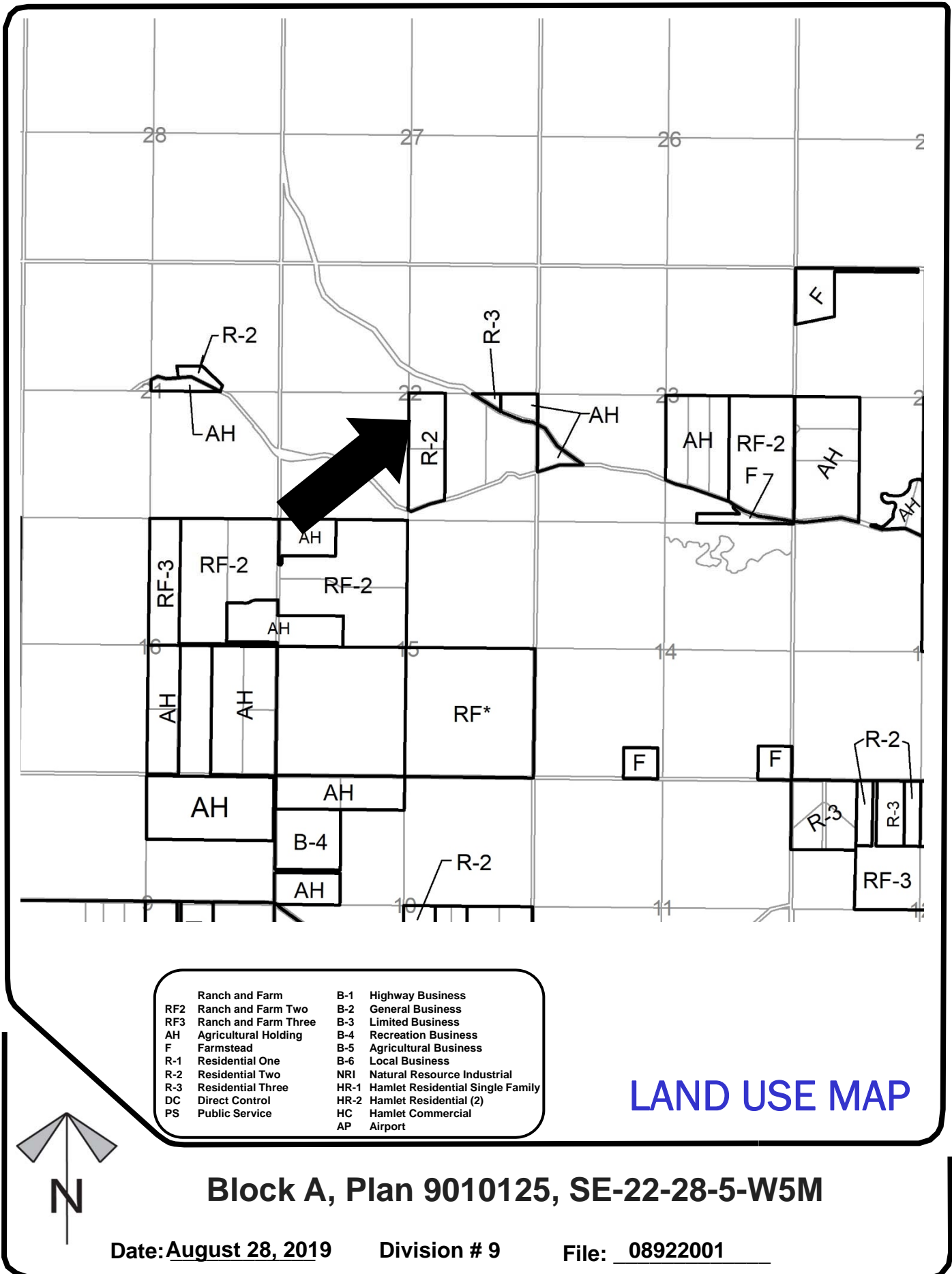


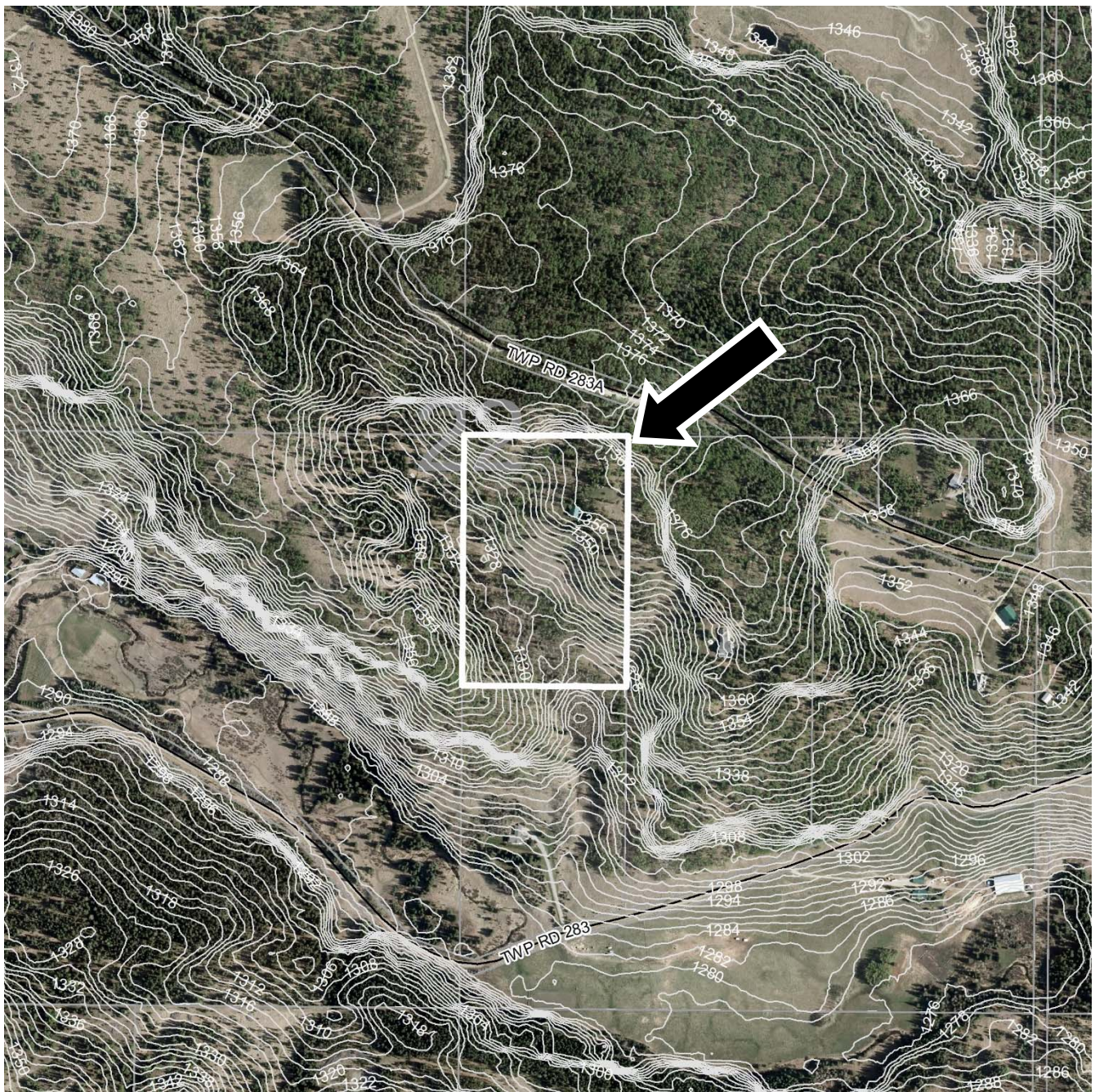
Block A, Plan 9010125, SE-22-28-5-W5M

Date: August 28, 2019

Division # 9

File: 08922001





Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

TOPOGRAPHY
Contour Interval 2 M



Block A, Plan 9010125, SE-22-28-5-W5M

Date: August 28, 2019

Division # 9

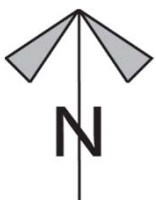
File: 08922001



Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

AIR PHOTO

Spring 2018

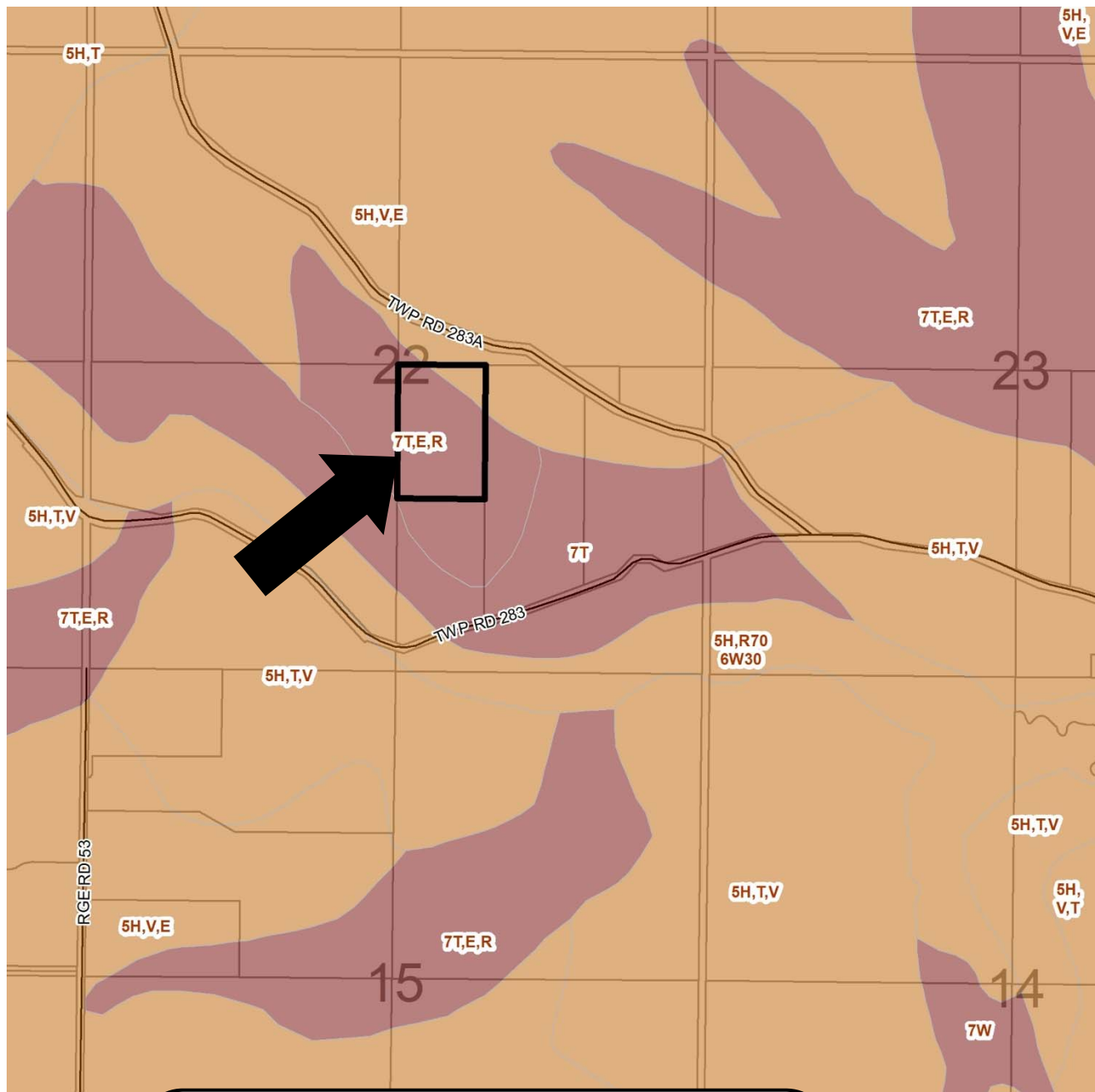


Block A, Plan 9010125, SE-22-28-5-W5M

Date: August 28, 2019

Division # 9

File: 08922001



LAND CAPABILITY CLASSIFICATION LEGEND
Limitations refer to cereal, oilseeds and tame hay crops

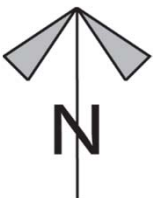
CLI Class

- 1 - No significant limitation
- 2 - Slight limitations
- 3 - Moderate limitations
- 4 - Severe limitations
- 5 - Very severe limitations
- 6 - Production is not feasible
- 7 - No capability

Limitations

- B - brush/tree cover
- C - climate
- D - low permeability
- E - erosion damage
- F - poor fertility
- G - Steep slopes
- H - temperature
- I - flooding
- J - field size/shape
- K - shallow profile development
- M - low moisture holding, adverse texture
- N - high salinity
- P - excessive surface stoniness
- R - shallowness to bedrock
- S - high sodicity
- T - adverse topography
- U - prior earth moving
- V - high acid content
- W - excessive wetness/poor drainage
- X - deep organic deposit
- Y - slowly permeable
- Z - relatively impermeable

SOIL MAP

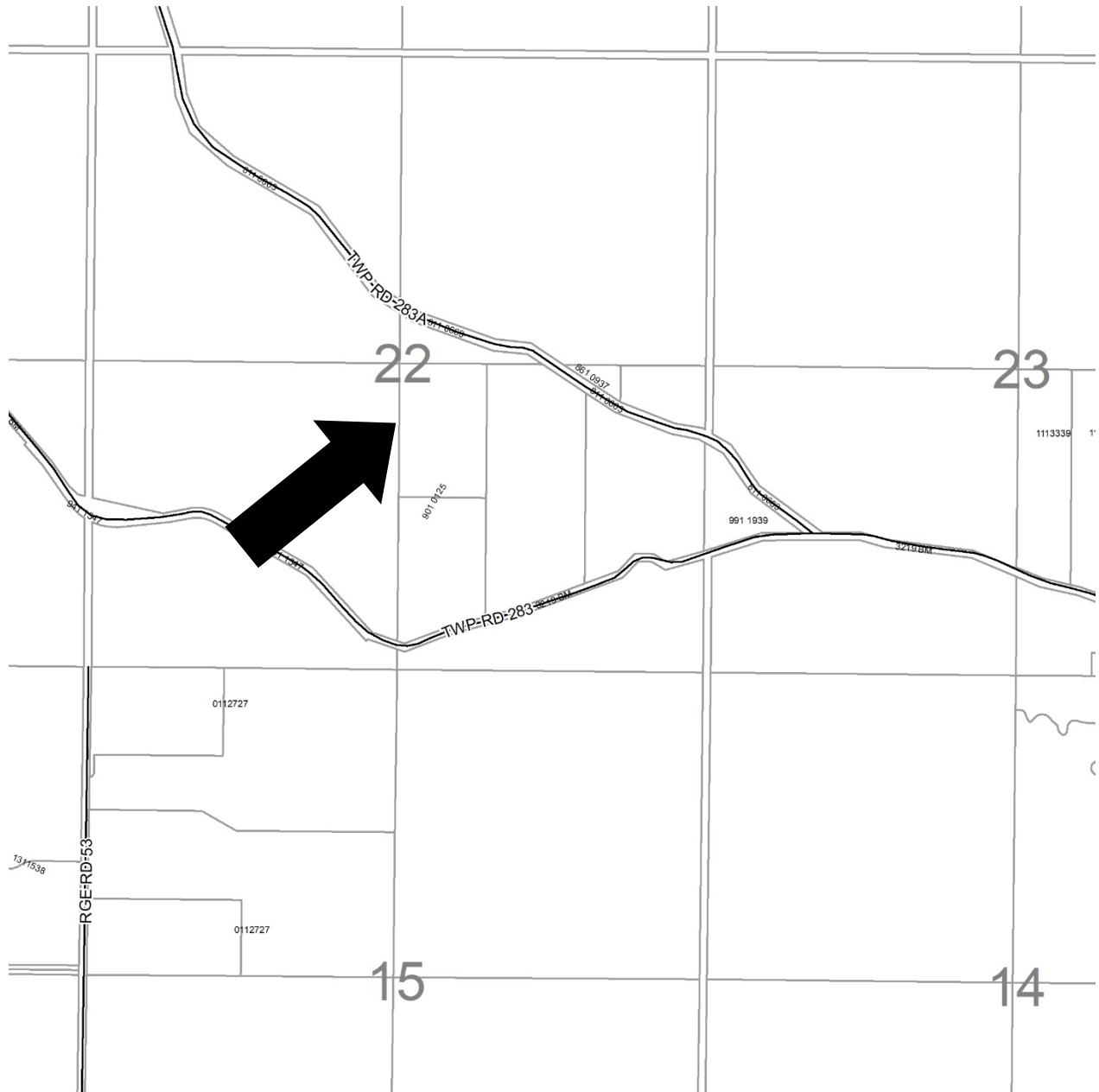


Block A, Plan 9010125, SE-22-28-5-W5M

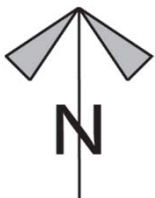
Date: August 28, 2019

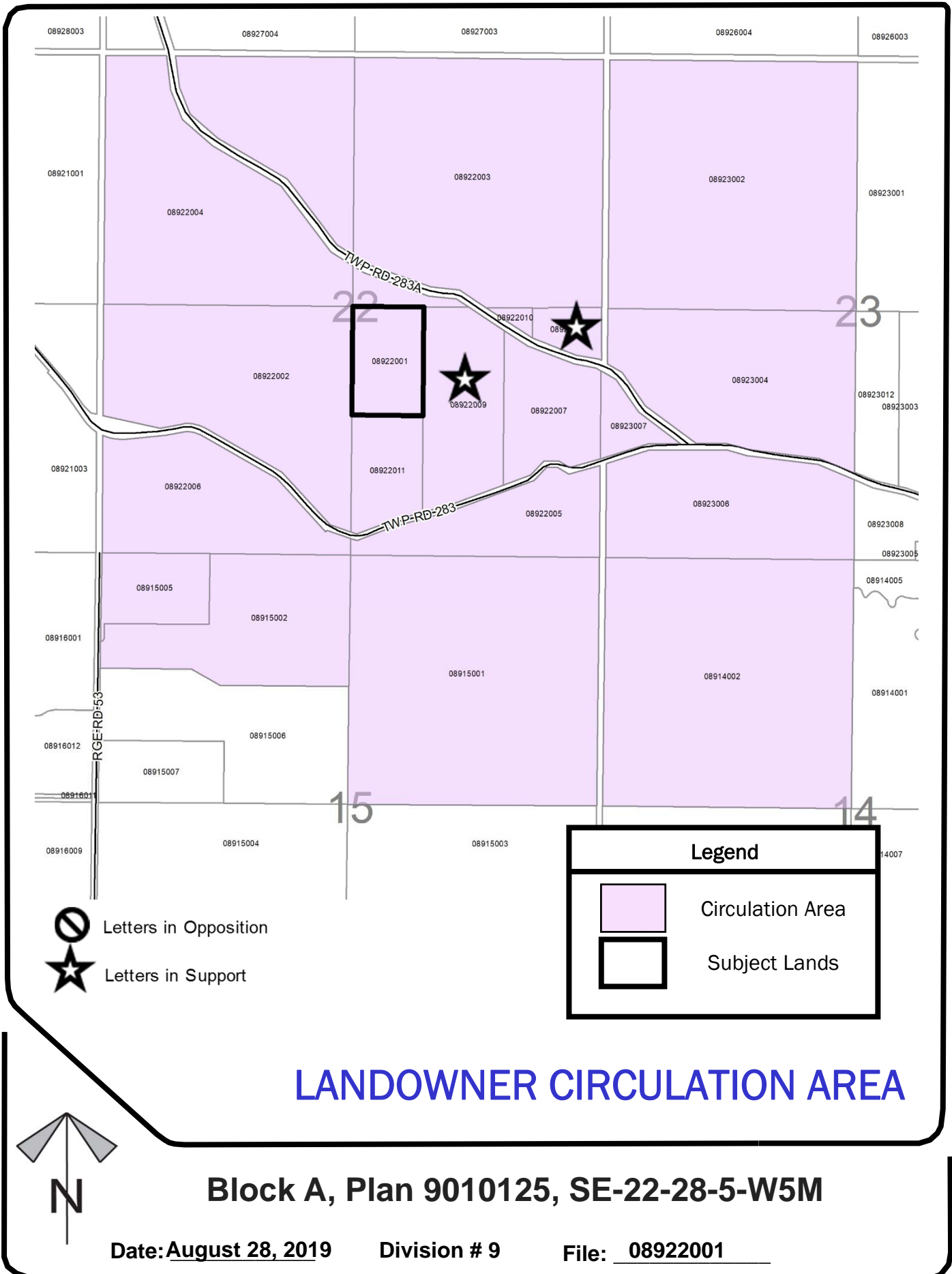
Division # 9

File: 08922001

**Legend – Plan numbers**

- First two numbers of the Plan Number indicate the year of subdivision registration.
- Plan numbers that include letters were registered before 1973 and do not reference a year

HISTORIC SUBDIVISION MAP**Block A, Plan 9010125, SE-22-28-5-W5M**Date: August 28, 2019Division # 9File: 08922001



Lisa Mrozek

From: Trevor & Kathleen Carefoot [REDACTED]
Sent: Wednesday, September 25, 2019 9:44 PM
To: Lisa Mrozek
Subject: Appl. PL20190118

Hello Lisa

I am writing this email in support of the application to redesignate the property of Mike Stuart and Barbara Smith from Residential Two to Agricultural Holdings. I believe that this is in line with the type of community in which the vast majority of the residents in the area want to see. We value our privacy and very much appreciate the solitude and quietness that the area brings.

Trevor and Kat Carefoot (neighbors of Mike and Barb)

Sent from my iPad

2110524 Alberta Ltd.

Mailing address: Box 12, Site 2, RR 1, Cochrane, Alberta, CANADA T4C 1A1
Phone: (403) 277 4000 email: sips@telus.net

October 1, 2019
Planning Services Department
Rocky View County
By email: lmrozek@rockyview.ca

Re:

File number: 0892201
Application number: PL20190118

To Whom It May Concern:

By this letter, we confirm that we are supporting requested rezoning of Mr. Stuart's property from Residential to Farming, although quite likely only a small portion of the Property can be used for farming, as outlined below:

1. The parcel is of very low quality for farming. Most of the soil on slopes is shallow to the point that the gravel is exposed in many areas on slopes of neighborhood. 80 percent of the land has a topography and quality of soil such that agriculture is likely not achievable (steep slopes). See attached slope map.
2. Because most of the property has steep slopes, from the history of being carelessly logged - clear cut, the ability for retention of rainwater has been drastically reduced. Likely, farming use will require work to be done so that these slopes will to be more protected to prevent any further future flash-floods from runoffs.
3. The 20 percent of the property that is flat and is able to support any farming activity also contains (about half) residence, other building and large yard.

Only a small portion, likely about a couple of acres, is really capable of farming use. We would really like to know what farming is going to happen, especially on such small area. Although there were no indication given what kind of farming the owner plans to do on the parcel, due to restrictions given by the land, it is reasonable to assume that the farming would be constrained to only intensive livestock farming. This change in zoning to farm and sort of intensive livestock farming that we assume it will happen, would be welcomed since it will be similar to the Intensive pig farming operation that we are now encouraged to embark upon on our property, which is also zoned for Agricultural farming use.

Even if this owner is not going that route of intensive livestock farming, once the zoning is granted, rights to have intensive farming remain for anybody to use those rights to their maximum.

We are aware that changing the zoning from Residential Two District (R-2) to Agricultural Holdings District (AH) potentially will have huge impact on the environment and neighborhood. The ecological sensitivity of the surrounding areas is significant. Care must be taken to ensure that any further disturbance by livestock or by human activities on this owners lands will increase danger of more flash-floods down the sloping hill and may damage to neighboring properties, as we have experienced it this year, and carrying debris into creek which is sensitive fish habitat. The topography of that parcel is such that it acts as a funnel collecting water from surrounding area and then water thunders down the hill.

The adjacent neighborhood, including this property, is in its nature residential. By rezoning the land to farming, this will permit the owner to embark upon a new permitted use, main change being farming as permitted use. If this Owner was not intending on farming, otherwise we do not see any other reason for change of zoning, as there is no other significant change in level of enjoyment of that property for the owner.

With understanding that "permitted use - farming" does not exclude intensive livestock farming, the change in zoning offers huge opportunity, and will be a significant change to the neighborhood, as all intensive livestock farming does.

Despite the fact that we do not know what the future activities will be on the parcel in question, we are welcoming return of that property back into farming. Rezoning of parcel from Residential Two District (R-2) to Agricultural Holdings District (AH) would be in line with zoning and farming activities on our parcel that is zoned Ranch and Farm (RH).

Instead our property being the only farm in the area, this rezoning will create larger "farming zone". By having a farmer on the other side of the property line to our property, it will be easier to place the operation further away from residential properties. In that way our future intensive pig farming operation will be more acceptable to all the neighboring residential properties in that area of our common zoned farming property.

With regards,



Mariyan Trnski



PLANNING AND DEVELOPMENT SERVICES

TO:	Council	
DATE:	February 25, 2020	DIVISION: 6
TIME:	Afternoon Appointment	
FILE:	08103010	APPLICATION: PL20180057
SUBJECT:	Redesignation Item – Ranch and Farm District to Ranch and Farm District Amended	

POLICY DIRECTION:

The proposal was assessed in accordance with the South Saskatchewan Regional Plan, County Plan and County Servicing Standards.

EXECUTIVE SUMMARY:

The purpose of this application is to redesignate the subject lands from Ranch and Farm District to Ranch and Farm District (amended) to accommodate the development of a solar farm.

Council gave first reading to Bylaw C-7962-2019 on December 10, 2019.

The application was evaluated in accordance with the goals, principles, and policies contained within the County Plan and the South Saskatchewan Regional Plan and was found to be compliant:

- The proposal meets the intent of the goals and principles found within the following sections of the County Plan: *Agriculture, Fiscal Sustainability, Rural Service and Partnerships, Intergovernmental Relationships, Natural Resources, and Utility Services; and*
- The proposal is consistent with provincial direction as it relates to renewable energy strategies outlined in the South Saskatchewan Regional Plan.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

DATE APPLICATION RECEIVED:	May 23, 2018
DATE APPLICATION DEEMED COMPLETE:	August 2, 2019

PROPOSAL:	To redesignate the subject lands from Ranch and Farm District to Ranch and Farm District (amended) to accommodate the development of a solar farm.
LEGAL DESCRIPTION:	Lot 1, Block 1, Plan 0713500 within SW-03-28-26-W04M
GENERAL LOCATION:	Located approximately 1.50 miles (2.40 km) south of Highway 72 and on the east side of Range Road 263, 1.75 miles southwest of Beiseker.
APPLICANT:	Tony Smith
OWNERS:	1867559 Alberta Inc.
EXISTING LAND USE DESIGNATION:	Ranch and Farm District
PROPOSED LAND USE DESIGNATION:	Ranch and Farm District (amended)
GROSS AREA:	± 80.00 acres

Administration Resources

Jessica Anderson and Nathan Madigan, Planning and Development Services

SOILS (C.L.I. from A.R.C.):

Class 4M,E,H – Severe limitations to cereal crop production due to low moisture holding or supply capability, past erosion damage and temperature limiting factors.

PUBLIC & AGENCY SUBMISSIONS:

The application was circulated to 54 adjacent landowners; four letters were received in response (see Appendix 'D'). The application was also circulated to a number of internal and external agencies. Those responses are available in Appendix 'A'.

HISTORY:

- July 10, 2007** Plan 0713500 was registered creating the subject 80.00 acre parcel with a 70.00 acre remainder (2006-RV-434).
- February 6, 2009** An application to redesignate the subject lands from Ranch and Farm District to Business - Leisure Recreation District in order to accommodate the future development of a go-kart racing facility was refused by Council (2009-RV-035).
- July 17, 1963** Plan 2089 JK was registered creating a 10.00 acre parcel with a 150.00 acre remainder.

BACKGROUND:

The subject lands are located in an area of the County that is primarily agricultural, but features a number of gravel pits and a sulphur plant to the southwest. There are several parcels in the vicinity that are designated Natural Resource Industrial District, and Direct Control Districts providing for future aggregate extraction. The lands are currently undeveloped.

Transportation

Access to the parcel is currently provided by a gravel approach off Range Road 263. As the proposed development will create an insignificant amount of traffic (one vehicle a day), a Traffic Impact Assessment is not required at this time and no upgrade to the access will be required. Payment of the Transportation Off-Site Levy will be required at the Development Permit stage.

Storm Water Management

The submitted conceptual Stormwater Management Plan proposes the use of two stormwater detention ponds to service the proposed development during construction, with the intention to reduce to one pond post construction. The memo also indicates that there will be limited grading work and that the runoff from the panels is to travel across the existing farmland to the naturally existing wetland on the site where water will naturally dissipate and evaporate. Engineering has reviewed the concept and has no further concerns at this time.

Environmental

A Vegetation Wetlands Characterization Memo was submitted with the application; this concludes that no Biophysical Impact Assessment is required and that the project footprint avoids all wetlands by a minimum of 15.00 m. Engineering has reviewed the memo and has no further concerns at this time.

The Applicant also provided a Noise Impact Assessment assessing the noise generated by the proposed substation and all related facilities. The assessment took into consideration the ambient noise level in the area (agricultural setting) and determined the project noise levels are within acceptable levels.

Servicing

Limited servicing is required to serve the development. The County requires the use of sewage holding tanks and water cisterns to be implemented at Development Permit stage.

Development Proposal

The Applicant provided a project description which indicates that the proposed Solar Farm will be about 17,000 panels, each about 1 metre by 2 metres in size. The site was chosen because of the availability of capacity on the Fortis distribution network, and because it is previously cultivated vacant pasture. The Applicant indicates that capacity on the Distribution network is a prerequisite for Distributed Generation to be possible and there are a very small number of locations available in southeast Alberta.

Solar panels will be ground-mounted racking style with a front-and-back piling strategy. The panels will allow space between rows, allowing a vehicle to drive between rows and providing better drainage.

The Alberta Utilities Commission regulates power generation facilities such as these and the Applicant indicates that they have submitted their application along with the other necessary applications such as Alberta Environment and Parks.

POLICY ANALYSIS:

The proposal meets the intent of the goals and principles found within the following sections of the County Plan: *Agriculture, Fiscal Sustainability, Rural Service and Partnerships, Intergovernmental Relationships, Natural Resources, and Utility Services*. The proposal is consistent with provincial direction as it relates to renewable energy strategies outlined in the South Saskatchewan Regional Plan.

PROPOSED AMENDMENT TO THE LAND USE BYLAW (C-4841-97)

In February 2019, Council approved a set of amendments to the Land Use Bylaw to amend the Ranch and Farm District to add "Solar Farm" as a discretionary use on several quarters northwest of Indus. Further regulations were adopted in section 43.15 to guide Development Permit applications for these Solar Farms. The intent of this application is to include this parcel as one where applications for Solar Farms may be considered.

The subject lands would remain Ranch and Farm, as the development allows for the continued opportunity for the site to be maintained, cultivated, and grazed in its native state. The site is best retained as an agricultural zoning as the lands would continue to be used as a means of agricultural production and are proposed to be returned to its pre-existing state at end of its operating cycle. Proposed amendments to the Land Use Bylaw can be found within Appendix 'B' of the agenda package.

CONCLUSION:

The application was evaluated against the policies found within the County Plan and County Servicing Standards. Administration reviewed the proposal and determined that the proposed land use amendment is consistent with these plans.

OPTIONS:

- Option #1: Motion #1 THAT Bylaw C-7962-2019 be given second reading.
 Motion #2 THAT Bylaw C-7962-2019 be given third and final reading.
- Option #2: THAT application PL20180057 be refused.

Respectfully submitted,

Concurrence,

“Theresa Cochran”

“Al Hoggan”

Executive Director
Community Development Services

Chief Administrative Officer

JA/lt

APPENDICES:

APPENDIX ‘A’: Application Referrals
APPENDIX ‘B’: Bylaw C-7962-2019 and Schedule A & B
APPENDIX ‘C’: Amendments – Redline Version
APPENDIX ‘D’: Map Set
APPENDIX ‘E’: Landowner Comments

APPENDIX A: APPLICATION REFERRALS

AGENCY	COMMENTS
<i>School Authority</i>	
Rocky View Schools	Rocky View Schools has reviewed this circulation and has no objections.
Calgary Catholic School District	After review the Calgary Catholic School District does not have any questions or concerns regarding the referenced circulation.
<i>Province of Alberta</i>	
Alberta Health Services	<p>Thank you for inviting our comments on the above-referenced application. Alberta Health Services, Environmental Public Health (AHS-EPH) understands that this application proposes to re-designate the subject land from Ranch and Farm District to Ranch and Farm District (amended) to accommodate the development of a solar farm.</p> <p>AHS-EPH supports renewable energy developments and understand that the Alberta Utilities Commission regulates energy producers and may consider social and environmental impacts, while the local municipality (through their land-use bylaw) regulates the use and development of land within the municipality. With this in mind, AHS-EPH provides the following comments for your consideration:</p> <ol style="list-style-type: none"> Air Quality: While AHS-EPH recognizes that comparative emissions of solar farms will be quite low over their lifetime it is recommended that consideration be given to development of a dust control strategy during site development. AHS-EPH would suggest best management practices be considered to control emissions from site disturbance and/or vehicle traffic during these periods. Groundwater Protection: AHS-EPH recommends the Applicant ensures adequate supplies of groundwater are available for the anticipated uses of the solar farm, and that a plan be in place to ensure no contamination of surface or groundwater occurs through site construction and operation activities. Hazardous Materials Management Strategy: AHS-EPH understands electrical transformers may contain various hazardous materials and or liquids. We suggest that a strategy be implemented to ensure these materials are handled and stored safely, and to ensure that any spills be promptly identified and remediated. Glint and Glare: AHS-EPH understands glint and glare from the solar installation are usually assessed as part of the AUC application process. If this is not the case we

AGENCY	COMMENTS
	<p>recommend that the Applicant confirms that there will be no adverse impacts on neighbouring residents and traffic in the area and to ensure all mitigation strategies are properly implemented.</p>
<i>Public Utility</i>	
FortisAlberta	<p>Thank you for contacting FortisAlberta regarding the above application for redesignation. We have reviewed the plan and determined that we have no objection to the proposal at this time.</p> <p>FortisAlberta is the Distribution Wire Service Provider for this area. The developer can arrange installation of electrical services and/or utility coordination agreement for this development through FortisAlberta. Please have the developer contact 310-WIRE (310-9473) to make application for electrical services.</p>
<i>Adjacent Municipality</i>	
Village of Beiseker	<p>In reference to the letter received from Rocky View County regarding the land re-designation (PL20180057), the Beiseker Council reviewed the file and have no objections to this.</p>
<i>Rocky View County Boards and Committees</i>	
Agricultural Services	<p>If approved, the solar operation will take a large portion of land out of agricultural production temporarily. The application of the Agricultural Boundary Design Guidelines may be beneficial in buffering the proposed operation from the agricultural lands surrounding it. The guidelines would help mitigate areas of concern including trespass and litter as well as providing a visual barrier.</p>
<i>Internal Departments</i>	
Recreation, Parks and Community Support	<p>The Recreation, Parks and Community Support department has no concerns with this land use redesignation application.</p> <p>Comments pertaining to reserve dedication to support development of parks, open spaces, or an active transportation network will be provided at any future subdivision stage.</p>
Planning and Development Services - Engineering	<p>General:</p> <ul style="list-style-type: none"> The review of this file is based upon the application submitted. These



AGENCY	COMMENTS
	<p>conditions/recommendations may be subject to change to ensure best practices and procedures.</p> <ul style="list-style-type: none">• As a condition of future DP, the applicant will be required to submit a construction management plan addressing noise mitigation measures, traffic accommodation, sedimentation and dust control, management of stormwater during construction, erosion and weed control, construction practices, waste management, firefighting procedures, evacuation plan, hazardous material containment, and all other relevant construction management details.• As a condition of future DP, the applicant will be required to provide an emergency response plan for the site providing details of all emergency response measures for the proposed solar farm operation.• The applicant provided a Noise Impact Assessment prepared by Stantec Engineering dated December 2019, assessing the noise generated by the proposed substation and all related facilities. The assessment took into consideration the ambient noise level in the area (agricultural setting) and provided for the projected noise levels expected in the post development condition at key locations near to the site. The assessment determined the project noise levels are within the required limits.• Engineering has no concerns at this time. <p>Geotechnical:</p> <ul style="list-style-type: none">• Engineering does not have any concerns at this time. <p>Transportation:</p> <ul style="list-style-type: none">• In accordance with the County Plan, a TIA is required in support of a land use amendment for industrial uses. As the proposed development will create an insignificant amount of traffic (1 vehicle a day), no TIA is required at this time.• In accordance with the County Plan, proposals for business development outside of a business area should have direct and safe access to a paved County Road or provincial highway. Range Road 263 is a gravel County Road, Being that the post construction traffic volumes are insignificant, upgrading Range Road 263 to a paved standard will not be required for this application.



AGENCY	COMMENTS
	<ul style="list-style-type: none">• Access to the parcel is currently provided by a gravel approach off Range Road 263. As this development will generate an insignificant amount of traffic no upgrade to the access will be required.• As a condition of future DP, the applicant is required to provide payment of the Transportation Offsite Levy in accordance with Bylaw C-7356-2014. The estimated levy payment owed shall be calculated at time of subdivision based on the plan of survey or at time of DP based on the final site plan. The levy shall be collected on all areas related to the operation and maintenance of the solar farm.• At time of future DP, the County Road Operations group should be contacted to verify whether a Road Use Agreement is required for hauling construction materials to the site. <p>Sanitary/Waste Water:</p> <ul style="list-style-type: none">• The applicant plans to service the proposed development using a PSTS System. The County Servicing Standards only support PSTS systems for normal domestic sewage and generally requires sewage holding tanks for all industrial and commercial uses.• Engineering has no requirements at this time. <p>Water Supply And Waterworks:</p> <ul style="list-style-type: none">• Engineering recommends the use of cistern tanks for potable water supply for non-residential uses including commercial and industrial uses.• Engineering has no requirements at this time. <p>Stormwater Management:</p> <ul style="list-style-type: none">• The applicant provided a conceptual Stormwater Management Plan for the proposed development prepared by Summit dated July 2019, which proposes the use of two stormwater detention ponds to service the proposed development during construction with the ability to reduce to one post construction. The memo also indicates that there will be limited grading work and that the runoff from the panels is to travel across the existing farmland to the naturally existing wetland on the site where water will naturally dissipate and evaporate. Engineering has reviewed the concept and has no further concerns at this time.



AGENCY	COMMENTS
Transportation Services	<ul style="list-style-type: none">As a condition of future DP, the applicant will be required to provide an Erosion & Sedimentation (ESC) Plan, prepared by a qualified professional, providing the ESC measures to be implemented during the development of the subject lands. <p>Environmental:</p> <ul style="list-style-type: none">The applicant provided a Vegetation Wetlands Characterization Memo prepared by Stantec dated July 30, 2019. The review provided a summary of the findings from a variety of environmental databases as well as a site visit and lists potential environmental impacts from the proposed development such as wetland loss, soil loss, alteration to wildlife and amphibian habitats and risks to avian species. The review also provided wetland delineation mapping for the one wetland, which is classified as a temporary shrubby swamp.The Review also concludes that no BIA is required and that the project footprint avoids all wetlands by a minimum of 15m. Engineering has reviewed the memo and has no further concerns at this time.As a condition of future DP, the applicant will be required to obtain all necessary approvals from AEP for the disturbance/loss of the onsite wetlands <p>Applicant to contact County Road Operations with haul details for materials and equipment needed during construction/site development to confirm if Road Use Agreements will be required for any hauling along the County road system and to confirm the presence of County road ban restrictions.</p> <p>Site Grading, fill placement, temporary stockpile placement and berm construction are not to negatively impact existing surface drainage or direct additional surface drainage into adjacent County road allowance.</p>

Circulation Period: October 30, 2019 to November 20, 2019

Agencies that did not respond, expressed no concerns, or were not required for distribution, are not listed.



ROCKY VIEW COUNTY

BYLAW C-7962-2019

A Bylaw of Rocky View County to amend Land Use Bylaw C-4841-97

The Council of Rocky View County enacts as follows:

PART 1 – TITLE

This Bylaw shall be known as Bylaw C-7962-2019.

PART 2 – DEFINITIONS

In this Bylaw the definitions and terms shall have the meanings given to them in Land Use Bylaw C-4841-97 and the *Municipal Government Act*.

PART 3 – EFFECT OF BYLAW

THAT Part 5, Land Use Map No. 81 of Bylaw C-4841-97 be amended by redesignating Lot 1, Block 1, Plan 0713500 within SW-03-28-26-W04M from Ranch and Farm District (RF) to Ranch and Farm District (RF) amended as shown on the attached Schedule 'A' forming part of this Bylaw.

THAT Lot 1, Block 1, Plan 0713500 within SW-03-28-26-W04M is hereby redesignated to Ranch and Farm District (RF) amended as shown on the attached Schedule 'A' forming part of this Bylaw.

PART 4 – TRANSITIONAL

Bylaw C-7962-2019 is passed when it receives third reading, and is signed by the Reeve/Deputy Reeve and the Municipal Clerk, as per Section 189 of the *Municipal Government Act*.

Division: 6

File: 08103010/ PL20180057

READ A FIRST TIME IN COUNCIL this 10th day of December , 2019

PUBLIC HEARING WAS HELD IN COUNCIL this day of , 2020

READ A SECOND TIME IN COUNCIL this day of , 2020

READ A THIRD TIME IN COUNCIL this day of , 2020

Reeve

CAO or Designate

Date Bylaw Signed

SCHEDULE 'A'
FORMING PART OF BYLAW C-7962-2019

Schedule of textual amendments to Section 43.10 and Section 43.15 of the Land Use Bylaw.

Amendments:

1. Add the following lands to the Solar Farm use in Section 43.10 within "Uses, Discretionary":

Solar Farm (applicable only within SE/NE/SW/NW-11-23-28-W04M & SW/SE-14-23-28-W04M & Lot 1, Block 1, Plan 0713500 within SW-03-28-26-W04M). See Section 43.15 for more regulations.

2. Add the following word to section 43.15:

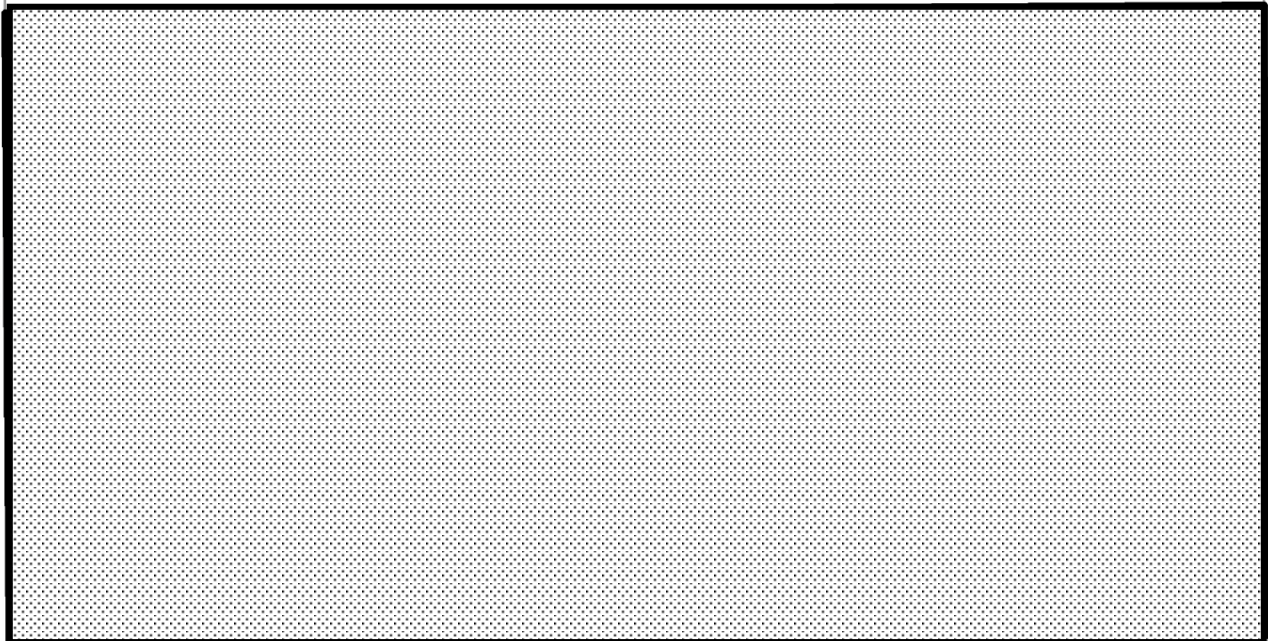
Solar Farm - SE/NE/SW/NW-11-23-28-W04M & SW/SE-14-23-28-W04M & Lot 1, Block 1, Plan 0713500 within SW-03-28-26-W04M

3. Minor spelling, punctuation, and formatting amendments throughout.

SCHEDULE "B"

BYLAW: C-7962-2019

RGE-RD-263

**AMENDMENT**FROM Ranch and Farm District TO Ranch and Farm District (amended)

Subject Land _____

LEGAL DESCRIPTION: Lot 1, Block 1, Plan 0713500SW-03-28-26-W04MFILE: 08103010 PL20180057

DIVISION: 6

ROCKY VIEW COUNTY
Cultivating Communities

SECTION 43 RANCH AND FARM DISTRICT (RF)**43.1 Purpose and Intent**

The purpose and intent of this District is to provide for agricultural activities as the primary land use on a quarter section of land or on large balance lands from a previous subdivision, or to provide for residential and associated minor agricultural pursuits on a small first parcel out.

43.2 Minimum Parcel Size

In order to facilitate the purpose and intent of this District and ensure the sustainability of agricultural uses within the District, for the purpose of subdivision applications, the Minimum Parcel Size in this District is as follows:

- (a) an *unsubdivided quarter section*;
- (b) the area in title at the time of passage of this *Bylaw*;
- (c) that portion of a *parcel* remaining after approval of a redesignation which facilitates a subdivision and after the subsequent registration of said subdivision reduces the area of the parent *parcel* providing the remainder is a minimum of 20.23 hectares (50.00 acres); or
- (d) the portion created and the portion remaining after registration of an *First Parcel Out* subdivision.

LUB 10/12/2013

LUB 10/04/2018

REGULATIONS FOR SMALL PARCELS LESS THAN OR EQUAL TO 8.10 HECTARES (20.00 ACRES) IN SIZE

10/04/2018

43.3 Uses, Permitted

Accessory buildings less than 185.81 sq. m (2,000 sq. ft.) building area
Agriculture, General Dwelling, single detached
Home-Based Business, Type I
Keeping of livestock (See Section 24 for regulations) Private
Swimming Pool

LUB 21/09/2010

43.4 Uses, Discretionary

LUB 10/04/2018

Accessory buildings greater than 185.81 sq. m (2,000 sq. ft.) but no more than 371.61 sq. m (4,000 sq. ft.)
Accessory Dwelling Unit (may be a Secondary Suite, a Suite within a Building, or a Garden Suite)
Animal Health Care Services
Bed and Breakfast Home
Cannabis Cultivation
Child Care facilities
Commercial Communication Facilities – Type “A”, Type “B”, Type “C”
Farm Dwelling, mobile home
Farm Dwelling, moved-in
Farm Gate Sales

LUB 11/09/2018

Farmers Market
Health Care Practice
Home-Based Business, Type II
Horticulture Development
Keeping of livestock (see Section 24 for Regulations)
Kennels of parcels greater than 5.00 hectares (12.36 acres)
Kennels, Hobby
Private Riding Arena on parcels greater than 6.00 hectares (14.83 acres) in area
Signs
Special Events Parking

43.5 General Regulations

LUB 08/10/2013

The General Regulations apply as contained in Part 3 of this Land Use Bylaw, as well as the following provisions:

43.6 Minimum & Maximum Requirements

LUB 10/04/2018

(a) Yard, Front:

- (i) 45.00 m (147.64 ft.) from any road, County;
- (ii) 60.00 m (196.85 ft.) from any road, highway;
- (iii) 15.00 m (49.21 ft.) from any road, internal subdivision or road, service.

(b) Yard, Side:

- (i) 45.00 m (147.64 ft.) from any road, County;
- (ii) 60.00 m (196.85 ft.) from any road, highway;
- (iii) 15.00 m (49.21 ft.) from any road, internal subdivision, or road service;
- (iv) 3.00 m (9.84 ft.) all other.

(c) Yard, Rear:

- (i) 30.0 m (98.4 ft.) from any road, highway;
- (ii) 7.00 m (11.96 ft.) all other.

LUB 10/12/2013

43.7 Minimum Habitable floor area, excluding basement

- (a) 92.00 sq. m (990.28 sq. ft.) single storey dwelling;
- (b) 92.00 sq. m (990.28 sq. ft.) split level dwelling, the total area of two finished levels;
- (c) 74.00 sq. m (796.53 sq. ft.) split entry or bi-level and the main floor;
- (d) 18.00 sq. m (193.75 sq. ft.) finished lower level;
- (e) 92.00 sq. m (990.28 sq. ft.) combined floor area, two storey dwelling;
- (f) 92.00 sq. m (990.28 sq. ft.) main floor for dwelling, moved-in.

43.8 Maximum height of buildings

- (a) principal building – 10.00 m (32.81 ft.);
- (b) accessory buildings – 7.00 m (22.96 ft.)

REGULATIONS FOR LARGE PARCELS GREATER THAN OR EQUAL TO 8.10 HECTARES (20.01 ACRES)
IN SIZE

LUB 10/04/2018

43.9 Uses, Permitted

Accessory buildings (not exceeding 500.00 sq. m (5,381.95 sq. ft.)
 Accessory Dwelling Unit (may be a Secondary Suite, a Suite within a Building, or a Garden Suite)
 Agriculture, General
 Farm dwelling, single detached
 Government Services
 Home-Based Business, Type I
 Keeping of livestock (See Section 24 for regulations)
 Private Swimming Pools

LUB 10/04/2018

43.10 Uses, Discretionary

A second Accessory Dwelling Unit, not including a Garden Suite (for the purposes of family care of farm help, and when associated with a second Farm Dwelling, single detached).
 Accessory building greater than 500.00 sq. m (5,381.95 sq. ft.)
 Additional Farm Dwellings
 Agricultural Processing, Minor
 Animal Health Care Services
 Bed and Breakfast Home
 Bee Keeping
 Cannabis Cultivation
 Commercial Communications Facilities – Type “A”, Type “B”, Type “C”
 Equestrian Centre I and Equestrian Centre II
 Farm dwelling, mobile home

LUB 11/09/2018

Farm dwelling, moved-in Farm Gate Sales Farmers Market
 Fish Farms
 Home-Based Business, Type II Horticulture Development
 Keeping of livestock (See Section 24 for regulations) Kennels
 Kennels, Hobby
 Museums
 Private Riding Arena
 Public Buildings and utilities
 Signs
 Solar Farm (applicable only within SE/NE/SW/NW-11-23-28-W04M & SW/SE-14-23-28-W04M & Lot 1, Block 1, Plan 0713500 within SW-03-28-26-W04M). See Section 43.15 for more regulations.
 Special Care Facility Special Events Parking Working Dogs

LUB 10/04/2018

43.11 General Regulations

The General Regulations apply as contained in Part 3 of this Land Use Bylaw, as well as the following provisions:

43.12 Minimum Requirements

(a) Yard, Front:

- (i) 45.00 m (147.64 ft.) from any road, County;
- (ii) 60.00 m (196.85 ft.) from any road, highway;
- (iii) 15.00 m (49.21 ft.) from any road, internal subdivision or road, service.

(b) Yard, Side:

- (i) 45.00 m (147.64 ft.) from any road, County;
- (ii) 60.00 m (196.85 ft.) from any road, highway;
- (iii) 15.00 m (49.21 ft.) from any road, internal subdivision or road, service;
- (iv) 6.00 m (19.69 ft.) all other.

(c) Yard, Rear:

- (i) 30.00 m (98.43 ft.) from any road, highway;
- (ii) 15.00 m (49.21 ft.) all other.

LUB 10/04/2018

43.13 Minimum Habitable floor area, excluding basement

- (a) 92.00 sq. m (990.28 sq. ft.) single storey dwelling;
- (b) 92.00 sq. m (990.28 sq. ft.) split level dwelling, the total area of two finished levels;
- (c) 74.00 sq. m (796.53 sq. ft.) split entry or bi-level on the main floor;
- (d) 18.00 sq. m (193.75 sq. ft.) finished lower level;

- (e) 92.00 sq. m (990.28 sq. ft.) combined *floor area*, two *storey dwelling*;
- (f) 92.00 sq. m (990.28 sq. ft.) main floor for *dwelling, moved-in*.

LUB 10/04/2018

43.14 Exceptions to Ranch and Farm District (RF)

The following described properties held a designation of Agriculture (2) District or Agricultural (4) under the former Land Use *Bylaw* C-1725-84, and pursuant to that *Bylaw*, the subdivision of one (1) *parcel* from the parent *parcel* was provided for, subject to conformity with all other County *Bylaws* and policies.

Notwithstanding Section 43.11, this *Bylaw*, therefore, continues to provide for the subdivision of one (1) *parcel* or lot from the following described properties:

Section	C-1725-84/This Bylaw	Map #
SE-36-22-29	AG-2-RF	24
SW-10-23-27	AG-2-RF	32
SW-27-23-28	AG-2-RF	33
SE-1-24-28	AG-2-RF	43
SE-13-24-28	AG-2-RF	43
SE-11-25-27	AG-4-RF	52.80 acre <i>parcel</i>
NE-8-26-28	AG-2-RF	63
NW-11-26-28	AG-2-RF	63
SE-5-21-1	AG-2-RF	65
SW-23-26-1	AG-2-RF	65
NW-11-26-3	AG-2-RF	67
SW-34-26-4	AG-2-RF	68
NE-22-27-29	AG-2-RF	74
NW-20-27-2	AG-2-RF	76
SE-12-27-4	AG-2-RF	78
SW-32-27-5	AG-2-RF	79
NW-21-28-25	AG-2-RF	80
NW-35-28-25	AG-2-RF	80
NW-23-28-25	AG-2-RF	80

Section	C-1725-84/This Bylaw	Map #
SW-21-28-26	AG-2-RF	81
NE-3-28-27	AG-2-RF	82
NW-8-28-27	AG-2-RF	82
SW-16-28-27	AG-2-RF	82
NE-15-28-29	AG-2-RF	84
NW-30-28-1	AG-2-RF	85
SE-22-28-4	AG-2-RF	88
SE-23-28-4	AG-2-RF	88
SE-15-28-5	AG-2-RF	89
SE-13-29-1	AG-2-RF	95
SW-13-29-1	AG-2-RF	95

43.15 Solar Farm - SE/NE/SW/NW-11-23-28-W04M & SW/SE-14-23-28-W04M & Lot 1, Block 1, Plan 0713500 within SW-03-28-26-W04M

- a) Minimum setback for all solar farm related infrastructure, when fronting or abutting a developed or undeveloped road allowance and or adjacent property:
 - i. 15.0 m (49.21 ft.)
- b) Notwithstanding 43.15 a), the Development Authority may require a greater setback for the proposed development if, in the opinion of the Development Authority, the proposed development may unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the use, enjoyment or value of neighbouring parcels of land.
- c) Prior to a development permit being issued on the subject lands, the following technical assessments and/or plans may be required at the discretion of the Development Authority:
 - i. Biophysical Impact Assessment.
 - ii. Noise Impact Assessment.
 - iii. Erosion and Sediment Control Plan.
 - iv. Decommissioning Plan.
 - v. Emergency Response Plan.
 - vi. Construction Management Plan.
 - vii. Landscaping Plan.
- d) Landscaping shall be provided in accordance with a Landscape Plan, to be submitted to the Municipality upon application for a Development Permit. The Landscape Plan shall identify the location, type, and extent of all landscaping proposed for the lands.
 - i. The Landscape Plan contemplated herein shall identify the location and extent of the landscaping areas, the plant material proposed, and the methods of irrigation and maintenance of landscaped areas to the satisfaction of the Development Authority.
 - ii. Additional landscaping may be required when fronting or abutting a developed or undeveloped road and or acreage / residence, to the satisfaction of the Development Authority.
 - iii. Elevated mounding may be required when adjacent to an acreage/residence, to the satisfaction of the Development Authority.
- e) The County Council shall be responsible for the issuance of the Solar Farm Development Permit(s) for the listed use.



LOCATION PLAN

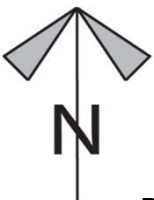
File: 08103010

Development Proposal: To redesignate the subject lands from Ranch and Farm District to Ranch and Farm District (amended) to accommodate the development of a solar farm.

RGE-RD-263

RF → RF (amended)
 ± 32.37 ha
 (± 80.00 ac)

DEVELOPMENT PROPOSAL

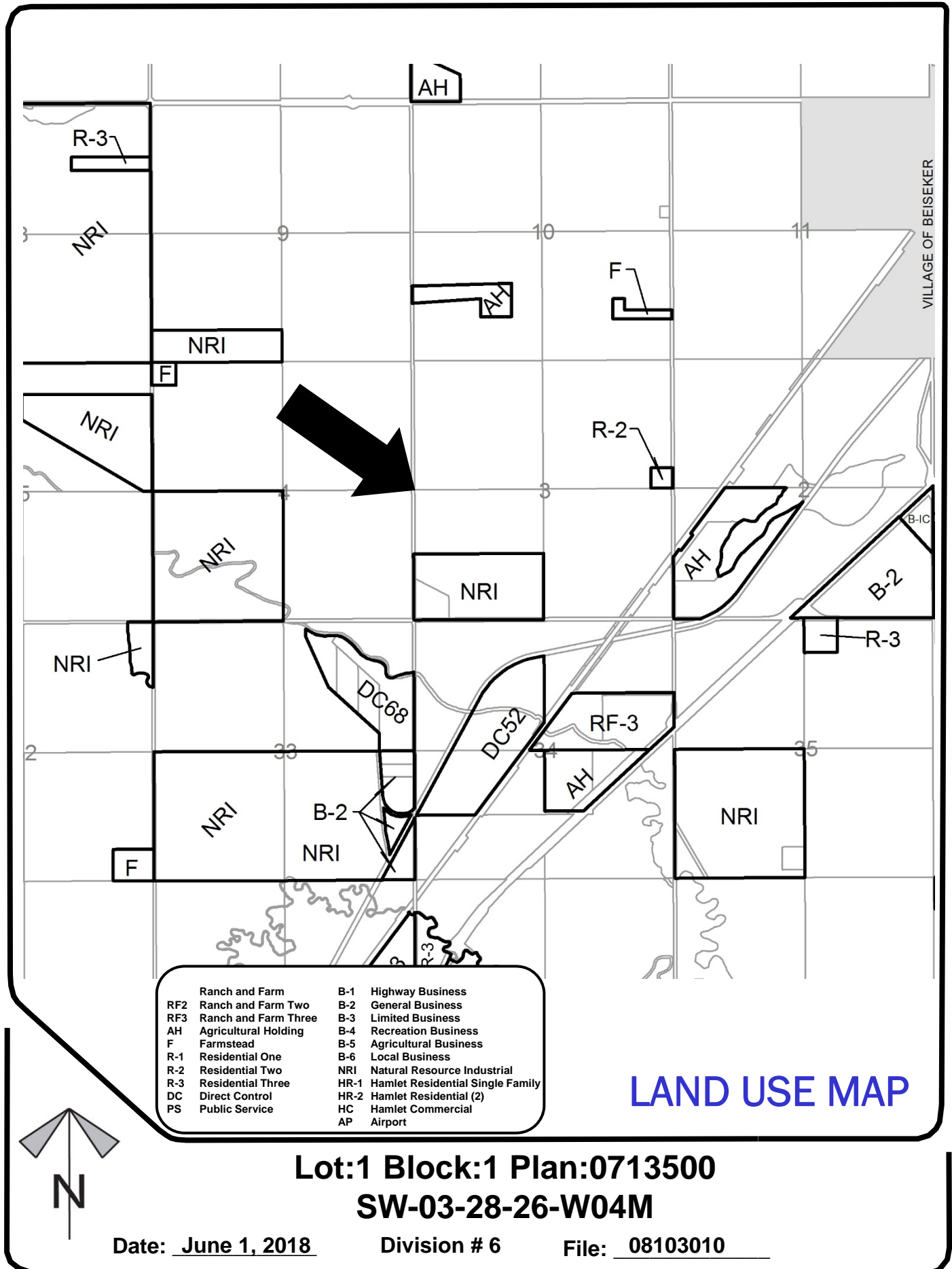


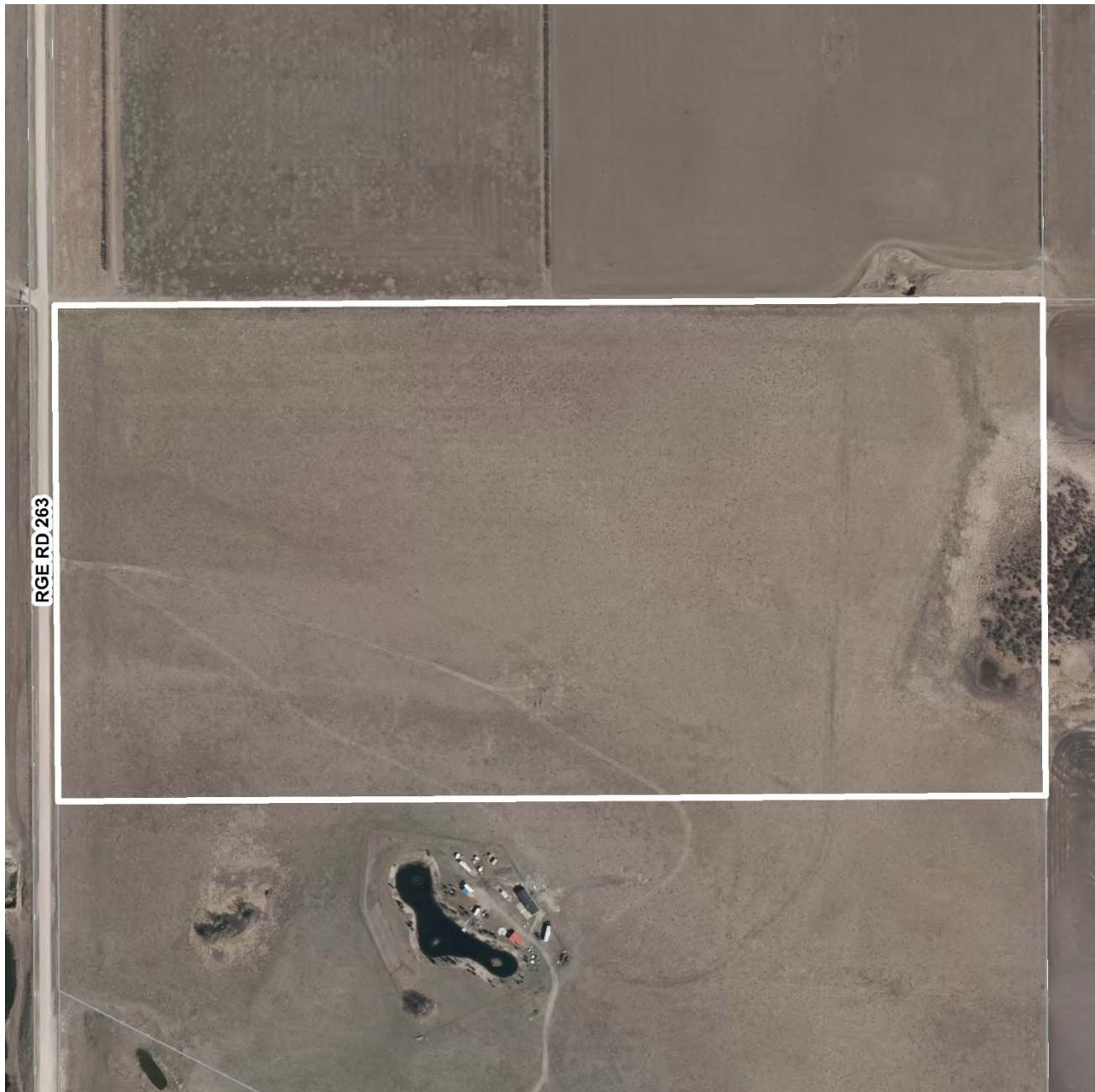
Lot:1 Block:1 Plan:0713500
SW-03-28-26-W04M

Date: June 1, 2018

Division # 6

File: 08103010

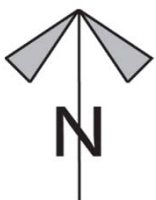




Note: Post processing of raw aerial
photography may cause varying degrees
of visual distortion at the local level.

AIR PHOTO

Spring 2016

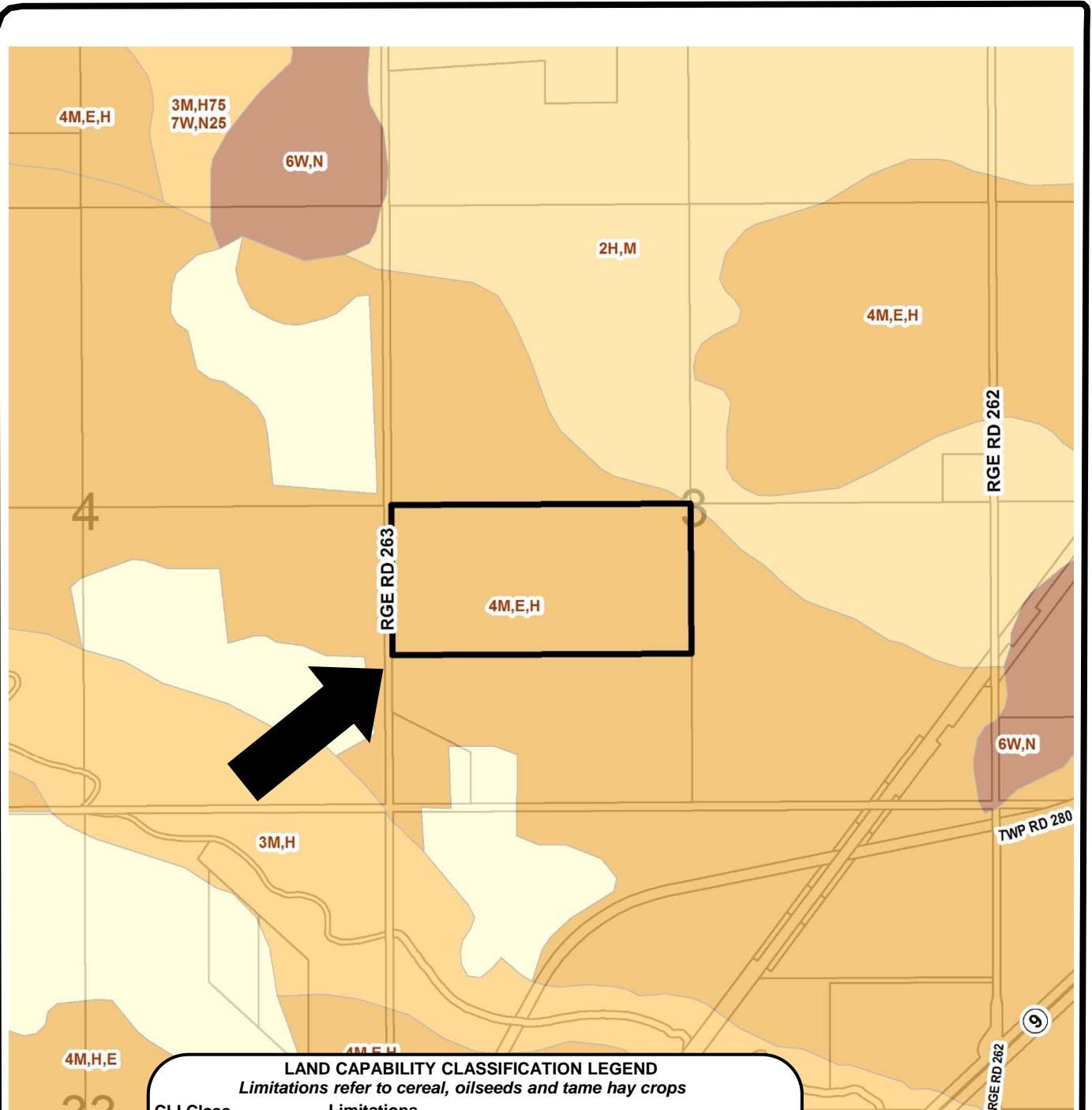


**Lot:1 Block:1 Plan:0713500
SW-03-28-26-W04M**

Date: June 1, 2018

Division # 6

File: 08103010



LAND CAPABILITY CLASSIFICATION LEGEND
Limitations refer to cereal, oilseeds and tame hay crops

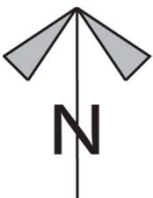
CLI Class

- 1 - No significant limitation
- 2 - Slight limitations
- 3 - Moderate limitations
- 4 - Severe limitations
- 5 - Very severe limitations
- 6 - Production is not feasible
- 7 - No capability

Limitations

- B - brush/tree cover
- C - climate
- D - low permeability
- E - erosion damage
- F - poor fertility
- G - Steep slopes
- H - temperature
- I - flooding
- J - field size/shape
- K - shallow profile development
- M - low moisture holding, adverse texture
- N - high salinity
- P - excessive surface stoniness
- R - shallowness to bedrock
- S - high sodicity
- T - adverse topography
- U - prior earth moving
- V - high acid content
- W - excessive wetness/poor drainage
- X - deep organic deposit
- Y - slowly permeable
- Z - relatively impermeable

SOIL MAP

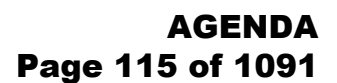


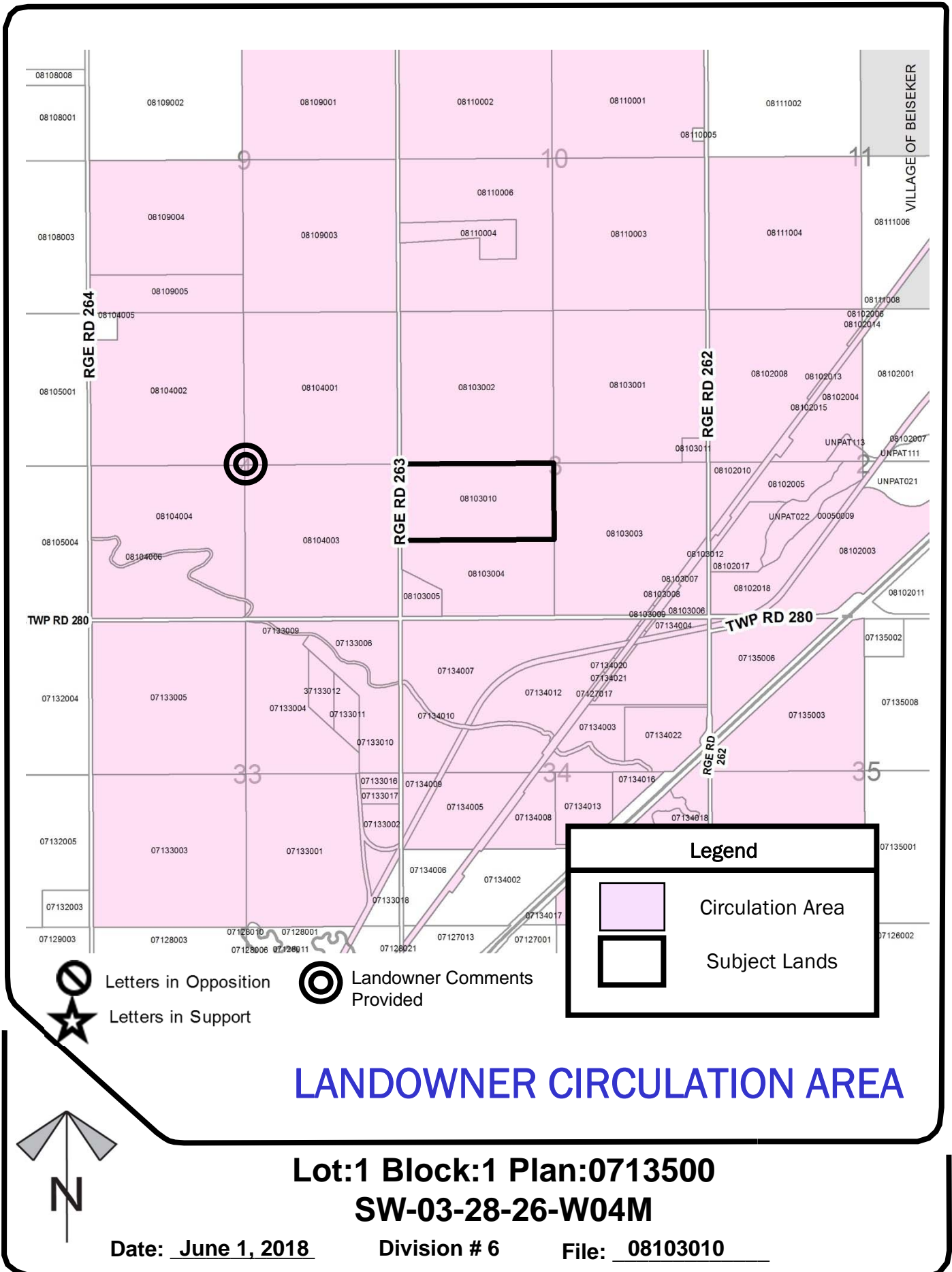
Lot:1 Block:1 Plan:0713500
SW-03-28-26-W04M

Date: June 1, 2018

Division # 6

File: 08103010





*McNair Sand & Gravel Ltd.**Box 205 Beiseker Alberta T0M 0G0**Phone # 403-947-2233 Fax # 403-947-2237/ email: office@mcnairmsg.ca*

November 21, 2019

McNair Sand & Gravel Ltd.
Box 205
Beiseker, AB T0M 0G0

Attention: Jessica Anderson.

Re: File Number 08103010

Re: Application Number PL20180057

Please accept this email as my submission containing comments and concerns pertaining to the above-mentioned file and application number.

As a landowner and aggregate producer in the area I have concerns that the applicant may not fully understand the nature or the operation we currently operate immediately to the west of the subject land. It is common knowledge any aggregate mining and production generates some dust and regardless of all our efforts to contain all the dust on our site some will escape. The subject land is directly across the road from our operation and will be subjected to some of the dust off our site.

I do support the application under the condition that the applicant is fully aware of the fact they will be directly across the road from our operations and will have to deal with some dust, small as it may be. We do, and will continue to do, what is reasonable to contain the dust on our site but do expect the applicant to accept the fact that we are not, and will never be able to, contain all the dust. We do employ best practices in our operation and will continue to do so. We do make dust suppression one of our top priorities and do a good job of containing it with the use of water and calcium chloride.

Our operation has been in place for many years and will continue for many more years to come. I do not feel we should have to significantly change our operations to accommodate the solar farm. We do plan to mine the NE 4 28 26 in the not too distant future, this will be a continuation of the current operation in NW 4 28 26. I will be very disappointed if our current or future operation in the NW 4 28 26 is negatively impacted in order to accommodate the operation of the proposed solar farm.

I am a huge supporter of development in the area. I feel the solar farm is a land use that is in keeping with some of the current uses in the area as long as the applicant is aware of , and willing to accept the fact, that we currently operate in the area and do plan to move operations even closer to the proposed solar farm than they are currently.

With my concerns mentioned above please consider this email an expression of my conditional support of the proposed land use application.

Miles McNair
McNair Sand & Gravel Ltd
Owner/General Manager

November 21, 2019

McNair Rock Products Ltd.
Box 29
Beiseker, AB T0M 0G0

Attention: Jessica Anderson.

Re: File Number 08103010

Re: Application Number PL20180057

Please accept this letter as our submission containing comments and concerns pertaining to the above-mentioned file and application number.


As a landowner and aggregate producer in the area I have concerns that the applicant may not fully understand the nature or the operation we currently operate immediately to the west of the subject land. It is common knowledge any aggregate mining and production generates some dust and regardless of all our efforts to contain the dust on our site some will escape. The subject land is directly west and across the road from our operation. With the prevailing winds out of the North West, they will be subjected to some of the dust off our site.

I do support the application under the condition that the applicant is fully aware of the fact they will be directly across the road from our operations and will have to deal with some dust, small as it may be. We do, and will continue to do, what is reasonable to contain the dust on our site but do expect the applicant to accept the fact that we are not, and will never be able to, contain all the dust. We do employ best practices in our operation and will continue to do so. We do make dust suppression one of our top priorities and do a good job of containing it with the use of water and calcium chloride.

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I am a huge supporter of development in the area. I feel the solar farm is a land use that is in keeping with some of the current uses in the area as long as the applicant is aware of, and willing to accept the fact, that we currently operate in the area and do plan to move operations even closer to the proposed solar farm than they are currently.

Please consider this letter as conditional support of the proposed land use application based on the concerns raised above.

 Digitally signed
by Monty McNair
Date:
2019.11.22
11:59:37-07'00'

Monty McNair

President

November 21, 2019

Monty McNair


Attention: Jessica Anderson.

Re: File Number 08103010

Re: Application Number PL20180057

Please accept this letter as our submission containing comments and concerns pertaining to the above-mentioned file and application number.

As a landowner and aggregate producer in the area I have concerns that the applicant may not fully understand the nature or the operation we currently operate immediately to the west of the subject land. It is common knowledge any aggregate mining and production generates some dust and regardless of all our efforts to contain the dust on our site some will escape. The subject land is directly west and across the road from our operation. With the prevailing winds out of the North West, they will be subjected to some of the dust off our site.

I do support the application under the condition that the applicant is fully aware of the fact they will be directly across the road from our operations and will have to deal with some dust, small as it may be. We do, and will continue to do, what is reasonable to contain the dust on our site but do expect the applicant to accept the fact that we are not, and will never be able to, contain all the dust. We do employ best practices in our operation and will continue to do so. We do make dust suppression one of our top priorities and do a good job of containing it with the use of water and calcium chloride.

Our operation has been in place for many years and will continue for many more years to come. I do not feel we should have to change our operations to accommodate the solar farm. We do plan to mine the NE 4 28 26 in the not too distant future, this will be a continuation of the current operation in NW 4 28 26. I do not expect our current or future operation in the NW 4 28 26 will be negatively impacted in order to accommodate the operation of the proposed solar farm.

I am a huge supporter of development in the area. I feel the solar farm is a land use that is in keeping with some of the current uses in the area as long as the applicant is aware of, and willing to accept the fact, that we currently operate in the area and do plan to move operations even closer to the proposed solar farm than they are currently.

Please consider this letter as conditional support of the proposed land use application based on the concerns raised above.

Monty McNair

November 21, 2019

Miles McNair


Attention: Jessica Anderson.

Re: File Number 08103010

Re: Application Number PL20180057

Please accept this email as my submission containing comments and concerns pertaining to the above-mentioned file and application number.

As a landowner and aggregate producer in the area I have concerns that the applicant may not fully understand the nature or the operation we currently operate immediately to the west of the subject land. It is common knowledge any aggregate mining and production generates some dust and regardless of all our efforts to contain all the dust on our site some will escape. The subject land is directly across the road from our operation and will be subjected to some of the dust off our site.

I do support the application under the condition that the applicant is fully aware of the fact they will be directly across the road from our operations and will have to deal with some dust, small as it may be. We do, and will continue to do, what is reasonable to contain the dust on our site but do expect the applicant to accept the fact that we are not, and will never be able to, contain all the dust. We do employ best practices in our operation and will continue to do so. We do make dust suppression one of our top priorities and do a good job of containing it with the use of water and calcium chloride.

Our operation has been in place for many years and will continue for many more years to come. I do not feel we should have to significantly change our operations to accommodate the solar farm. We do plan to mine the NE 4 28 26 in the not too distant future, this will be a continuation of the current operation in NW 4 28 26. I will be very disappointed if our current or future operation in the NW 4 28 26 is negatively impacted in order to accommodate the operation of the proposed solar farm.

I am a huge supporter of development in the area. I feel the solar farm is a land use that is in keeping with some of the current uses in the area as long as the applicant is aware of, and willing to accept the fact, that we currently operate in the area and do plan to move operations even closer to the proposed solar farm than they are currently.

With my concerns mentioned above please consider this email an expression of my conditional support of the proposed land use application.

Miles McNair

Jessica Anderson

From: Michelle Mitton
Sent: Thursday, January 30, 2020 12:13 PM
To: Jessica Anderson
Subject: FW: Re:C-7962-2019

Follow Up Flag: Follow up
Flag Status: Completed

FYI

MICHELLE MITTON, M.Sc
Legislative Coordinator | Municipal Clerk's Office

ROCKY VIEW COUNTY
262075 Rocky View Point | Rocky View County | AB | T4A 0X2
Phone: 403-520- 1290 |
MMitton@rockyview.ca | www.rockyview.ca

This e-mail, including any attachments, may contain information that is privileged and confidential. If you are not the intended recipient, any dissemination, distribution or copying of this information is prohibited and unlawful. If you received this communication in error, please reply immediately to let me know and then delete this e-mail. Thank you.

From: John Richter [REDACTED]
Sent: Wednesday, January 29, 2020 8:00 PM
To: PAA_ LegislativeServices <legislativeservices@rockyview.ca>
Subject: Re:C-7962-2019

We support the redesignation of the subject parcel to accommodate the development of a solar farm.
John Richter and Richter Farms Ltd.
N3-28- 26-W4



PLANNING AND DEVELOPMENT SERVICES

TO: Council
DATE: February 25, 2020 **DIVISION:** 5
TIME: Afternoon Appointment
FILE: 05303012 **APPLICATION:** PL20180134
SUBJECT: Redesignation Item – Residential Three District to Local Commercial District

POLICY DIRECTION:

Relevant policies for this application include the Interim Growth Plan, the County Plan, the Conrich Area Structure Plan, and the Conrich Station Conceptual Scheme.

EXECUTIVE SUMMARY:

The purpose of this application is to redesignate the subject lands from Residential Three District to Commercial – Local Commercial District to accommodate future subdivision in accordance with the Conrich Station Conceptual Scheme.

Council gave first reading to Bylaw C-7963-2019 on December 10, 2019.

The proposed application is consistent with the Conrich ASP and the Conrich Station Conceptual Scheme as well as the Land Use Bylaw, and Administration determined that:

- The application is consistent with the land use strategy and commercial policies (section 11) of the Conrich ASP;
- The applicant is consistent with the *Figure 12: Development Concept* of the Conrich Station Conceptual Scheme;
- The application complies with the minimum parcel size, purpose and intent of the Commercial – Local Commercial District; and
- All technical concerns can be addressed through the conditions of approval for the future subdivision or development permit.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

DATE APPLICATION RECEIVED: November 8, 2018

DATE DEEMED COMPLETE: August 8, 2019

PROPOSAL: To redesignate the subject lands from Residential Three District to Commercial - Local Commercial District to accommodate future subdivision in accordance with the Conrich Station Conceptual Scheme.

LEGAL DESCRIPTION: Lot 1, Block 1, Plan 1213166 within SW-03-25-28-W04M

GENERAL LOCATION: Located at the northeast junction of Township Road 250 and Logistics Parkway.

APPLICANT: Konschuk Consulting

Administration Resources

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OWNERS:	Robert John Adamowicz
EXISTING LAND USE DESIGNATION:	Residential Three District (R-3)
PROPOSED LAND USE DESIGNATION:	Commercial – Local Commercial (C-LC)
GROSS AREA:	± 4.00 hectares (± 9.88 acres)
SOILS (C.L.I. from A.R.C.):	3W I60 3T40 – Moderate limitations to cereal crop production due to excessive wetness/poor drainage, flooding by streams or lakes, and adverse topography (step and/or long uniform slopes).

PUBLIC & AGENCY SUBMISSIONS:

This proposal was circulated to 42 adjacent landowners; no letters were received in response. The application was also circulated to a number of internal and external agencies, and those responses are available in Appendix 'A'.

HISTORY:

December 8, 2015	The Conrich Area Structure Plan was adopted by Council.
December 2014	The Conrich Station Conceptual Scheme was adopted by Council.
October 29, 2012	Plan 1213166 was registered creating the subject 9.88 acre parcel.
June 29, 2011	An application to redesignate a portion of the subject lands from Ranch and Farm District to Residential Three District was approved.

BACKGROUND:

The subject parcel is located within the Conrich Industrial Area, at the northeast junction of Township Road 250 and Range Road 283. The property is currently undeveloped. Access is currently gained through the adjacent parcel; although these lands do front onto Logistics Parkway. The lands are currently not serviced for water and wastewater.

The quarter section in which the subject land is located is designated Industrial – Industrial Activity and identified as General Industrial in both the Conrich ASP and Conrich Station Conceptual Scheme.

The Conrich Station Conceptual Scheme identifies Cell 1A (subject lands) for Potential Commercial/Office. Areas identified for 'Potential Commercial/Office Use' are expected to accommodate either general industrial developments or commercial/office developments that provide amenity and support to the Calgary Logistics Park at Conrich and associated distribution-oriented developments.

Access, water, wastewater and stormwater considerations are all expected to be developed in conjunction with the adjacent lands per the Conrich Station Conceptual Scheme.

POLICY ANALYSIS:

Conrich Area Structure Plan

The subject lands are identified on Map 5: Land Use Strategy as industrial lands. Further, Policy 11.4 states that commercial and other business uses that are compatible with industrial uses, and have minimal impact on the local infrastructure, may be appropriate within an industrial area. A *local plan* is required to support applications for industrial development and the Conrich Station Conceptual Scheme was adopted in December, 2014.

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Conrich Station Conceptual Scheme

The subject lands are identified on Figure 12: Development Concept as Commercial/Office. Further, policy 3.3.3 states that areas identified for 'Potential Commercial/Office Use' are expected to accommodate either general industrial developments or commercial/office developments that provide amenity and support to the Calgary Logistics Park at Conrich and associated distribution-oriented developments.

The proposed Commercial – Local Commercial District would provide for commercial business uses, appropriate in a comprehensively-planned area, to provide a combination of shops, services, offices, entertainment, accommodation, and government services. The types of developments within this district are small to moderate in size, primarily serve the needs of local clientele, and designed to ensure pedestrian-friendly parking areas with attractive landscaping components.

All servicing, transportation and stormwater aspects would be developed comprehensively with the remainder of the quarter section or portions thereof.

Proposed Direct Control District

The proposed Commercial – Local Commercial District is the appropriate district for the existing parcel size and intended range of uses.

CONCLUSION:

The lands are located within the policy area of the County Plan, Conrich Area Structure Plan (CASP) and the Conrich Station Conceptual Scheme, and the application was evaluated in accordance with these plans. Administration determined that the proposed redesignation is consistent with the relevant plans, the technical aspects of the proposal are feasible, and detailed design would be provided and implemented at the subdivision or Development Permit stage.

OPTIONS:

- Option #1: Motion #1 THAT Bylaw C-7963-2019 be given second reading.
 Motion #2 THAT Bylaw C-7963-2019 be given third and final reading.
- Option #2: THAT application PL20180134 be refused.

Respectfully submitted,

Concurrence,

“Theresa Cochran”

“Al Hoggan”

Executive Director
Community Development Services

Chief Administrative Officer

JA/lt

APPENDICES:

- APPENDIX 'A': Application Referrals
 APPENDIX 'B': Bylaw C-7963-2019 and Schedule A
 APPENDIX 'C': Map Set

Administration Resources

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APPENDIX A: APPLICATION REFERRALS

AGENCY	COMMENTS
<i>Other External Agencies</i>	
CN Rail	<p>I have reviewed the information you sent and the site location for the above noted application.</p> <p>CN Rail has no concerns about the development plan as presented.</p>
<i>Internal Departments</i>	
Planning and Development Services - Engineering	<p>General:</p> <ul style="list-style-type: none"> The applicant will be responsible for all required payments of 3rd party reviews and/or inspections as per the Master Rates Bylaw, based on the County's discretion. <u>As a condition of future subdivision and/or development permit</u>, the applicant is required to submit a Construction Management Plan and Erosion and Sedimentation Control plan, in accordance with the requirements of the County Servicing Standards. <p>Geotechnical:</p> <ul style="list-style-type: none"> <u>As a condition of future subdivision and/or development permit</u>, the applicant shall submit a Geotechnical Report, in accordance with the County Servicing Standards. <u>As a condition of future subdivision and/or development permit</u>, the applicant shall to submit a deep fill report, if any areas of fill are greater than 1.2 metres depth. <u>As a condition of future subdivision and/or development permit</u>, the applicant shall submit a site grading plan, which shall be in accordance with the recommendations of the geotechnical report submitted. The site grading shall be designed such that the subject lands drain towards the stormwater system for the greater Cell 1 West. <p>Transportation:</p> <ul style="list-style-type: none"> In accordance with CS 4.3.1.5, no direct access to development shall be provided via an approach from Township Road 250. In accordance with the Conrich Station Conceptual Scheme, the subject lands are not to have direct access to Logistics Parkway, but are to be accessed via an internal roadway within Cell 1 West. As the internal roadway within the adjacent lands in Cell 1 West has not yet been constructed, the applicant must confirm the proposed interim access. This interim access shall be reclaimed and access shall be via the internal road within Cell 1 West once it is constructed by others. Should the adjacent Cell 1 West lands develop prior to the subject lands, then interim access from Logistics Parkway will not be necessary and access shall be via the internal roadway.

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- Ideally, the ultimate access to the subject lands would be via an internal road within Cell 1 West, which aligns with the intersection of Logistics Parkway & Logistics Drive.
- County GIS has traffic count data which was collected on Township Road 250 immediately west of Logistics Parkway (Range Road 283), which indicates 3113 vehicles per day (May 26, 2017), of which 42% was truck traffic. Although County traffic count data is not available on Logistics Parkway, it would be reasonable to assume that majority of this truck traffic is coming to/from the CN lands via Logistics Parkway.
- As part of the application the applicant submitted a Trip Generation Review prepared by Bunt & Associates;
 - The review determined that the recommendations from the Conrich Station TIA remain valid.
 - A temporary access will be located on Logistics Parkway between TWP 250 and Logistic Drive.
 - Any access will be required to meet Rocky View County Policy 410.
 - At future DP or subdivision phase, the applicant may be required to submit an updated TIA based on the end land use.
 - Engineering has no further comments at this time.
- As a condition of future subdivision and/or development permit, the applicant shall provide road dedication, by plan of survey, of a 3 metre wide strip of land along the entire southern border of the subject lands (CS 4.3.3.2).
 - Township Road 250 is identified as a Network A road in the TOL Bylaw, which requires 36m of ROW. Current ROW is 25m wide, with the subject lands having dedicated 5m of ROW in the past. Therefore, an additional 3m of ROW is required to be dedicated from the subject lands. The additional future ROW will be acquired from the lands to the south of the subject lands (NW-34-24-28-W04M).
- As a condition of future subdivision and/or development permit, the applicant will be required to provide payment of the Transportation Offsite Levy in accordance with applicable levy at time of Subdivision and/or Development Permit approval, as amended, for the total gross acreage of the lands proposed to be developed or subdivided.
 - Base Levy = \$4595/acre. Special Area 2 = \$5833/acre.
Acreage = 9.88 acres. Estimated TOL payment =
(\$10,428/acre)*(9.88acres) = \$103,029.
- As a condition of future subdivision and/or development permit, the applicant may be required to enter into a Development Agreement with the County for the construction of any proposed internal roads, in accordance with the requirements of the County's Servicing Standards.

Sanitary/Wastewater:

- At the current time, the Langdon Wastewater Treatment Plant (LWWTP) has been fully allocated and there is no additional capacity to service this subdivision until such time as the Stage 1A upgrades

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have been completed. Stage 1A upgrades to the LWWTP will result in about 1000m³/day of additional capacity. The funding for the upgrades has been approved by RVC Council and Alberta Environment approvals have been obtained.

- As per the Conrich ASP and Conrich Station Conceptual Scheme, the entire Conrich Station CS lands fall within Sanitary Catchment Area 3 (SCA 3). Future servicing of SCA 3 is ultimately to be by gravity mains that lead to Lateral Lift Station (LS-3) in the southeast corner of Conrich Station Cell 1 East (SE-03-28-28-W04M). LS-3 will tie into the East Rocky View Wastewater Transmission Main (ERVWWTM), and wastewater will be transported to the Langdon Wastewater Treatment Plant.
- In accordance with the Conrich ASP, all new development shall connect to the County's wastewater system (23.15).
- In accordance with the Conrich Station Conceptual Scheme, all business development is anticipated to be serviced by the ERVWWTM (5.3.1). However, consideration may be given to allow for limited servicing, with a deferred services agreement in place, where the development proceeds in an order that places undue burden on Cell 1A (5.4). Accordingly, the County may consider allowing an interim limited wastewater servicing solution, given that fronting the construction of the sanitary lift station (LS-3) would likely make the project financially unfeasible.
- If development of the subject lands (Cell 1A) proceeds prior to the remainder of Cell 1, limited servicing shall be considered:
 - As a condition of future subdivision and/or development permit, the applicant shall provide an interim wastewater servicing solution in the form of a sewage holding tank. Details of the holding tank shall be provided and its location shall be identified on a site plan.
 - As a condition of future subdivision and/or development permit, the applicant shall enter into a Deferred Services Agreement with the County, requiring the applicant to connect to County wastewater system when it becomes available.
- If development of the subject lands (Cell 1A) proceeds after the remainder of Cell 1, and the sanitary infrastructure identified in the ASP & Conceptual Scheme has been implemented by others, the applicant shall connect to the County's Wastewater System:
 - As a condition of future subdivision and/or development permit, the applicant shall provide a water & wastewater servicing assessment to determine the capacities required to be allocated to the subject lands, to the satisfaction of the County. (Conceptual Scheme 5.4.8)
 - As a condition of future subdivision and/or development permit, the applicant shall purchase the wastewater capacity required to service the development, as determined by the servicing assessment, in accordance with the requirements of the County's Water & Wastewater Offsite Levy Bylaw (C-7273-2013). (Conceptual Scheme 5.3.2)

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- As a condition of subdivision and/or development permit, the applicant shall enter into a Development Agreement, in accordance with the requirements of the County Servicing Standards, for the construction of all wastewater infrastructure required to service the development.
 - Additional agreements may be required to establish the operation and maintenance responsibilities of this system. (Conceptual Scheme 5.4.5)
- As a condition of future subdivision and/or development permit, the developer shall be responsible for paying any applicable Cost Recovery for sanitary infrastructure that has been implemented by other and benefits the subject lands.
- As a condition of future subdivision and/or development permit, the applicant will be required to secure all necessary easements and ROWs for all wastewater infrastructure on the subject lands.

Water Supply And Waterworks:

- In accordance with the Conrich ASP (23.9) and the Conrich Staton Conceptual Scheme (5.1.1), all new development shall connect to the County's potable water system.
- In accordance with the Conrich Station Conceptual Scheme, the potable water distribution system for the plan area is to connect to the water main located in the southwest corner of the subject lands. As the potable water infrastructure in the plan area has not been constructed, the developer may be required to implement these improvements if they are the first to proceed. The developer shall be eligible for cost recovery for any improvements they implement which benefit the surrounding lands.
- As a condition of future subdivision and/or development permit, the applicant shall provide a water & wastewater servicing assessment to determine the capacities required to be allocated to the subject lands, to the satisfaction of the County. (Conceptual Scheme 5.2.7)
- As a condition of future subdivision and/or development permit, the applicant shall purchase the water capacity required to service the development, as determined by the servicing assessment, in accordance with the requirements of the County's Water & Wastewater Offsite Levy Bylaw (C-7273-2013). (Conceptual Scheme 5.1.2)
- If development of the subject lands (Cell 1A) proceeds prior to the remainder of Cell 1:
 - As a condition of future subdivision and/or development permit, the applicant shall enter into a Development Agreement, in accordance with the requirements of the County Servicing Standards, for the construction of all water infrastructure required to service the development.
 - The developer shall give consideration to the water demands of the other lands within the plan area, and shall be responsible for any necessary oversizing of the water system, to accommodate future connection of the remaining lands within the plan area.

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- The water distribution system shall be required to meet the fire flow requirements of the County Servicing Standards and the Fire Hydrant Water Suppression Bylaw (ASP 21.6, 23.21; Conceptual Scheme 5.2.3).
 - The developer shall be eligible to enter into a Cost Recovery Agreement with the County, to allow them to recover a proportionate share of costs from benefitting lands, for oversizing of any water infrastructure.
- If development of the subject lands (Cell 1A) proceeds after the remainder of Cell 1, and the potable water infrastructure identified in the ASP & Conceptual Scheme has been implemented by others, the applicant shall connect to the County's Potable Water System:
 - As a condition of future subdivision and/or development permit, the developer may be required to enter into a Development Agreement, for the construction of any water infrastructure required to service the development that has not been implemented by others.
 - As a condition of future subdivision and/or development permit, the developer shall be responsible for paying any applicable Cost Recovery for potable water infrastructure that has been implemented by other and benefits the subject lands.
- As a condition of future subdivision and/or development permit, the applicant will be required to secure all necessary easements and utility right-of-ways for all County water infrastructure on the subject lands.
- All future industrial and commercial buildings shall be required to provide fire suppression infrastructure in accordance with the requirements of the County Servicing Standards and the Fire Hydrant Water Suppression Bylaw (ASP 21.6, 23.21).

Storm Water Management:

- The subject lands were considered as draining to the Cell 1 West stormwater pond that is identified in the Conrich Station Phase 1 Staged Master Drainage Plan (Westhoff Engineering Resources, Inc. – May 31, 2016), which was prepared for CN in support of the Conrich Station Cell 1 West applications. As the Cell 1 West stormwater pond has not yet been constructed, an interim solution must be implemented until such time that the pond is constructed.
- As the downstream stormwater conveyance route from the plan area is yet to be realized, the subject lands will be under an interim onsite zero discharge condition. In the future, the subject lands may be connected to either SRDP or the CSMI, at which time there will be a UARR = 0.8L/s/ha, and a VCT = 40mm.
- At this time, the applicant shall submit a Conceptual Site-Specific Stormwater Implementation Plan, identifying interim stormwater management concepts to be implemented until the stormwater management infrastructure required to service the greater Cell 1 West has been constructed by others.

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- As a condition of future subdivision and/or development permit, the applicant shall submit a Site-Specific Stormwater Implementation Plan (SSIP), in accordance with the County Servicing Standards, which shall include:
 - For the interim, the stormwater system shall be designed to retain 100% of the surface drainage generated within the subject lands (CS 5.5.2), until such time that a discharge to SRDP or CSMI is secured. The SWMR shall include details for the outlet control structure to allow for future discharge.
 - All necessary engineered drawings.
 - Identification of areas to be used for stormwater irrigation.
 - The SSIP shall follow the concepts and recommendations laid out in the Conrich Station Phase 1 Staged Master Drainage Plan (Westhoff Engineering Resources. Inc. - May 31, 2016), the Sub Catchment Master Drainage Plan for Conrich Station (Westhoff Engineering Resources. Inc. – December 9, 2013), and the Conrich Master Drainage Plan.
- As a condition of future subdivision and/or development permit, the applicant shall provide, for implementation and registration, any overland drainage utility right-of-ways as determined by the Site-Specific Stormwater Implementation Plan, all to the satisfaction of Alberta Environment and the County (CS 5.5.9).
- As a condition of future subdivision and/or development permit, the applicant shall provide an irrigation plan to be registered on title, by caveat.
- As a condition of future subdivision and/or development permit, the applicant will be required to provide payment of the Stormwater Offsite Levy in accordance with applicable levy at time of Subdivision and/or Development Permit approval, as amended, for the total gross acreage of the lands proposed to be developed or subdivided.
 - Base Levy = \$5488/acre. Acreage = 9.88 acres. Estimated SOL payment = (\$5488/acre)*(9.88 acres) = \$54,221.

Environmental:

- County GIS identifies two wetlands on the subject lands, and a third wetland is identified on the subject lands in the Conrich Station Phase 1 Staged Master Drainage Plan (Westhoff Engineering Resources, Inc. – May 31, 2016).
- Mitigation and compensation for wetland disturbances shall be to the satisfaction of Alberta Environment.
- As a condition of future subdivision and/or development permit, the applicant will be required to submit a Wetland Impact Assessment, in accordance with the County Servicing Standards and Conrich Station Conceptual Scheme (2.9).
- As a condition of future subdivision and/or development permit, the applicant shall provide confirmation of Alberta Environment Water Act approvals for wetland disturbances, prior to Development Agreement endorsement by the County.

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**ROCKY VIEW COUNTY**

Circulation Period: December 4, 2018 to December 27, 2018

Agencies that did not respond, expressed no concerns, or were not required for distribution, are not listed.

Administration Resources

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ROCKY VIEW COUNTY

BYLAW C-7963-2019**A Bylaw of Rocky View County to amend Land Use Bylaw C-4841-97**

The Council of Rocky View County enacts as follows:

PART 1 – TITLE

This Bylaw shall be known as Bylaw C-7963-2019.

PART 2 – DEFINITIONS

In this Bylaw the definitions and terms shall have the meanings given to them in Land Use Bylaw C-4841-97 and the *Municipal Government Act*.

PART 3 – EFFECT OF BYLAW

THAT Part 5, Land Use Map No. 53 of Bylaw C-4841-97 be amended by redesignating Lot 1, Block 1, Plan 1213166 within SW-03-25-28-W04M from Residential Three District (R-3) to Commercial – Local Commercial (C-LC) amended as shown on the attached Schedule 'A' forming part of this Bylaw.

THAT Lot 1, Block 1, Plan 1213166 within SW-03-25-28-W04M is hereby redesignated to Commercial – Local Commercial (C-LC) as shown on the attached Schedule 'A' forming part of this Bylaw.

PART 4 – TRANSITIONAL

Bylaw C-7963-2019 is passed when it receives third reading, and is signed by the Reeve/Deputy Reeve and the Municipal Clerk, as per Section 189 of the *Municipal Government Act*.

Division: 5
File: 05303012/ PL20180134

READ A FIRST TIME IN COUNCIL this 10th day of December , 2019

PUBLIC HEARING WAS HELD IN COUNCIL this day of , 2020

READ A SECOND TIME IN COUNCIL this day of , 2020

READ A THIRD TIME IN COUNCIL this day of , 2020

 Reeve

 CAO or Designate

 Date Bylaw Signed

SCHEDULE "A"

BYLAW: C-7963-2019

± 4.00 ha
(± 9.88 ac)

AMENDMENT

FROM Residential Three District TO Commercial – Local Commercial District



Subject Land _____

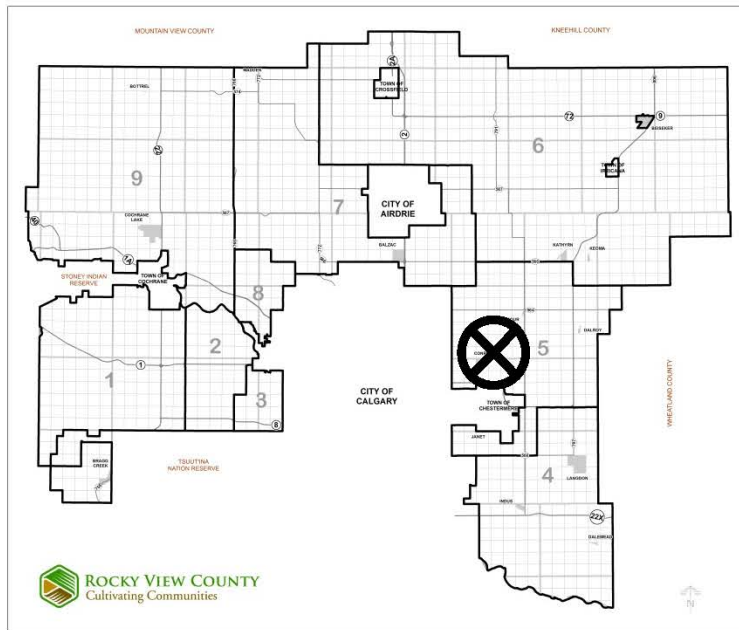
LEGAL DESCRIPTION Lot 1, Block 1, Plan 1213166 within
SW-03-25-28-W04M



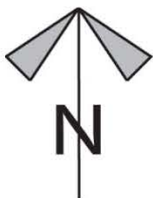
ROCKY VIEW COUNTY
Cultivating Communities

FILE: 05303012

DIVISION: 5



LOCATION PLAN



SW-03-25-28-W04M

Lot:1 Block:1 Plan:1213166

Date: 11-Feb-20

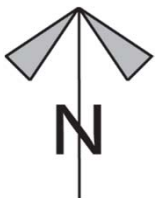
Division # 5

File: 05303012

Development Proposal: To redesignate the subject lands from Residential Three District to Commercial – Local Commercial District to accommodate future subdivision in accordance with the Conrich Station Conceptual Scheme.

R-3 → C-LC
± 4.00 ha
(± 9.88 ac)

DEVELOPMENT PROPOSAL



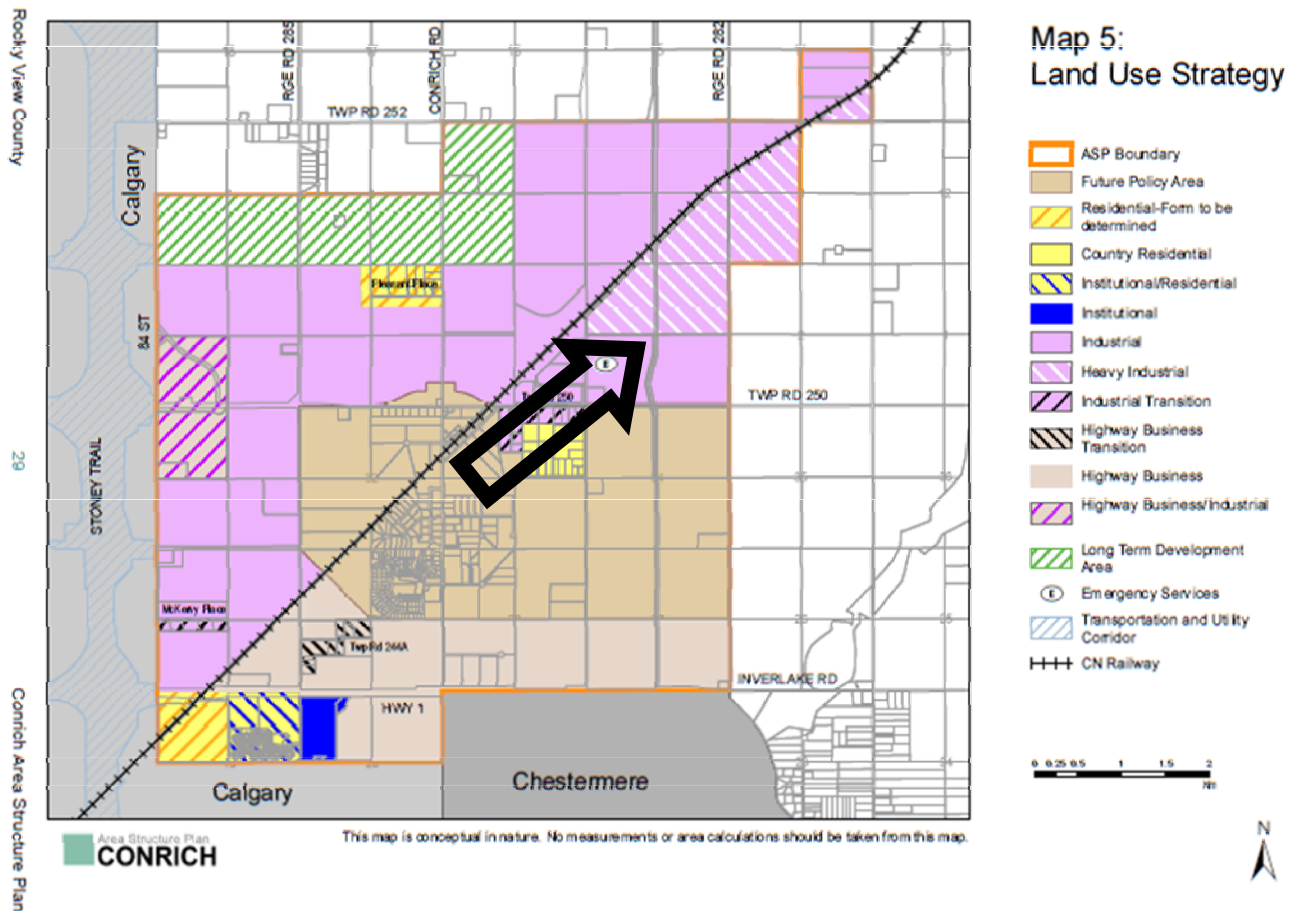
SW-03-25-28-W04M

Lot:1 Block:1 Plan:1213166

Date: 11-Feb-20

Division # 5

File: 05303012



CONRICH AREA STRUCTURE PLAN

SW-03-25-28-W04M

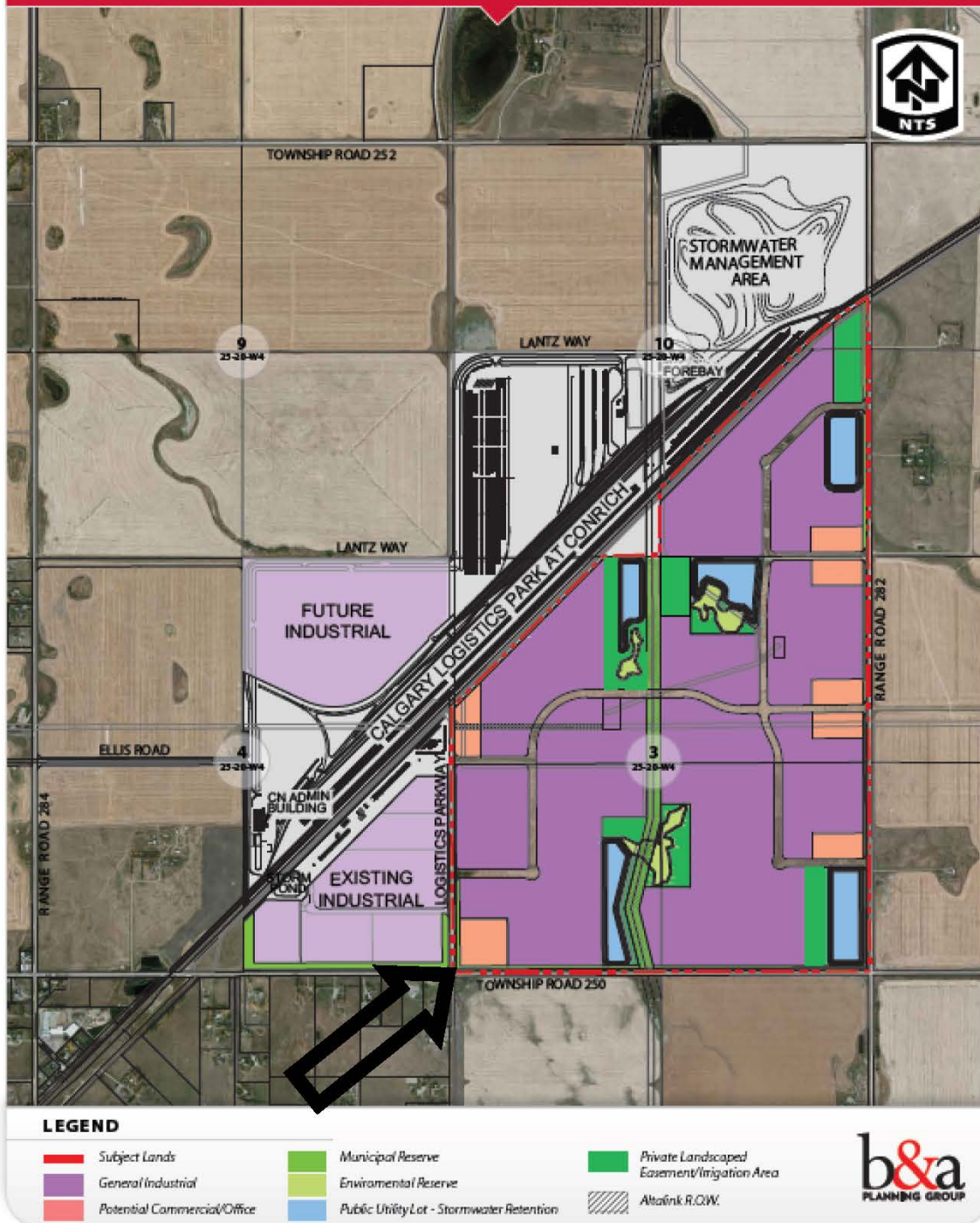
Lot:1 Block:1 Plan:1213166

Date: 11-Feb-20

Division # 5

File: 05303012

FIGURE 12
DEVELOPMENT CONCEPT



CONRICH STATION CONCEPTUAL SCHEME

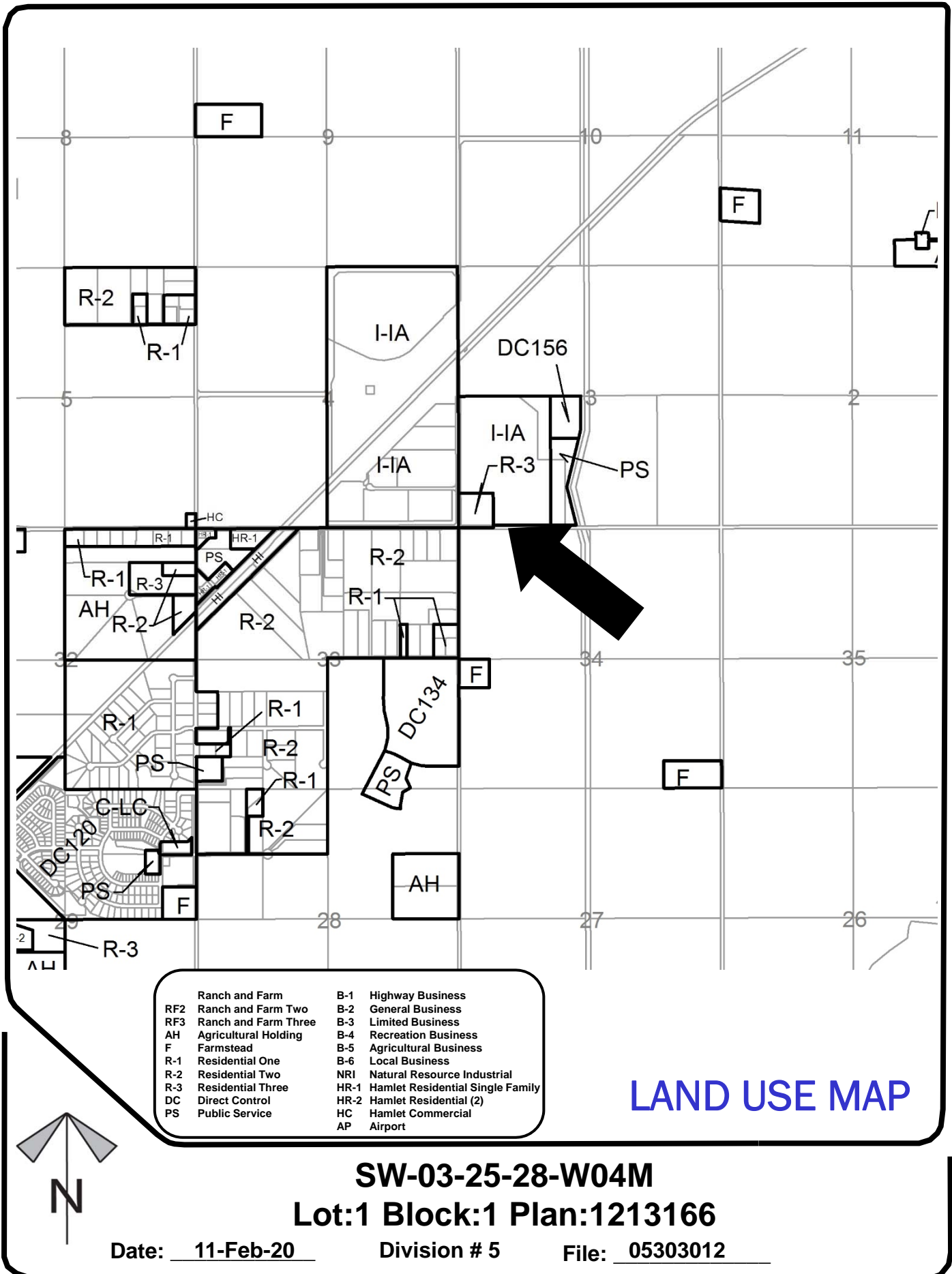
SW-03-25-28-W04M

Lot:1 Block:1 Plan:1213166

Date: 11-Feb-20

Division # 5

File: 05303012

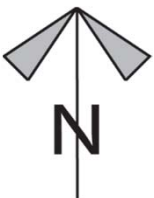




Note: Post processing of raw aerial
photography may cause varying degrees
of visual distortion at the local level.

AIR PHOTO

Spring 2018



SW-03-25-28-W04M

Lot:1 Block:1 Plan:1213166

Date: 11-Feb-20

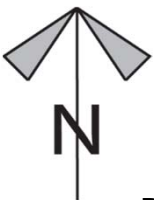
Division # 5

File: 05303012



Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

TOPOGRAPHY
Contour Interval 2 M

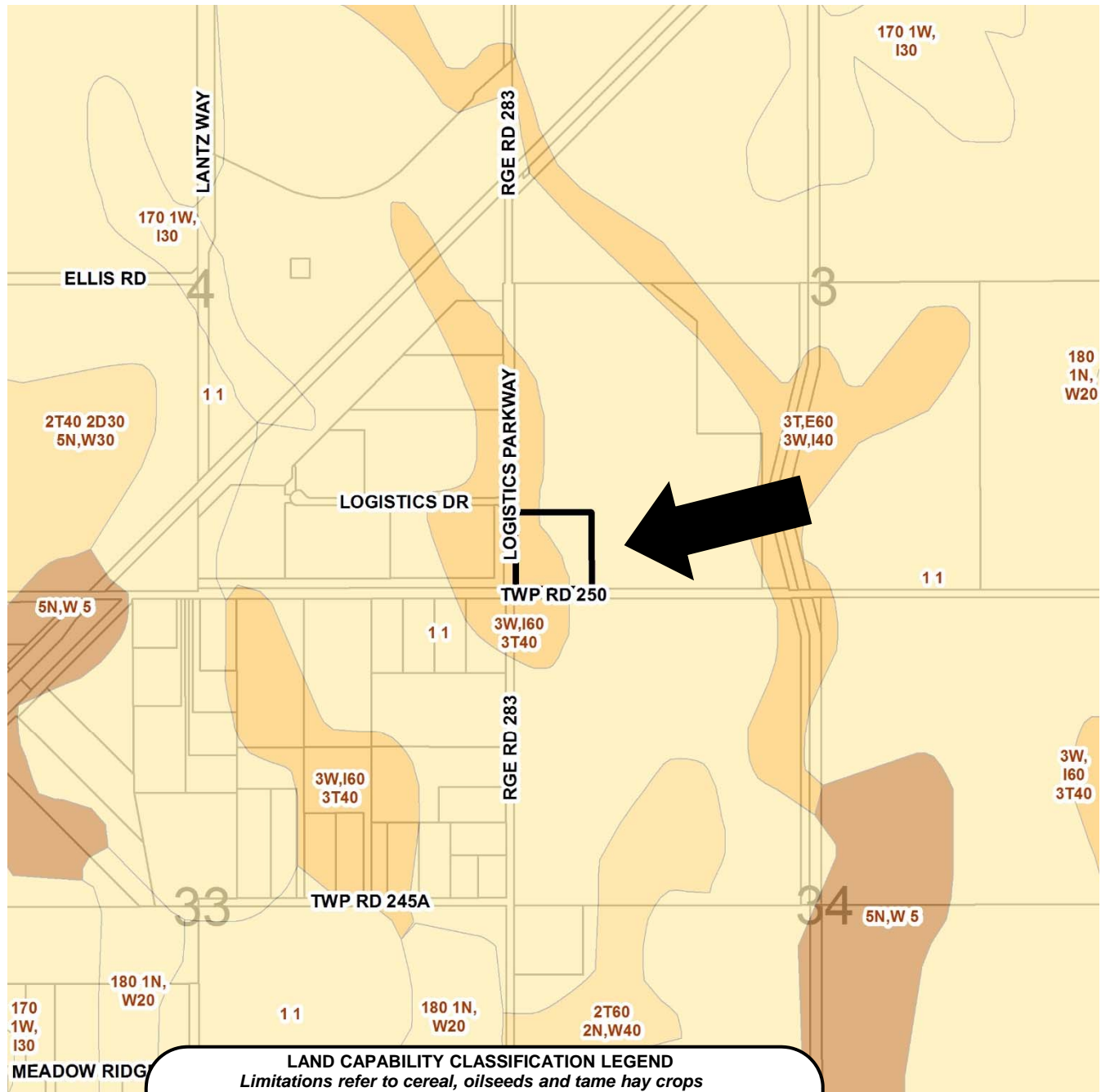


SW-03-25-28-W04M
Lot:1 Block:1 Plan:1213166

Date: 11-Feb-20

Division # 5

File: 05303012



LAND CAPABILITY CLASSIFICATION LEGEND
Limitations refer to cereal, oilseeds and tame hay crops

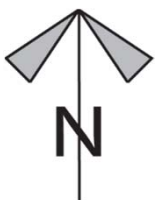
CLI Class

- 1 - No significant limitation
- 2 - Slight limitations
- 3 - Moderate limitations
- 4 - Severe limitations
- 5 - Very severe limitations
- 6 - Production is not feasible
- 7 - No capability

Limitations

- B - brush/tree cover
- C - climate
- D - low permeability
- E - erosion damage
- F - poor fertility
- G - Steep slopes
- H - temperature
- I - flooding
- J - field size/shape
- K - shallow profile development
- M - low moisture holding, adverse texture
- N - high salinity
- P - excessive surface stoniness
- R - shallowness to bedrock
- S - high sodicity
- T - adverse topography
- U - prior earth moving
- V - high acid content
- W - excessive wetness/poor drainage
- X - deep organic deposit
- Y - slowly permeable
- Z - relatively impermeable

SOIL MAP



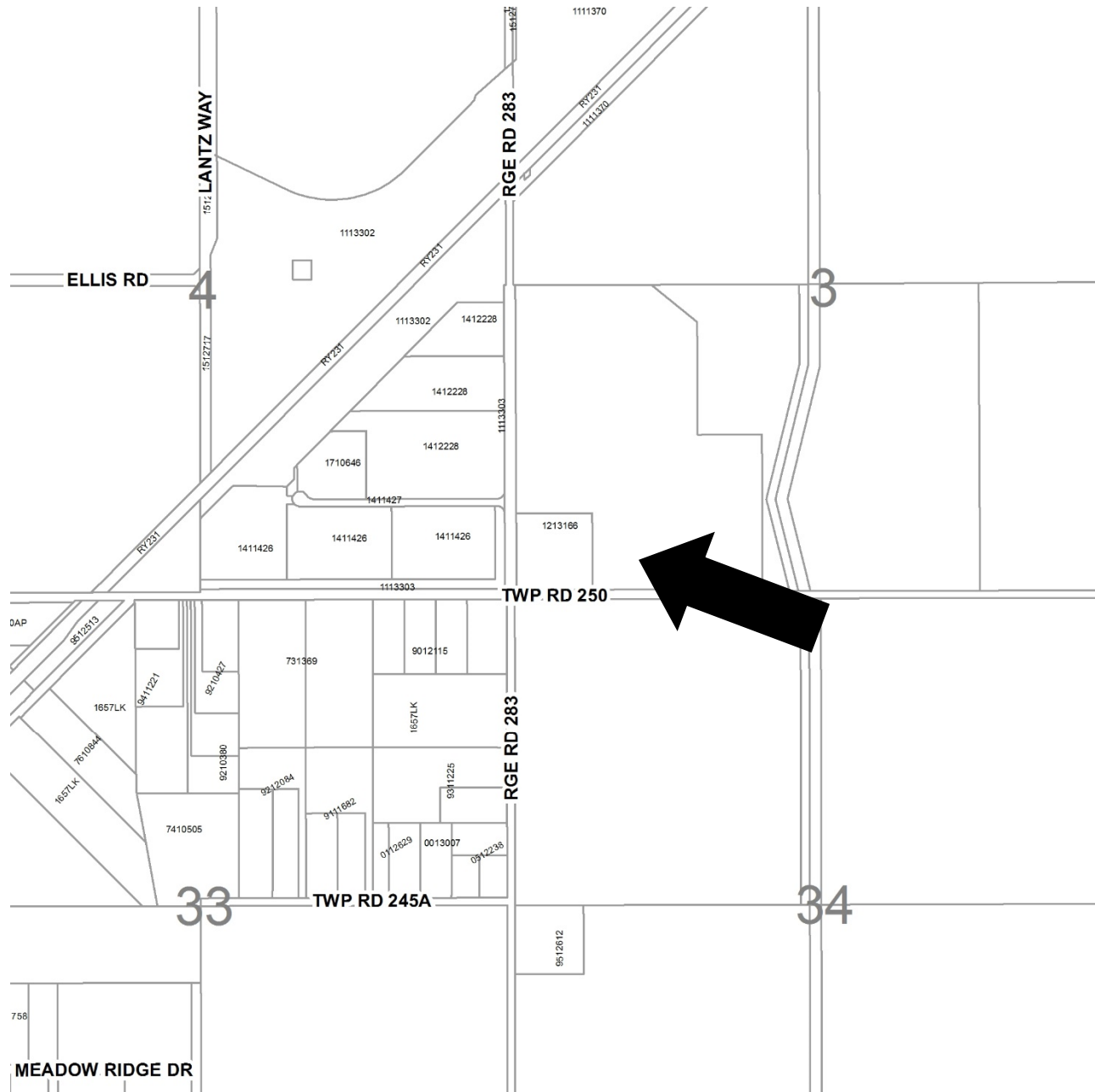
SW-03-25-28-W04M

Lot:1 Block:1 Plan:1213166

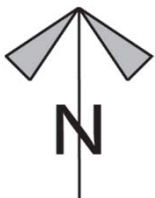
Date: 11-Feb-20

Division # 5

File: 05303012

**Legend – Plan numbers**

- First two numbers of the Plan Number indicate the year of subdivision registration.
- Plan numbers that include letters were registered before 1973 and do not reference a year

HISTORIC SUBDIVISION MAP

SW-03-25-28-W04M
Lot:1 Block:1 Plan:1213166

Date: 11-Feb-20Division # 5File: 05303012





PLANNING AND DEVELOPMENT SERVICES

TO: Council
DATE: February 25, 2020 **DIVISION:** 1
TIME: Afternoon Appointment
FILE: 03913077 **APPLICATION:** PL20190157
SUBJECT: Redesignation Item – Proposed Direct Control Bylaw

NOTE: This application should be considered in conjunction with application PL20190156 (agenda item D-12).

POLICY DIRECTION:

This application was evaluated in accordance with the Municipal Development Plan and the Greater Bragg Creek Area Structure Plan.

EXECUTIVE SUMMARY:

The purpose of this application is to redesignate the subject land from Hamlet Commercial District to Direct Control District to allow a Specialty Food and Beverage facility, Drinking Establishment, Hotel, Liquor Sales, Restaurant, Signs and other related uses. The redesignation application is supported by the proposed Bragg Creek Brewery Master Site Development Plan (MSDP), also being considered by Council at this meeting.

The following is a summary of the application assessment:

- The proposed uses are consistent with the Greater Bragg Creek Area Structure Plan, and are consistent with what is currently allowed in the Hamlet Commercial District; however, the Applicants have yet to address outstanding items that are critical to the proposed development:
 - **Parking arrangement:** The property is not sufficient in size to accommodate the number of parking stalls required for the proposed development (Required: minimum 37 stalls; proposed 22 stalls – See Appendix B for parking calculation).

The applicant proposed offsite-parking agreements with other properties in the hamlet. However, the proposed private agreement is not permanent and binding.

Parking is integral and necessary for the proposed development. The County has consulted legal counsel in regards to the proposed parking arrangement, and approving development with offsite parking using a private agreement could create risks for the County. If Council wishes to review the legal opinion in full, Administration recommends that Council may wish to review the legal opinion in closed session.

If Council decides to allow the proposed offsite parking arrangement, it is recommended that a restrictive covenant and an easement be registered on title to ensure the proposed parking stalls would be available in at all times.
 - **Proposed Building Height and location:** Building height was one of the key considerations for the previous development permit appeal. The proposed building is three-stories tall and approximately 12.5 m in height (excluding the parapet wall).

At the pre-application stage, the County suggested the Applicants reduce the scale of the development and/or to relocate the building further south in order to mitigate the potential impacts to the adjacent landowner. The Applicant did not amend the MSDP to reflect the County's suggestions.

Administration Resources

Johnson Kwan, Planning and Development Services



The original development permit was conditionally approved with the height relaxation, but was later appealed by the adjacent landowners. The Subdivision and Development Appeal Board later conditionally approved a two-storey building and require the Applicants to enter into an agreement with the adjacent landowner to construct a mutually agreed upon privacy fence for screening (Board Order No. 2019-SDAB-041). The Applicant has re-applied for a three-storey building.

- **Affects on Appeal Rights:** The Applicant requested that Council be the Development Authority for all development permit applications for the proposed Direct Control District. In accordance with the *Municipal Government Act* Section 685 (4), there is no appeal if Council makes a decision for development permit application in a Direct Control District.

Overall, the property's existing land use already allows the proposed uses in the MSDP and the Direct Control Bylaw. The Applicant has re-applied for the same proposal after receiving the Subdivision and Development Appeal Board Order, and opted not to address the key issues raised by the Appeal Board, the affected landowners, and Administration.

Approving the proposed MSDP and Direct Control District as presented could create risk for the County and would affect the appeal rights of the affected parties.

ADMINISTRATION RECOMMENDATION:

Administration recommends refusal in accordance with Option #2. If Council decides to approve the application, Option #1 is available.

DATE APPLICATION RECEIVED:	October 25, 2019
DATE DEEMED COMPLETE:	February 4, 2020

LAND USE PROPOSAL (PL20190157):	A site-specific amendment from Hamlet Commercial District to Direct Control District to allow a Specialty Food and Beverage facility, Drinking Establishment, Hotel, Liquor Sales, Restaurant, Signs and other related uses at Lot 1, Block 6, Plan 1741 EW, SE-13-23-05-W05M.
LEGAL DESCRIPTION:	Lot 1, Block 6, Plan 1741EW, SE-13-23-05-W05M
GENERAL LOCATION:	Located in the hamlet of Bragg Creek, at the northwest junction of Balsam Avenue and River Drive North.
APPLICANT:	O2 Planning and Design (Brian Horton)
OWNERS:	2127145 Alberta Ltd.
EXISTING LAND USE DESIGNATION:	Hamlet Commercial District (HC)
PROPOSED LAND USE DESIGNATION:	Direct Control Bylaw
GROSS AREA:	± 0.427 acres
SOILS (C.L.I. from A.R.C.):	Class 5H, R70, 6W30 Very Severe limitations due to temperature, shallowness to bedrock, excessive wetness/poor drainage.

PUBLIC & AGENCY SUBMISSIONS:

The application was circulated to 384 adjacent landowners, with 19 letters received in opposition and 21 letters in support (see Appendix 'F'). The application was also circulated to a number of internal and external agencies; those responses are available in Appendix 'A'.

**HISTORY:**

Oct 25, 2019	The Applicant re-applied for the Master Site Development Plan (PL20190156) and the proposed Direct Control Bylaw (PL20190157) for the same proposal without addressing any of the conditions imposed by the Subdivision and Development Appeal Board.
Sept 11, 2019	The Subdivision and Development Appeal Board conditionally approved the development permit (Board Order 2019-SDAB-041).
April 9, 2019	Both the Applicant and the adjacent landowner appealed the Development permit. The Applicant challenged the conditions imposed by the Development Authority, whereas the adjacent landowner challenged the conditional approval of the development.
March 19, 2019	Development Permit PRDP20184945 for General Industry Type I and II (Brewery), Hotel (21 room), Restaurant and Drinking Establishment, construction of a multi-use commercial building and signage, relaxation of the minimum side yard setback requirement and relaxation of the maximum height requirement was conditionally approved.
April 6, 2017	Land Use application (PL20170055) to redesignate the subject property from Hamlet Residential Single Family District to Hamlet Commercial District was approved by Council.

POLICY ANALYSIS:*Greater Bragg Creek Area Structure Plan (Bylaw C-6260-2006)*

The Greater Bragg Creek Area Structure Plan (ASP) speaks to the importance of managing future development in a manner that retains the beauty and maintains the latent utility of the natural environment in the Plan area.

Additionally, the ASP state's that the policies should be implemented from the ground up, looking first at the capabilities of the land to sustain additional development, then at the infrastructure required to service the area, and finally, identifying the most appropriate forms of land use and development that reflect the balance of stakeholder interests.

Further, the ASP policy states that commercial uses should be located within the hamlet core, and the proposal accords with this policy. The ASP also requires that new commercial development conforms to the Hamlet of Bragg Creek Design Standards and this would also be ensured through any future development permit approval process.

The proposed development and the proposed uses are consistent with the desirable uses listed in the ASP, which include:

- *Drinking establishment;*
- *Mixed-use building and developments;*
- *Overnight accommodation (e.g. Bed and breakfast home, motel, hostel, hotel, lodging houses, and country inns);*
- *Parking areas and structures;*
- *Patio, accessory to the principle business use;*
- *Restaurants;*
- *Specialty food store;*
- *Tourism uses/facilities, general; and*
- *Any use that is similar to the uses described above that also meets the intent of the Greater Bragg Creek Area Structure Plan and the Bragg Creek Revitalization Plan;*



CONCLUSION:

The redesignation application has been evaluated in accordance with the Greater Bragg Creek Area Structure Plan and the Land Use Bylaw.

The proposed uses are consistent with the desirable uses identified in the Area Structure Plan, and are consistent with what is currently allowed in the Hamlet Commercial District; however, the Applicants have yet to address outstanding items that are critical to the proposed development (i.e. Parking).

If Council decides to allow the proposed offsite parking arrangement, it is recommended that a restrictive covenant and an easement be registered on title.

OPTIONS:

- Option #1: Motion #1 THAT Bylaw C-7960-2019 be given second reading.
- Motion #2 THAT Bylaw C-7960-2019 be given third reading.
- Option #2: THAT application PL20190157 be refused.
- Option #3: THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

“Theresa Cochran”

“Al Hoggan”

Executive Director
Community Development Services

Chief Administrative Officer

JKwan/llt

APPENDICES:

- APPENDIX ‘A’: Application Referrals
- APPENDIX ‘B’: Parking Calculation
- APPENDIX ‘C’: Bylaw C-7960-2019 with Schedule A
- APPENDIX ‘D’: Applicant proposed DC Amendments with cover letter
- APPENDIX ‘E’: Map Set
- APPENDIX ‘F’: Landowner Comments



APPENDIX A: APPLICATION REFERRALS

AGENCY	COMMENTS
<i>Province of Alberta</i>	
Alberta Transportation	<p>Alberta Transportation has no issues or concerns with the proposed land redesignation and Master Site Development Plan. However, in reviewing the application, the proposed development falls within the control distance of a provincial highway as outlined in the Highways Development and Protection Act/ Regulation, and will require a roadside development permit from Alberta Transportation at the development stage.</p>
Alberta Health Services	<p>Health Approval</p> <ul style="list-style-type: none"> Alberta Health Services (AHS) requires that building plans specific to any food outlets in the facility be sent to us for our approval. If there will be any swimming facilities in the hotel, such as a pool or hot tubs, these plans must also be submitted to AHS for our approval. Building plans for these facilities should be forwarded to our department for approval before the building permit is granted. This will ensure that the proposed facilities will meet the requirements of the Public Health Act and its regulations. Please note that health approval of facilities as noted above are required after final construction, but before the facilities are operational. <p>Other Agency Approvals</p> <ul style="list-style-type: none"> If the applicant has not already done so, they will need to apply for a Class E License from Alberta Gaming, Liquor and Cannabis to construct and operate the micro-brewery. <p>Water and Wastewater Services</p> <ul style="list-style-type: none"> AHS understands that the proposed development will be serviced by the local municipal water and wastewater systems operated by the County of Rocky View. The County must ensure that their water and waste water systems will be capable of handling the expected increase in flows if this development proceeds. <p>Decommissioning Wells</p> <ul style="list-style-type: none"> Any existing water wells on the subject site, if no longer used, must be decommissioned according to Alberta Environment & Parks standards and regulations. <p>Solid Waste Management</p> <ul style="list-style-type: none"> AHS would like clarification on the solid waste management plan for the proposed facility. Waste materials from the brewing process, the food operations and the hotel must all be managed in a manner that will not create a nuisance either on-site or off-site. <p>If any evidence of contamination or other issues of public health concern are identified at any phase of development, AHS wishes to be notified.</p>



AGENCY	COMMENTS
Internal Departments	
Building Services	<p>At the preliminary review, the items below must be addressed:</p> <ul style="list-style-type: none"> • Confirm height calculation • Complete Code Analysis • Water supply for firefighting 3.2.5.7 Alberta Building Code • Access route to meet 3.2.5.6 Alberta Building Code • Confirm flood elevation • Barrier free design, must address all requirements of 3.8 of Alberta Building Code, currently barrier free parking, washrooms do not meet requirements • Existing drawing does not meet Alberta Building Code requirements for number of exits required, 2 exits required from public corridors.
Fire Services & Emergency Management	<ul style="list-style-type: none"> • Please ensure that water supplies and hydrants for the development are sufficient for firefighting purposes. • Dependent on the occupancies, the Fire Service recommends that the buildings be sprinklered, if applicable, as per the Alberta Building Code. • Please ensure that access routes are compliant to the design specified in the Alberta Building Code and RVC's servicing standards. Please show that the entrance is a minimum of 6 m in width and that the access route has 12 m centerline turning radius.
Planning and Development Services - Engineering	<p>General:</p> <ul style="list-style-type: none"> • The review of this file is based upon the application submitted. These conditions/recommendations may be subject to change to ensure best practices and procedures. • The subject lands are fully serviced by piped water and wastewater. The subject lands, purchased water and wastewater capacity under the Bragg Creek Local Improvement Tax and the current allocation is approximately 1m3/day average day demand for water and wastewater. • <u>Prior to the issuance of future DP</u>, the applicant shall submit a Construction Management Plan, prepared by a qualified professional, addressing noise mitigation measures, traffic accommodation, sedimentation and dust control, management of stormwater during construction, erosion and weed control, construction practices, waste management, firefighting procedures, evacuation plan, hazardous material containment and all other relevant construction management details. <p>Geotechnical:</p> <ul style="list-style-type: none"> • The applicant submitted a Geotechnical Investigation Report (E2K Engineering Ltd. – November 29, 2018), which gives recommendations for



AGENCY	COMMENTS
	<p>site grading, compaction, pavement structures, utilities and building construction.</p> <ul style="list-style-type: none"> ○ <u>Prior to issuance of future DP</u>, the applicant/owner shall provide a revised geotechnical report conducted and stamped by a professional engineer that provides recommendations to support the proposed stormwater management infrastructure. ○ <u>As a permanent condition to future DP</u>, if any areas will have a fill depth greater than 1.2m, the applicant shall submit a deep fills report. <p>Transportation:</p> <ul style="list-style-type: none"> • In accordance with the Greater Bragg Creek Area Structure Plan (GBCASP) 6.2.5, a traffic impact assessment shall be prepared in support of subdivision and/or developments to evaluate vehicular and pedestrian traffic. • The applicant has submitted a Trip Generation Exercise (Bunt & Associates - March 31, 2017). <ul style="list-style-type: none"> ○ It was determined the development will generate 19 AM peak hour trips and 18 PM peak hour trips. It was concluded that this amount of traffic generation is not significant enough to reduce the level of service on the adjacent road network and does not warrant a full Transportation Impact Assessment. • Due to the proposed developments close proximity to the Hamlet Core and Balsam Avenue pathway, pedestrian traffic can be easily accommodated. • In accordance with the Land Use Bylaw (section 30 & schedule 5) the development requires 54 parking stalls. However, the proposed site plan only accommodates 21 parking stalls. • The applicant submitted a Parking Study (Bunt & Associates – November 21, 2018) to justify a relaxation of the parking requirements of the Land Use Bylaw and utilize offsite parking. This study concludes that 38 stalls would be adequate for this development. However, 21 onsite stalls and 42 overflow stalls are provided. <ul style="list-style-type: none"> ○ This study notes that the County LUB requires 54 onsite parking stalls, but provides alternative estimates of the parking requirements, based on historical data collected Bunt & Associates. The study writer concludes that 38 total parking stalls would be adequate for the proposed development, due to the mixed-use nature of the development. ○ The Parking Study identifies 2 additional sites within the Hamlet Core and 1 within Tsuut'ina Nation that may be used for brewery overflow parking. These sites are: <ul style="list-style-type: none"> ▪ Kevin Onespot Site: located at the NE corner of Balsam Ave and Burnside Dr with 34 stalls available for the Brewery at all times, subject to 24hrs notice.



AGENCY	COMMENTS
	<ul style="list-style-type: none"> ▪ Chad Fehr Professional Corporation: located at 16 Balsam Ave with 4 stalls available between 5:00pm and 8:30am Mon-Fri and 24hrs a day Saturday and Sunday. ▪ Bragg Creek Physio Therapy: located at 24 Balsam Ave with 4 stalls available Saturday and Sunday. <ul style="list-style-type: none"> • <u>Prior to issuance of DP</u>, the owner shall enter into easement agreements combined with restrictive covenants with the landowners providing offsite parking for the proposed development to be registered on title. • <u>Prior to issuance of future DP</u>, the applicant shall contact County Road Operations to determine if a Road Use Agreement is required. • <u>Prior to issuance of future DP</u>, the applicant shall upgrade the existing road approach, to the satisfaction of the County, should upgrades to the road approach be required as determined by the County. • <u>Prior to issuance of future DP</u>, the applicant is required to provide payment of the Transportation Off-site Levy in accordance with the applicable levy at time of Development Permit approval, for the total gross acreage of the lands. <p>Sanitary/Waste Water:</p> <ul style="list-style-type: none"> • In accordance with GBCASP 6.1.1, developments within hamlet service area shall use strategies that promote efficient use of water resources. The applicants have demonstrated compliance with this policy through their plans to implement an onsite treatment system which will reduce water used for brewing operations and improve quality of wastewater discharged into the municipal system. • The applicant/owner is proposing to submit detailed drawings for the required infrastructure upgrades at the building permit stage. • The County does not support this proposal since the purpose of the development permit is to ensure that adequate servicing is provided to the subject lands and to enter into a development agreement should upgrades be required to support the proposed development. As a result, it is necessary that detailed design drawings be provided at the development permit stage. The County is not authorized to require servicing upgrades and/or to enter into development agreements at the building permit stage. The County is not permitted to withhold the issuance of building permits if the proposed buildings are in compliance with the relevant building codes. • <u>Prior to issuance of future DP</u>, the applicant/owner shall provide a water and wastewater servicing assessment, prepared by a qualified professional, to determine the water demands and wastewater generation of the proposed development. This shall be based on the full buildout of the development. The wastewater study shall be to the County's satisfaction and shall include (but is not limited to):



AGENCY	COMMENTS
	<ul style="list-style-type: none"> ○ This assessment shall include further information on the pre-treatment system that shall be provided, including details of the strength and composition of wastewater that will be discharged into the Bragg Creek Wastewater Collection System. ○ It shall be demonstrated that wastewater released from the development shall not be over strength in accordance with the terms of the Water & Wastewater Utilities Bylaw (C-7662-2017). ○ The applicant has indicated that they intend to use an ECONSE Bru Clean System for onsite pretreatment for wastewater. <ul style="list-style-type: none"> ● As the existing water and wastewater utilities main connections and service connections and lift station to the subject lands have been sized for a residential land use, it must be determined if upgrades are required to meet the increased demands of the proposed development. If the water and wastewater servicing assessment determines that the capacities required are beyond that which can be provided by the existing connections, the applicant shall be required to construct appropriately sized & designed water and wastewater utilities main connections, service connections, and lift station. All work shall be done in accordance with the County Servicing Standards and the Water & Wastewater Utilities Bylaw (C-7662-2017), including: <u>Prior to issuance of future DP:</u> <ul style="list-style-type: none"> ○ If an upgraded utilities main connection, service connection to sanitary sewer within the River Drive North right-of-way as well as a new lift station is required, the applicant shall submit engineered design drawings of the connections and proposed lift station for review by the County. Written approval of the design drawings shall be obtained from the Manager of Utility Services prior to construction commencement. ○ If an upgraded sanitary utilities main connection, service connection, and lift station are required, the applicant will be required to provide the necessary security for the tie-in to the existing sanitary sewer, based on estimated construction costs prepared by a qualified professional. ○ As a test manhole is required for wastewater sampling, the applicant is required to provide a design drawing showing the location of the sanitary sewer service connection and test manhole for the County's review and approval. The test manhole must be located in the gravity portion of the sanitary sewer service connection (upstream of the lift station), as close as practically possible to the east property line, in an easily accessible area. ○ Should the servicing assessment demonstrate that upgrades to County infrastructure are warranted, the applicant/owner shall enter into a development agreement to complete the upgrades.



AGENCY

COMMENTS

Prior to occupancy of future DP:

- After approval of the utilities main connection and service connection designs by the Manager of Utility Services, the applicant shall provide 14 days written notice to the County prior to utility construction commencing. The applicant shall arrange to have County personnel present to supervise construction at their expense, in accordance with the County's Water & Wastewater Utilities Bylaw (C-7662-2017).
- All utility construction shall be to the satisfaction of the County.
- All ground disturbances shall be restored to pre-existing or superior conditions, to the satisfaction of the County.
- All engineering and construction costs shall be borne by the applicant/owner.
- Prior to issuance of future DP, the Applicant/Owner shall enter into an access easement or utility right-of-way agreement with the County, to allow the County representatives to enter the subject lands and access the test manhole to obtain samples to verify that wastewater is in compliance with the County's Water & Wastewater Utilities Bylaw (C-7662-2017).
- Prior to issuance of future DP, the applicant shall enter into a Customer Servicing Agreement with the County, for the water and wastewater utility services provided to the subject lands.
- Prior to occupancy of future DP, the applicant shall purchase additional wastewater capacity required to service the development, as determined by the water & wastewater servicing assessment, in accordance with the County's Master Rates Bylaw (C-7751-2018), as amended.
- Prior to occupancy of future DP, the applicant shall submit as-built drawings of the site that are certified by a professional engineer. The as-built drawings shall include verification of as-built sanitary infrastructure and test manhole.
- As a permanent condition of future DP, water and wastewater volumes used by the development shall be within the amounts allocated to the subject lands, and all overages shall be billed in accordance with the Master Rates Bylaw (C-7751-2018) and the Water & Wastewater Utilities Bylaw (C-7662-2017). Wastewater released from the development found to be overstrength shall be subject to overstrength wastewater surcharge specified within the Master Rates Bylaw and the Water & Wastewater Utilities Bylaw.

Water Supply And Waterworks:

- In accordance with GBCASP 6.1.1, developments within hamlet service area shall use strategies that promote efficient use of water resources. The applicants have demonstrated compliance with this policy through their plans to implement an onsite treatment system which will reduce



AGENCY	COMMENTS
	<p>water used for brewing operations and improve quality of wastewater discharged into the municipal system.</p> <ul style="list-style-type: none"> • The applicant/owner is proposing to submit detailed drawings for the required infrastructure upgrades at the building permit stage. <ul style="list-style-type: none"> ○ The County does not support this proposal since the purpose of the development permit is to ensure that adequate servicing is provided to the subject lands and to enter into a development agreement should upgrades be required to support the proposed development. As a result, it is necessary that detailed design drawings be provided at the development permit stage. <p>The County is not authorized to require servicing upgrades and/or to enter into development agreements at the building permit stage. The County is not permitted to withhold the issuance of building permits if the proposed buildings are in compliance with the relevant building codes.</p> • <u>Prior to issuance of future DP</u>, the applicant shall provide a water and wastewater servicing assessment, prepared by a qualified professional to determine the water demands and wastewater generation of the proposed development. This shall be based on the full buildout of the development. • As the existing water and wastewater utilities main connections and service connections to the subject lands have been sized for a residential land use, it must be determined if upgrades are required to meet the increased demands of the proposed development. If the water and wastewater servicing assessment determines that the capacities required are beyond that which can be provided by the existing connections, the applicant shall be required to construct appropriately sized & designed water and wastewater utilities main connections & service connections. All work shall be done in accordance with the County Servicing Standards and the Water & Wastewater Utilities Bylaw (C-7662-2017), including: <p><u>Prior to issuance of future DP:</u></p> <ul style="list-style-type: none"> ○ If an upgraded utilities main connection and service connection to the water main within the River Drive North right-of-way is required, the applicant shall submit engineered design drawings of the connections for review by the County. Written approval of the design drawings shall be obtained from the Manager of Utility Services prior to construction commencement. ○ If an upgraded water utilities main connection and service connection is required, the applicant will be required to provide the necessary security for the tie-in to the existing water main, based on estimated construction costs prepared by a qualified professional. ○ Should the servicing assessment demonstrate that upgrades to County infrastructure are warranted, the applicant/owner shall enter into a development agreement to complete the upgrades.



AGENCY	COMMENTS
	<p><u>Prior to occupancy of future DP:</u></p> <ul style="list-style-type: none"> ○ After approval of the utilities main connection and service connection designs by the Manager of Utility Services, the applicant shall provide 14 days written notice to the County prior to utility construction commencing. The applicant shall arrange to have County personnel present to supervise construction at their expense, in accordance with the County's Water & Wastewater Utilities Bylaw (C-7662-2017). ○ All utility construction shall be to the satisfaction of the County. ○ All ground disturbances shall be restored to pre-existing or superior conditions, to the satisfaction of the County. ○ All engineering and construction costs shall be borne by the applicant/owner. <ul style="list-style-type: none"> • <u>Prior to issuance of future DP</u>, the applicant shall enter into a Customer Servicing Agreement with the County, for the water and wastewater utility services provided to the subject lands. • <u>Prior to issuance of future DP</u>, the applicant shall confirm the location and volume of an onsite water reservoir to be used for fire suppression. <ul style="list-style-type: none"> ○ The applicant has indicated that they intend to use the municipal water system for fire suppression. The applicant has been made aware in the past that the Bragg Creek Water distribution system is not capable of providing water pressures for fire suppression. Therefore, any fire suppression systems required by the building code must be accommodated with onsite storage and pressurization. • <u>Prior to occupancy of future DP</u>, the applicant shall purchase additional water capacity required to service the development, as determined by the water & wastewater servicing assessment, in accordance with the County's Master Rates Bylaw (C-7751-2018), as amended. • <u>Prior to occupancy of future DP</u>, the applicant shall submit as-built drawings of the site that are certified by a professional engineer. The as-built drawings shall include verification of as-built water infrastructure. • <u>As a permanent condition of future DP</u>, water and wastewater volumes used by the development shall be within the amounts allocated to the subject lands, and all overages shall be billed in accordance with the Mater Rates Bylaw (C-7751-2018) and the Water & Wastewater Utilities Bylaw (C-7662-2017). <p>Storm Water Management:</p> <ul style="list-style-type: none"> • As part of the MSDP application, the applicant/owner submitted a preliminary storm water management plan conducted by Richview Engineering Inc. dated January 31, 2019. <u>Prior to issuance of future DP</u>, the applicant/owner shall provide a detailed stormwater management plan



AGENCY	COMMENTS
	<p>that includes a detailed report and supporting detailed engineering drawings. The detailed report and drawings shall:</p> <ul style="list-style-type: none"> ○ Clearly outline all assumptions (including but not limited to historical rainfall data, percentages of impervious/pervious surface, surface perviousness coefficients), model inputs and outputs, and provide recommendations. The analysis shall include a single event analysis and continuous model analysis in accordance with the County Servicing Standards; ○ Demonstrate that the recommended infrastructure conforms to the Bragg Creek Master Drainage Plan (BCMDP). The critical requirements of the Bragg Creek Master Drainage Plan are to incorporate LID practices to manage stormwater onsite and limit the runoff release rate to 6L/s/ha and ensure that post-development runoff volumes do not exceed pre-development runoff volumes. ○ The report shall comment on pre and post-development water quality targets, release rates, and runoff volume control targets and identify the type of pond being proposed and discharge location(s); ○ Be consistent and in conformance with other project documents, such as the accepted revised geotechnical report and the project plans (the project plans indicate that the parking surface is asphalt when the stormwater report indicate that it is gravel); ○ Demonstrate how any negative impacts to the Elbow River will be mitigated both during and post construction, in accordance with County Policy 419: Riparian Land Conservation and Management; ○ Stamped detailed design drawings that provide detailed design and construction information of the proposed infrastructure (i.e. materials of berm and pond, labelling of NWL and HWL, side slopes, height of berm relative to finished grade, pond dimensions and depth, permanent pond depth, etc) and clearly delineate the proposed infrastructure and demonstrate that all proposed infrastructure is contained within the owner's property. The drawings will include site grading information, and give consideration to the adjacent berm construction for the Bragg Creek Flood Mitigation Project. ○ Alberta Environment approvals may be required if any stormwater ponds are required. <ul style="list-style-type: none"> • The applicant has submitted an ESC Plan (Richview Engineering Inc. – November 18, 2018). <ul style="list-style-type: none"> ○ <u>Prior to issuance of future DP</u>, the applicant/owner shall provide a modified ESC plan, conducted and stamped by a professional engineer, if warranted by the County, to consider and include mitigation measures for the construction of the upgrades to the water and wastewater system and any changes resulting from the accepted detailed stormwater management plan, to the satisfaction of the County.



AGENCY	COMMENTS
	<ul style="list-style-type: none"> ○ <u>As a permanent condition of future DP</u>, the applicant shall adhere to the recommendations of the final ESC Plan accepted by the County. • <u>Prior to occupancy of future DP</u>, the applicant shall submit as-built drawings of the site that are certified by a professional engineer. The as-built drawings shall include verification of as-built stormwater management infrastructure. <p>Environmental:</p> <ul style="list-style-type: none"> • <u>As a permanent condition of future DP</u>, any approvals required through Alberta Environment shall be the sole responsibility of the Applicant/Owner.
Transportation Services	<ul style="list-style-type: none"> • Applicant to be reminded staff and clientele parking is restricted on onsite only. Any onsite exterior lighting to be 'dark sky' compliant.
Capital Project Management	<ul style="list-style-type: none"> • The county potable water infrastructure in the hamlet cannot support fire suppression. Confirm fire suppression requirements with Building Services. • Stormwater management should be prepared by a stormwater professional and in accordance with the County's Servicing Standards • Parking – Auxiliary Parking Agreements have a 30 days' cancellation clause. • Building on a floodplain – even though a berm will be constructed, the developed lands on the property still have to be constructed above the 1:100-year flood elevation as required in the County Land Use Bylaw.
Utility Services	<ul style="list-style-type: none"> • The existing water service is 25 mm (1"), as this was a residential lot, we are not certain that this is sufficient for the proposed activities. Commercial lots in Bragg have 50 mm (2") water services, up-sizing shall need to be incorporated. Water servicing to be in accordance with the County's Water and Wastewater Utilities Bylaw C-7662-2017 as amended. • The concept of basing their water demand at 1 m3/day and figuring out what the actual demand is after one year is problematic. The applicant should be required to provide a water demand analysis prior to development permit in order that proper service line sizing and water meter sizing can be determined and incorporated. • The submission mentions having a water connection for fire suppression, this must be in reference to an underground cistern to hold fire-flows volumes for this building, as the County water distribution system is incapable of providing this. The size and location of the cistern is not provided. • The existing on-site wastewater lift station is a single pump, the commercial sites in Bragg Creek have dual pump lift stations, and all these still use the 38mm (1.25") service line. We do not see placement of the lift station on the conceptual design, nor do we see a location for



AGENCY	COMMENTS
	<p>the on-site wastewater pre-treatment. It is recommended that there be a requirement in the Conceptual scheme for pretreatment and for having a sampling manhole between the on-site treatment and the lift station so monitoring can be performed.</p> <ul style="list-style-type: none"> • Pre-treated wastewater discharging to the County system needs to meet the requirements as outlined in the Water and Wastewater Utilities Bylaw C-7662-2017 as amended. It is noted in the conceptual scheme that “wastewater from the facility will comply with Rocky View County Land Use Bylaw (C-4841-97) in terms of BOD, COD and TSSs.” Wastewater servicing should comply with the County’s Water and Wastewater Utilities Bylaw C-7662-2017 as amended, instead of, or in addition to, Land Use Bylaw. C-4841-97.

Circulation Period: October 29, 2019 to November 20, 2019

Agencies that did not respond, expressed no concerns, or were not required for distribution, are not listed.



APPENDIX B: PARKING CALCULATION

Calculation based on existing Land Use Bylaw C-4847-91

- Section 30.1 (b): The minimum number of off-street vehicle, motor parking stalls required for each use class is specified in the Parking Schedule (Schedule 5). Where the use is not listed in Schedule 5 of this Bylaw, the number of spaces shall be determined by the Development Authority, having regard for similar uses listed in Schedule 5 and the estimated traffic generation and attraction of the proposed use.

Extract from Existing Land Use Bylaw Schedule 5

- **Accommodation, Hotel:**
 - 1 parking stall per sleeping unit, plus;
 - 1 parking stall per each 10 units for employees, plus;
 - 1 parking stall per 3 seats of any associated Eating Establishment, plus;
 - 1 parking stall per 2 seats of any associated Drinking Establishment.
- **General Industrial:** 1 stalls per 100 sq. m (1,076.4 sq. ft.) gross floor area.
- **Community Building, Multi-Purpose:** 12 stalls per 100 sq. m (1,076.4 sq. ft.) gross floor area.

- Number of Parking Stalls required: Minimum 54 stalls in total**

Parking for Hotel Accommodation 1 per sleeping unit x 21 units, plus 1 per each 10 units for employee	Minimum 23 stalls required
Parking for Drinking Establishment 1 per 3 seats of any associated Eating Establishment, plus 1 per 2 seats of any associated Drinking Establishment.	Minimum 20 stalls required
Community Event Space 12 stalls per 100 sq. m gross floor area for x ± 74 sq. m	Minimum 9 stalls required
General Industrial (Brewery Operation) 1 per 100 sq. m gross floor area for General Industrial – Brewery x ± 177 sq. m Brewery related spaces	Minimum 2 stalls required

- Number of Parking Stalls Proposed on site: 22 stalls**
 - The original site plans (A 1.2b prepared by STARK architect, dated November 30, 2018) illustrates 23 stalls provided on site. One parking stall facing River Drive North was



subsequently removed to accommodate Fire Truck access as per discussion with Emergency and Fire Services.

Calculation based on proposed New Land Use Bylaw C-8000-2020

Onsite Parking and Loading

- Provision 231 Where any development is proposed, parking shall be provided and maintained by the owner in accordance with the requirement of the Bylaw.
- Provision 232 Barrier free parking stalls are intended for use by mobility-reduced persons and shall be included in the calculation of the applicable minimum parking requirement.
- Provision 237 Where a calculation does not yield a whole number the required number of spaces shall be rounded down to the next whole number

Extract from Proposed New Land Use Bylaw Table 5 –Parking Minimums

- **Hotel/Motel:** 3 parking stalls required plus 1 parking stall per guest room
- **Establishment (Drinking):** 5 parking stalls required per 100 m² gross floor area
- **Alcohol Production:** 1 per 100 m² gross floor area

- **Number of Parking Stalls required: Minimum 37 stalls in total**

Parking for Hotel Accommodation 3 parking stalls required plus 1 parking stall per guest room x 21 rooms	Minimum 24 stalls required
Parking for Drinking Establishment 5 parking stalls required per 100 m ² gross floor area x 240 m ²	Minimum 12 stalls required
Alcohol Production 1 per 100 sq. m gross floor area x ± 177 sq. m Brewery related spaces	Minimum 1 stall required

- **Number of Parking Stalls Proposed on site: 22 stalls**

- The original site plans (A 1.2b prepared by STARK architect, dated November 30, 2018) illustrates 23 stalls provided on site. One parking stall facing River Drive North was subsequently removed to accommodate Fire Truck access as per discussion with Emergency and Fire Services.



Calculation based on Applicant's Parking Assessment

- Land Use Bylaw C-4841-97, Section 30.1 (f) to facilitate the determination of parking requirements, a Parking Assessment, prepared by a qualified person, may be submitted to the Development Authority to document the parking demand and supply characteristics associated with the proposed development. The Development Authority shall not be bound by any recommendations of such as a Parking Assessment.
- The Applicant submitted a Parking Study prepared by Bunt & Associates, dated November 21, 2018, to justify the adequacy of the proposed parking supply and any mitigation measures that would be used to accommodate any overflow parking should one occur. Section 1 of the Parking study noted that:
 - It is the traffic consultant's opinion that the site would not need 54 stalls for its operations and that the bylaw requirement is excessive for this modest development in a hamlet of approximately 600 people.
 - The bylaw parking requirement would mean up to 20% of the hamlet's population would be at this development, which is highly unlikely.
- As a result of the estimated bylaw deficit, Bunt & Associates completed a need analysis based on industry standard and their database, based on bigger population's parking demand (Section 2 of the Parking Study). Summary of the consultant's parking calculation is illustrated in the following table:

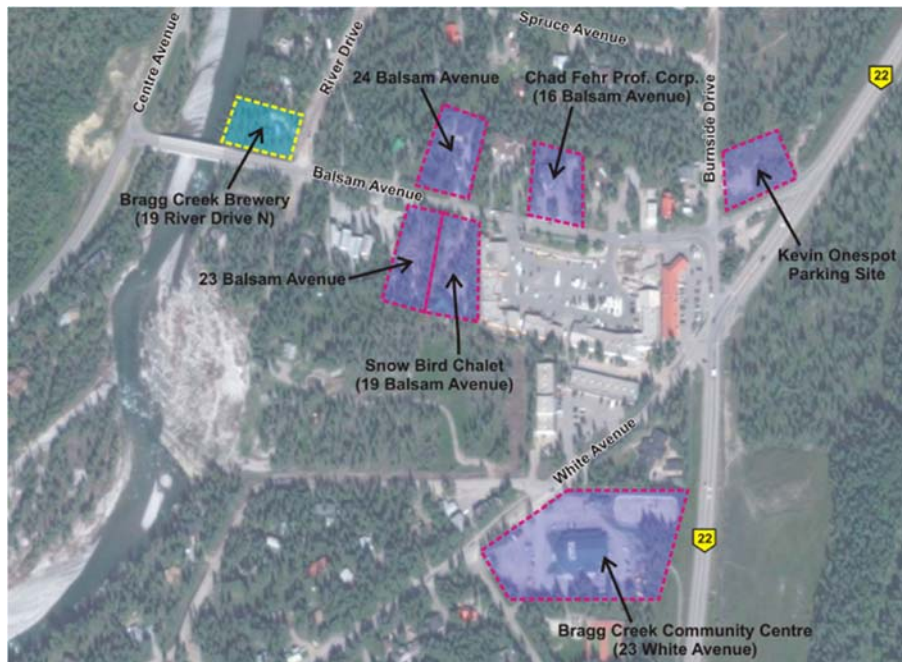
Table 3: Parking Need Based First Principles and Bunts Database

Use	Size	Expected Parking Ratio	Parking Need
Hotel	21 Rooms (Optimistic occupancy is 72% therefore, the max that can be occupied is 15 rooms) ¹	1 stall/occupied room	15
Restaurant	166 m ² GFA (60 seats)	10 stall/ 100 m ² GFA ²	17
Brewery	177 m ² GFA (3 employees) ³	1 stall/employee	3
Community Event Space	74 m ² GFA	10 stalls/100 m ² (same as restaurant) ⁴	8
TOTAL			43
SUPPLY (Onsite)			23
SURPLUS/(DEFICIT)			(20)

- The consultant stated that assuming there is no synergetic use of parking spaces between the four uses; the maximum parking that would be needed is 43 stalls (based on their methodology). This would lead to a parking need deficit of 20 stalls.
- The consultant indicated that the Applicant has entered into a parking agreement with three businesses within walking distance of the proposed development. The arrangement covers those times of the day when the proposed development's parking demand is at its peak (weekdays after 5pm and all weekends).
- The consultant indicated the three-offsite parking spaces with signed agreement will supply 42 overflow stalls, which is sufficient to mitigate any bylaw parking shortage. The following figure illustrates the location of the proposed offsite parking locations relative to the location of the proposed development.



Figure 1 - Offsite Parking Location



- The consultant concluded that the bylaw parking requirement seems excessive for the proposed site, especially given its location and its mixed-use operation. A parking need analysis and shared parking review confirm that between 35-38 stalls would be adequate to service the site under the best demand condition.

BYLAW C-7960-2019**A Bylaw of Rocky View County to amend Land Use Bylaw C-4841-97**

The Council of Rocky View County enacts as follows:

PART 1 – TITLE

This Bylaw shall be known as Direct Control Bylaw (Bylaw C-7960-2019)

PART 2 – DEFINITIONS

In this Bylaw, the definitions and terms not defined in this Bylaw shall have the meanings given to them in the Land Use Bylaw C-4841-97 and the *Municipal Government Act*.

“Specialty Food and Beverage Facility” means where products including but not limited to beer, wine, spirits, other alcoholic beverages, cheese, coffee, chocolate, and other specialty goods are manufactured; that may have areas and facilities for the storage, packaging, bottling, canning and shipping of the products made; that may have a private hospitality area where products made on the premises are provided to private groups for tasting and consumption as a special event and are sold to the general public for consumption on the premises; and that may include the retail sale of products made on the premises or by other Specialty Food and Beverage Facilities for consumption off the premises.

PART 3 – EFFECT OF BYLAW

THAT Part 5, Land Use Map No. 39-1 of Bylaw C-4841-97 be amended by redesignating Plan 1741EW, Block 6, Lot 1 from Hamlet Commercial to Direct Control District as shown on the attached Schedule 'A' forming part of this Bylaw.

THAT the regulations of the Direct Control District comprise:

- 1.0 General Regulations
- 2.0 Land Use Regulations
- 3.0 Development Regulations

1.0 GENERAL REGULATIONS**1.1 Purpose and Intent:**

The purpose and intent of the Direct Control District is to facilitate the development of the unique proposal brought forward for this site. The proposed development represents a complex commercial business model that is not adequately encompassed by any existing land use district. Direct Control designation is required to provide flexibility for the anticipated uses while providing assurance to the general public regarding the proposed built form.

- 1.2 The rules regulating the Hamlet Commercial District shall apply unless otherwise specified in this Bylaw.
- 1.3 Parts 1, 2, 3, and 4 of the Land Use Bylaw C-4841-97 shall apply unless otherwise specified in this Bylaw.
- 1.4 Pursuant to this Bylaw, Council is the Development Authority, as defined in the Land Use Bylaw, for all Development Permit applications for developments on lands in this Direct Control District.
- 1.5 All uses, including the expansion of uses approved by Development Permit, shall require a Development Permit.
- 1.6 The Development Authority may vary the Direct Control regulations of this Bylaw for the approval of a development permit for a proposed development if, in the opinion of the Development Authority the granting of a variance would not unduly interfere with the amenities of the neighborhood or would not materially interfere with or affect the use, enjoyment or value of neighbouring properties and the proposed development conforms with the use(s) allowed in this Direct Control District pursuant to this Bylaw and Land Use Bylaw.
- 1.7 The Development Authority may require the developer to enter into a Development Agreement to fulfill the development-related regulations necessary to ensure all servicing, access, and technical items are implemented, as directed by this Direct Control Bylaw, the County's Servicing Standards, and the Master Site Development Plan, as amended.

2.0 LAND USE REGULATIONS

2.1 Permitted Uses

Drinking Establishment
Hotel
Liquor Sales
Restaurants
Signs
Specialty Food and Beverage Facility

2.2 Discretionary Uses

The Discretionary Uses listed in Section 63.3 of the Hamlet Commercial District shall apply.

2.3 Minimum Requirements

- 2.3.1 Minimum number of on-site parking stalls: 21
- 2.3.2 Minimum number of off-site parking stalls: 17
- 2.3.3 Minimum building setback from the west (Elbow River) property line: 0.5 metres

- 2.3.4 Minimum building setback from the north property line: 2.0 metres
- 2.3.5 Minimum building setback from the east (River Drive North) property line: 14.0 metres
- 2.3.6 Minimum building setback from the south (Balsam Avenue) property line: 12.0 metres
- 2.4 Maximum Requirements
 - 2.4.1 Maximum building height: 13.0 metres
 - 2.4.2 Maximum lot coverage: 21%
- 2.5 Parking Requirements
 - 2.5.1 Off-site parking shall be secured through an agreement signed by the off-site parking lessor and the developer, or property owner of the land in the Direct Control District, to the satisfaction of Rocky View County.
 - 2.5.2 Off-site parking agreements shall be submitted to the satisfaction of the Development Authority prior to release of Development Permit.
 - 2.5.3 Off-site parking agreements shall require the developer, or property owner of the lands in the Direct Control District, to notify Rocky View County immediately should any agreement end with respect to any of the off-site parking stalls.

3.0 DEVELOPMENT REGULATIONS

3.1 Interface Treatments with Residences

Property lines shared directly with residential land uses shall be landscaped with trees and/or privacy screening to the satisfaction of the Development Authority.

PART 4 – TRANSITIONAL

Bylaw C-7960-2019 is passed when it receives third reading and is signed by the Reeve/Deputy Reeve and the Municipal Clerk, as per Section 198 of the *Municipal Government Act*.

Division: 1
File: 03913077 – PL20190157

READ A FIRST TIME IN COUNCIL this 26th day of November , 2019

PUBLIC HEARING WAS HELD IN COUNCIL this day of , 20XX

READ A SECOND TIME IN COUNCIL this day of , 20XX


READ A THIRD TIME IN COUNCIL this day of , 20XX

Reeve

CAO or Designate

Date Bylaw Signed

SCHEDULE "A"BYLAW: C-7960-2019**AMENDMENT**

FROM Hamlet Commercial District (HC) TO Direct Control District (DC) 

Subject Land _____

LEGAL DESCRIPTION: Lot 1, Block 6, Plan 1741 EW
SE-13-23-05-W05M

FILE: 03913077 - PL20190157

DIVISION: 1



January 31, 2020

Johnson Kwan
Senior Planner, Planning and Development Services
262075 Rocky View Point
Rocky View County, AB, T4A 0X2

Re: PL20190157, Proposed changes to DC by-law

Dear Johnson,

Please find attached a red-line version of the proposed changes to the DC by-law for land use application PL20190157 (Bragg Creek Brewery). We have made the proposed changes to address the concerns that the County has expressed in regard to the proposed agreements for off-site parking. The proposed changes will give the development authority the ability to request a new development permit if the number of secured off-site parking stalls falls below 17 stalls.

We hope that these proposed changes satisfy the County's concerns regarding parking and that administration and Council can support this application.

Sincerely,

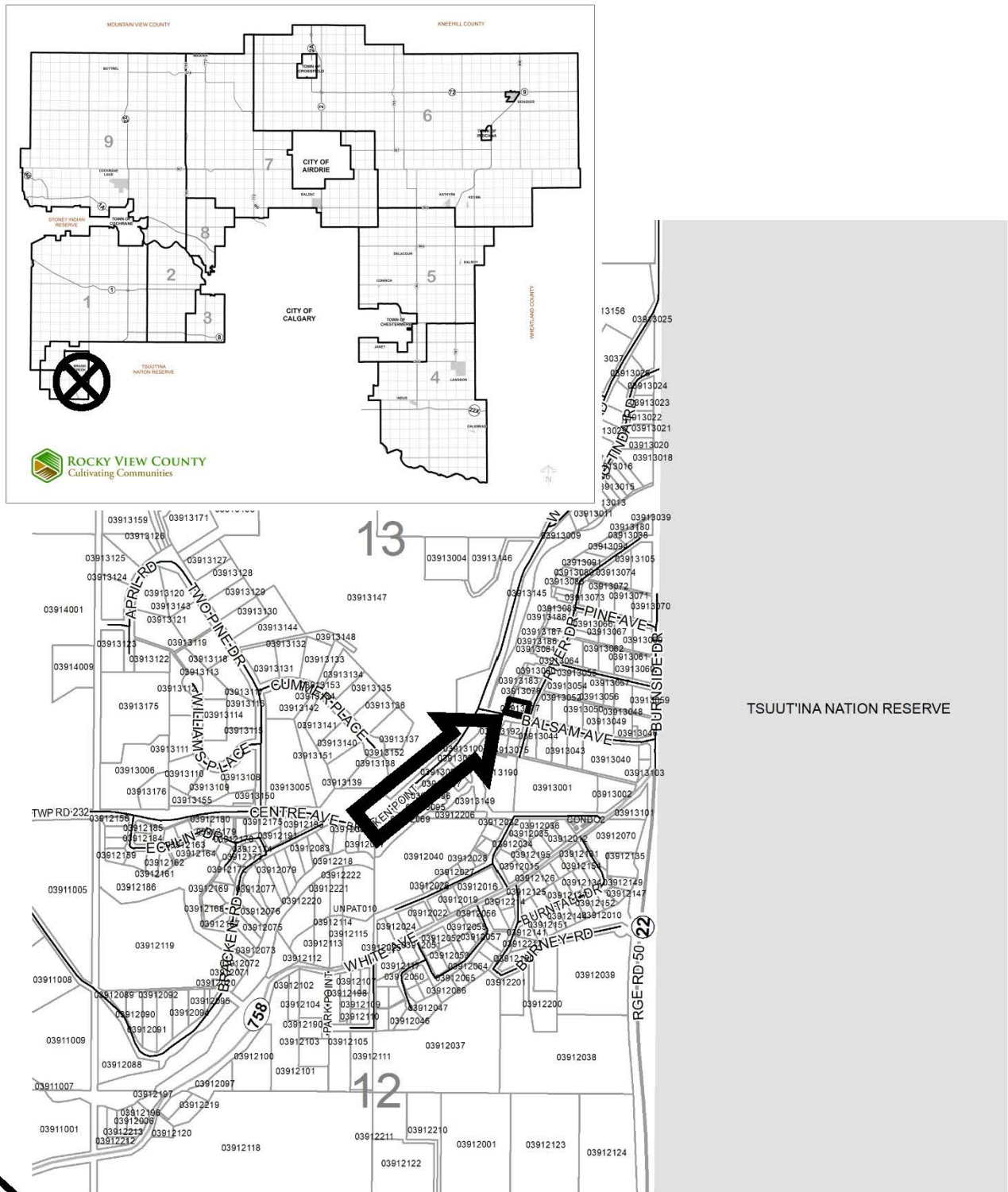


Brian Horton
Principal, Senior Urban Planner
O2 Planning + Design

Amend the Parking requirements as follows:

2.5 Parking Requirements

- 2.5.1 Off-site parking shall be secured through an agreement signed by the off-site parking lessor and the developer, or property owner of the land in the Direct Control District, ~~to the satisfaction of Rocky View County.~~
- 2.5.2 ~~Off-site parking agreements shall be submitted to the satisfaction of the Development Authority prior to release of Development Permit.~~
If the number of required off-site parking stalls for a development approved under a development permit falls below 17, then a new development permit is required for that development.
- 2.5.3 ~~Off-site parking agreements shall require the developer, or property owner of the lands in the Direct Control District, to notify Rocky View County immediately should any agreement end with respect to any of the off-site parking stalls.~~



LOCATION PLAN

SE-13-23-05-W05M

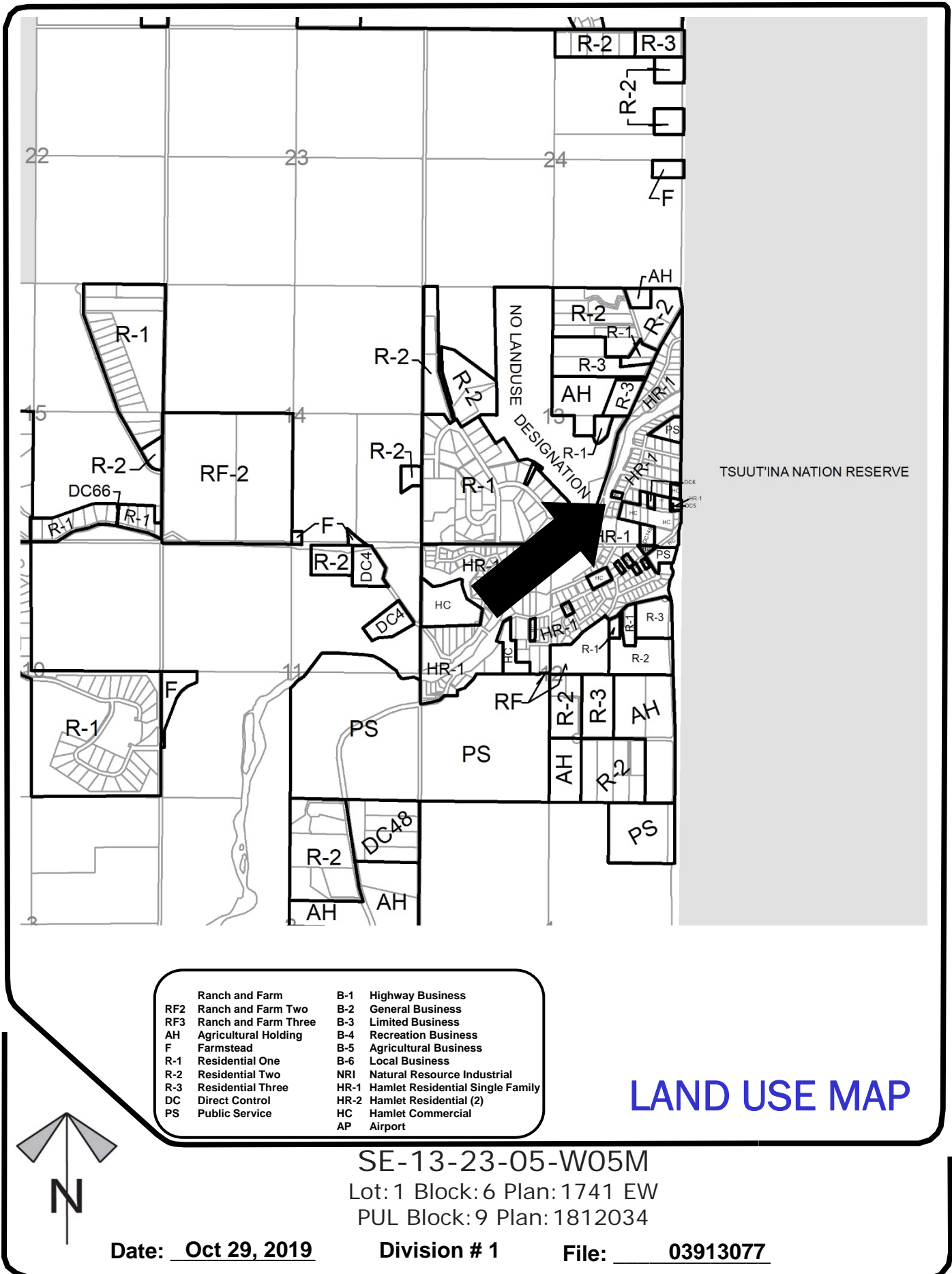
Lot: 1 Block: 6 Plan: 1741 EW

PUL Block:9 Plan:1812034

Date: Oct 29, 2019

Division # 1

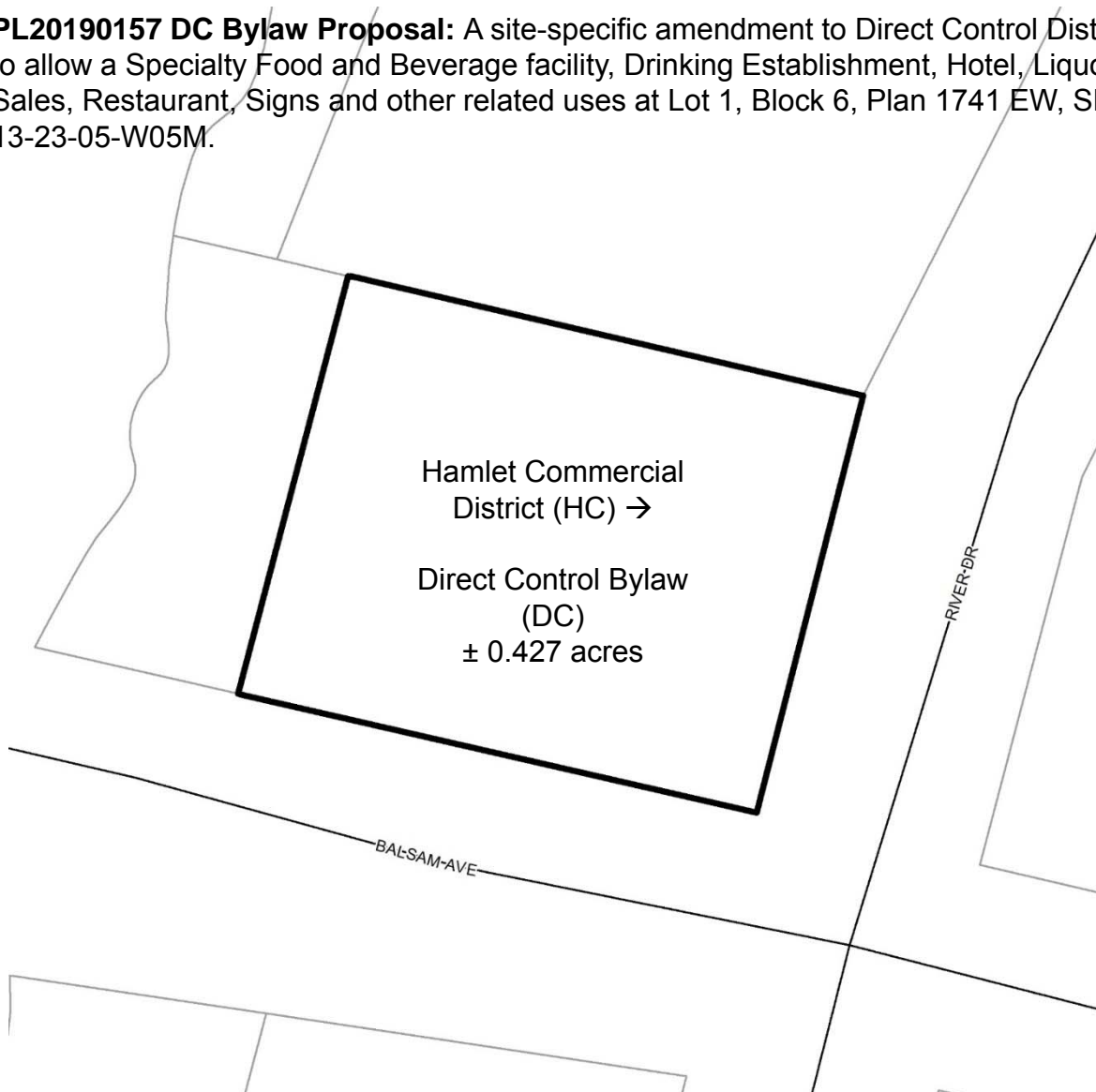
File: 03913077



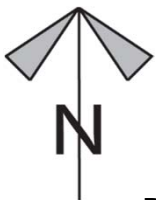
PL20190156 MSDP Proposal: To approve the Bragg Creek Brewery Master Site Development Plan to guide and evaluate the development of a Specialty Food and Beverage Facility, hotel, drinking establishment and other related uses.

Proposed MSDP available on the County website under the following link:
<https://www.rockyview.ca/BuildingPlanning/PlansUnderReview/ProposedMSDPs.aspx>

PL20190157 DC Bylaw Proposal: A site-specific amendment to Direct Control District to allow a Specialty Food and Beverage facility, Drinking Establishment, Hotel, Liquor Sales, Restaurant, Signs and other related uses at Lot 1, Block 6, Plan 1741 EW, SE-13-23-05-W05M.



DEVELOPMENT PROPOSAL



SE-13-23-05-W05M

Lot: 1 Block: 6 Plan: 1741 EW

PUL Block: 9 Plan: 1812034

Date: Oct 29, 2019

Division # 1

File: 03913077

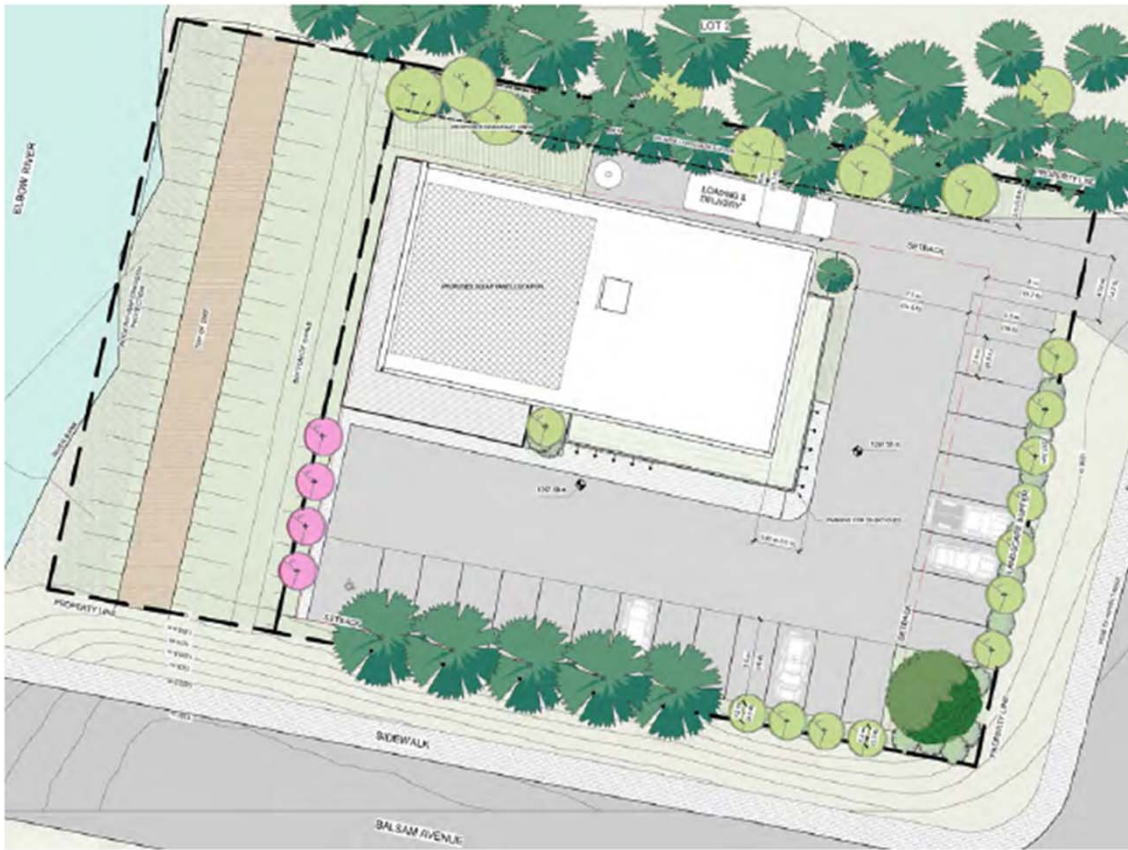
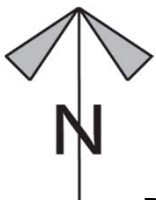


Figure 13: Landscaping Plan

Proposed new definition: “Specialty Food and Beverage Facility” means where products including but not limited to beer, wine, spirits, other alcoholic beverages, cheese, coffee, chocolate, and other specialty goods are manufactured; that may have areas and facilities for the storage, packaging, bottling, canning and shipping of the products made; that may have a private hospitality area where products made on the premises are provided to private groups for tasting and consumption as a special event and are sold to the general public for consumption on the premises; and that may include the retail sale of products made on the premises or by other Specialty Food and Beverage Facilities for consumption off the premises.

DEVELOPMENT PROPOSAL



SE-13-23-05-W05M

Lot: 1 Block: 6 Plan: 1741 EW

PUL Block: 9 Plan: 1812034

Date: Oct 29, 2019

Division # 1

File: 03913077



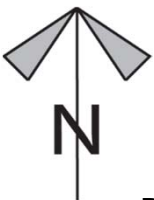
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Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

AIR PHOTO

Spring 2018



SE-13-23-05-W05M

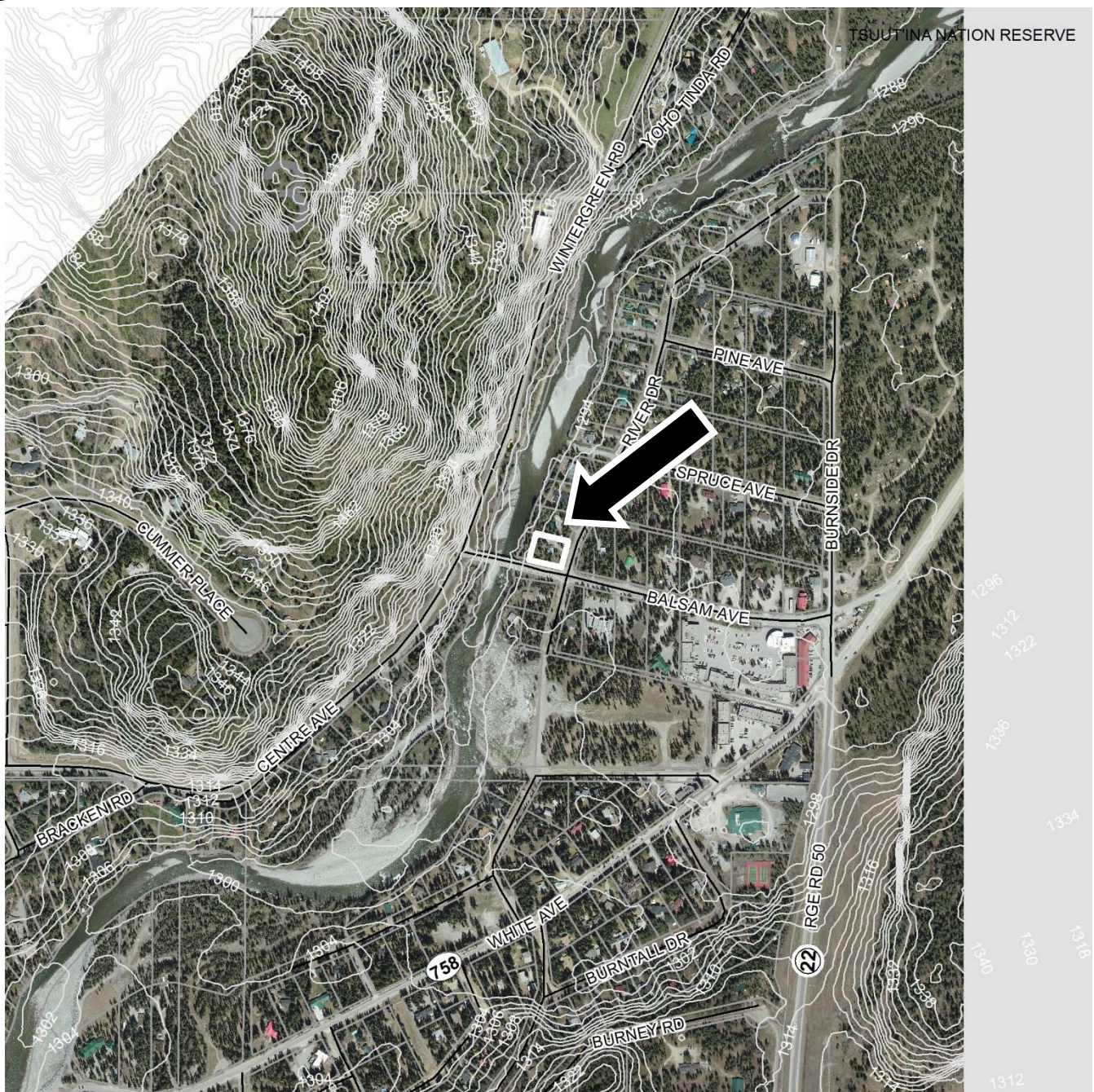
Lot: 1 Block: 6 Plan: 1741 EW

PUL Block: 9 Plan: 1812034

Date: Oct 29, 2019

Division # 1

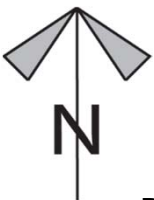
File: 03913077



Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

TOPOGRAPHY

Contour Interval 2 M



SE-13-23-05-W05M

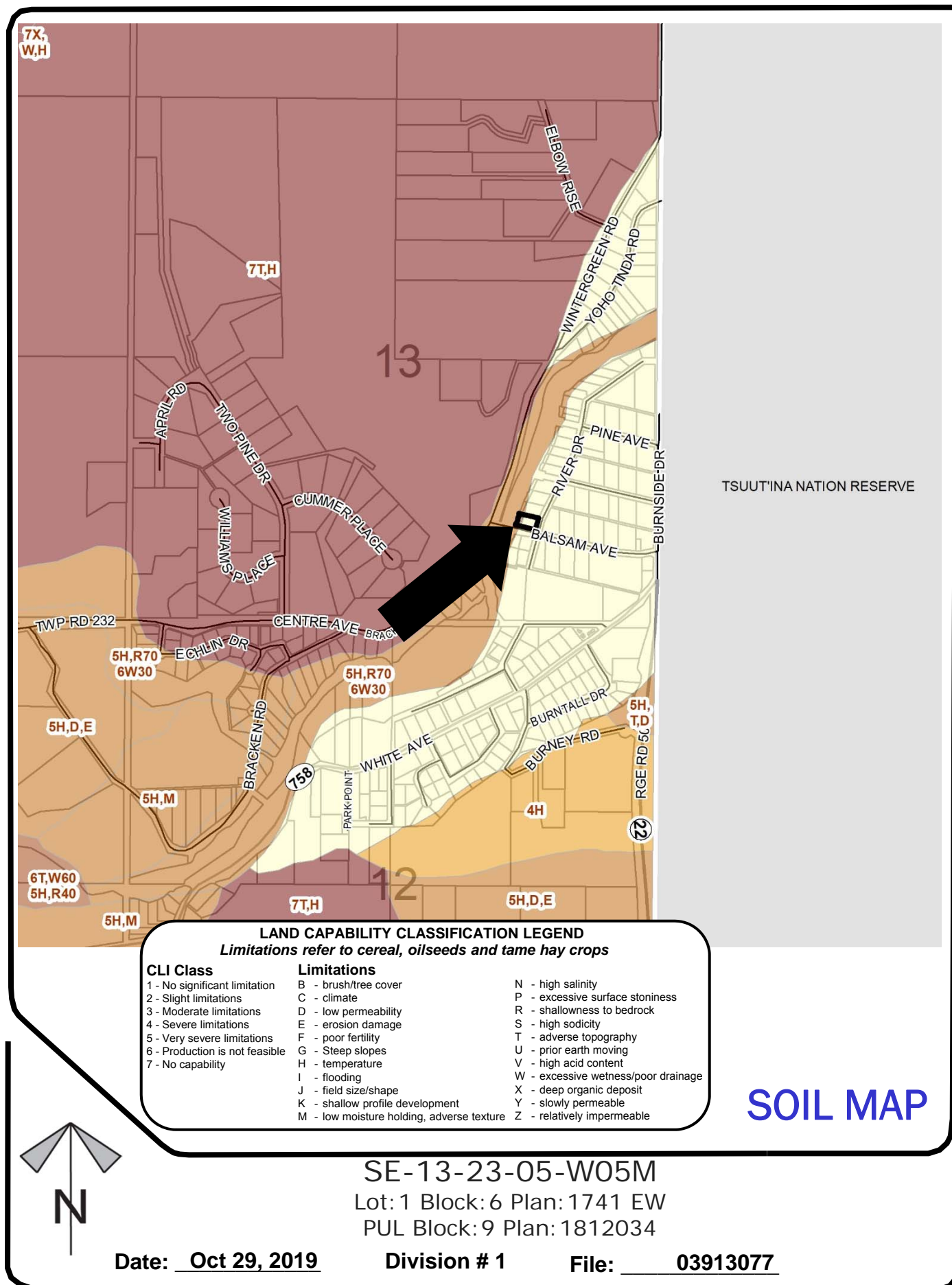
Lot: 1 Block: 6 Plan: 1741 EW

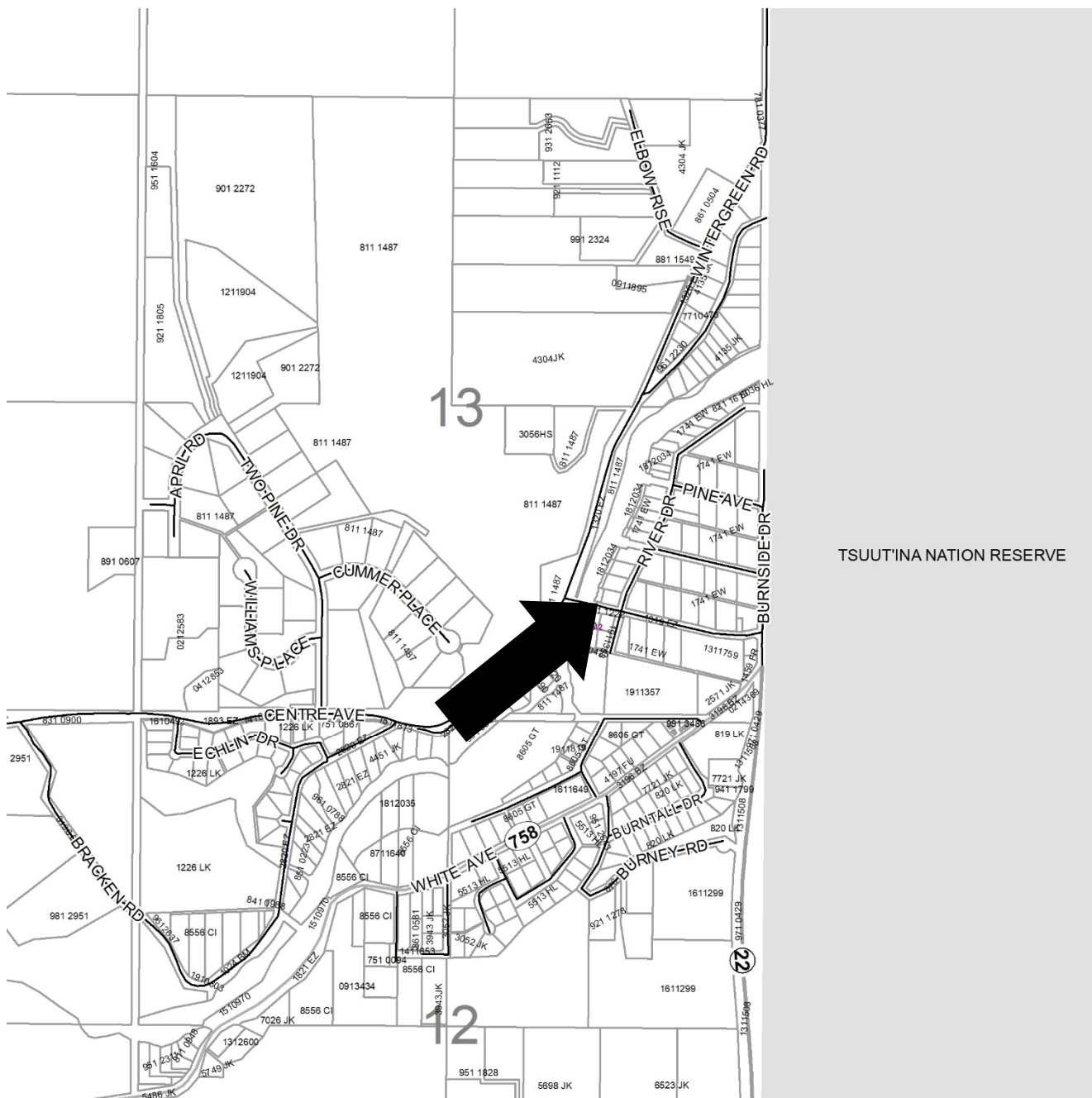
PUL Block: 9 Plan: 1812034

Date: Oct 29, 2019

Division # 1

File: 03913077



**Legend – Plan numbers**

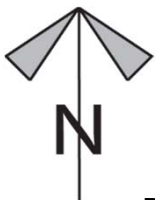
- First two numbers of the Plan Number indicate the year of subdivision registration.
- Plan numbers that include letters were registered before 1973 and do not reference a year

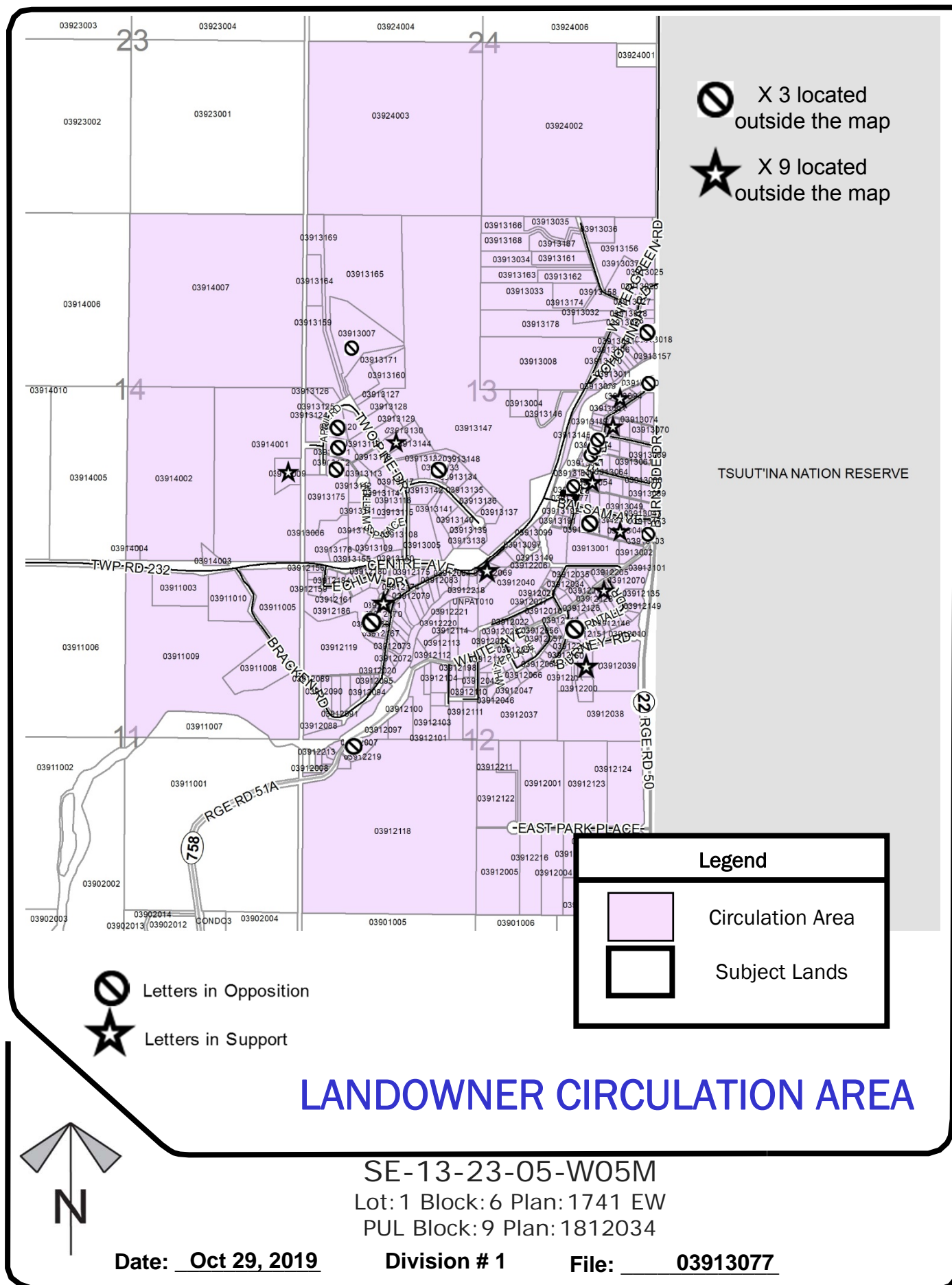
HISTORIC SUBDIVISION MAP

SE-13-23-05-W05M

Lot: 1 Block: 6 Plan: 1741 EW

PUL Block: 9 Plan: 1812034

Date: Oct 29, 2019Division # 1File: 03913077



February 11, 2020

Sent via email to: legislativeservices@rockyview.ca

Rocky View County
262075 Rocky View Point
Rocky View County, AB T4Z 0X2

Dear Councillors:

Re: Bylaw C-7960-2019

I am writing in regards to the above noted Bylaw. I am unable to attend the public hearing on February 25, 2020 and this letter is my written submission regarding this proposed Bylaw.

I have read the history of the Developers related to the brewery, hotel, drinking establishment, etc. that the Developer wants to develop on this ½ acre or less parcel of land. I have read that Rocky View County changed the land designation from HR1 to Commercial in 2017 to allow the Developer to build on this site. The Developer submitted a Development Permit which was approved and then that approval was subsequently appealed by citizens within the Hamlet of Bragg Creek. After the Subdivision and Development Appeal Board held three days of hearings a decision was rendered on September 11, 2019. In a nutshell, the Appeal Board said no to offsite parking and no to a three storey building, only two stories would be allowed.

I agree with no offsite parking and only a two storey building. The reasons are as follows:

Offsite parking:

My concerns with offsite parking are numerous. From safety of pedestrians walking across Balsam Avenue to where would the offsite parking be. I work in the hamlet very close to Balsam Avenue. On a daily basis I see vehicles, large and small speeding down Balsam Avenue going over the bridge to/from Wintergreen Road or Centre Ave/twp rd 232. The only time that I have seen vehicles drive slowly was when the movie industry was filming a movie at the Old West Mall which is adjacent to Balsam Avenue. There are no crosswalks going from River Dr across Balsam to River Dr N. If people are walking on the roadway to get to other parts of Bragg Creek, I have safety concerns for their welfare. There is a sidewalk on one side of Balsam Avenue, however there are times when it is flooded or too icy to walk on.

In one of the Developer's submissions it has that visitor parking within Bragg Creek townsite is not an issue. I am not sure when the Developer did the survey of the hamlet's available visitor parking to arrive at this conclusion. On weekends, in the summer and on nice days in the winter, the mall parking lots are full of vehicles. In the summer, because there is a lack of parking for motor homes and vehicles pulling trailers, they park illegally on Balsam Avenue. Bragg Creek does not have specific visitor parking. Bragg Creek does not have law enforcement

in the community on a regular basis so there is no one available to ensure the parking bylaws are being followed. Patrons of the proposed brewery are not allowed to park on River Dr N, however, who will stop them if there are no law enforcement officers in Bragg Creek to ticket the offenders. Yes, residents can contact the RCMP but they will only attend if there is an emergency. Parking violations are not an emergency.

I believe as elected officials who will decide on the Bylaw, that you must look at the Developer's design and the effect it will have on the community. A couple of years back, the Community met with Rocky View County to decide on the Hamlet of Bragg Creek Design Standards. I attended the meetings and provided my input. Rocky View Council voted and passed the Hamlet of Bragg Creek Design Standards. The Design Standards state that **for a 1 acre lot, business development should not exceed 20% of the lot size** (page 15). In addition, on page 15, it states:

"Buildings shall be scaled so that they do not interfere with neighbouring buildings, or create a significant contrast in scale and appearance between adjacent buildings, which is visually disruptive. Development should take cues regarding height and width from surrounding high quality buildings, and achieve complementary massing forms."

On page 16 it states:

"Building height should be limited to two storeys, and generally should not extend beyond 10 metres (32 feet). Height relaxation may be considered to accommodate desirable architectural detailing."

The building the Developer wants to erect is 3 storeys high and the development is in excess of 20% of the lot.

In my opinion, a three storey building will be another eyesore on Balsam Avenue. We already have a business on Balsam Avenue whose outside appearance does not fit in with the one storey buildings surrounding it.

I have been advised that Rocky View counsellors will be making the decision on this Bylaw. If it is passed then there is no appeal process. I understand and agree that Bragg Creek needs to grow. But doesn't Bragg Creek need more affordable housing before a brewery and hotel is built?

My questions that no one can answer are:

- Where will the employees be coming from to clean the hotel? Bragg Creek businesses currently have a difficult time in recruiting minimum wage earners. Some employees drive from Calgary and Cochrane to work in the restaurant businesses but only because they are making sufficient earnings with the wages and tips. This concern may not form part of councils' decision making process but it should.

- If the brewery is not successful, then Bragg Creek has a building with a site specific Bylaw. Or if the brewery is hugely successful, there is nowhere to grow on this site and the business must move to a different site. Then there is a three storey building surrounded by one and two storey buildings.

It doesn't make sense to me. It isn't about making money. It is about getting along with your neighbours and ensuring that their enjoyment is as important as developing this property. It is my understanding that the Developers' are not residents of Bragg Creek and the surrounding area. A couple may be residents of Redwood Meadows which have their own restrictions that must be followed. The Hamlet of Bragg Creek has standards that must be adhered to since council passed them:

“The Design Standards act as a companion to the Greater Bragg Creek Area Structure Plan, the Land Use Bylaw (LUB), and the County’s Servicing Standards. They will guide the physical design of buildings and the streetscape, within the specifications provided by higher order policy documents and standards.

- **Greater Bragg Creek Area Structure Plan: the Area Structure Plan provides policies to direct land use and subdivision, outlines the conditions under which development will occur, and provides criteria by which to evaluate an application’s suitability.**

- **Rocky View County Land Use Bylaw: the Land Use Bylaw outlines appropriate uses and development regulations within each land use district.**

- **Rocky View County Servicing Standards: the Servicing Standards guide the technical design, preparation and submission of plans and specifications for infrastructures, such as roads, servicing systems, and stormwater management facilities.**

Developers, designers, and planners should consult the standards in conjunction with any relevant policies and standards.” (page 3 of the Hamlet of Bragg Creek Design Standards)

Finally:

“1.1 Purpose

These Design Standards provide design direction for development, redevelopment, and enhancement of buildings, streetscapes, public open space, and natural areas. They build on a vision of the hamlet that supports the conservation of the natural environment, and an attractive and functional public realm. Sensitive development enhancements, as well as other street and park improvements, will help advance the community goal of fostering a vibrant, inviting, and connected commercial core. They address the way buildings shall relate to each other, the public realm, and the overall physical appearance of the hamlet, to ensure a consistent community character. These standards will help improve the visual aesthetic of local buildings and landscapes, reduce the visual clutter of commercial signs, and promote the integration of individual buildings to create an attractive and cohesive public environment. The standards are meant to guide appropriate development of private

and public property to enhance the unique character and sense of place in Bragg Creek. Applicants are encouraged to consider their property development as an opportunity to make a positive contribution to the betterment of the built environment and the community as a whole.

1.2 Application and Scope

The Design Standards have been prepared to provide clear direction for all participants involved in the planning and design process. These participants include:

- a) Property owners and developers, when preparing applications;
- b) Rocky View County Administration, when reviewing applications, and when undertaking public improvement projects; and
- c) Rocky View County Council, and any other relevant approval authorities, when evaluating applications and public improvement projects.

The Design Standards apply to all properties within the hamlet, as outlined in the map.

All development, regardless of use, shall comply with the site planning and design standards, including tree management, fencing, and resilience design. Commercial, institutional, mixed-use, and multi-unit residential developments (greater than two units), shall comply with specific standards.” (page 1 and 2 of the Hamlet of Bragg Creek Design Standards)

I do not agree with Bylaw C-7960-2019. I agree with development as long as the rules are being followed. I must follow the rules laid out by Rocky View County. I do not agree with circumventing the rules and the Subdivision and Development Appeal Board decision by paying to have a proposed Bylaw written and passed to build a development regardless of the Hamlet of Bragg Creek Standards put in place by council.

Sincerely,

Joanne Birbeck
363 Wild Rose Close
Rocky View County

February 10, 2020

Sent via email to: legislativeservices@rockyview.ca

Rocky View County
262075 Rocky View Point
Rocky View County, AB T4Z 0X2

To the Attention of Rocky View Councilors:

Re: Bylaw C-7960-2019

I am not able to attend the public hearing on February 25, 2020, regarding the above noted Bylaw. Please accept this letter as my written submission regarding the proposed Bylaw.

I do support economic growth that would benefit the community at large associated to the Greater Bragg Creek. For economic growth and development to occur, there are processes and regulations set in place by governing regulatory bodies that entities must abide to in the development process. There must be clear communications with all stakeholders of the scope of the development and any changes in the vision of the development. The communications would include persons or the community at large that may be affected directly or indirectly by the developmental changes. Applicants and or proposed developers should be encouraged to work collaboratively with community residents and business members, in the building of a vibrant community. The consultation process should include recommendations and considerations from stakeholders when the focus of a development changes as change may well affect the well-being of residents and visitors to the community. The safety and security of all persons (residents and visitors) should not be discounted in the development process and the importance of this should remain as a priority for RVC. RVC should be a supporter of SMART growth in their associated rural communities.

Excerpt from RVC website- "Bragg Creek Hamlet Expansion Strategy"

<https://www.rockyview.ca/BuildingPlanning/PlansUnderReview/BraggCreekHamletExpansionStrategy.aspx>

The Greater Bragg Creek Area Structure Plan was adopted in 2007 to guide future land use, subdivision, and development in the hamlet and its surrounding area. The Area Structure Plan identifies the area south of the hamlet, between Highway 22 and Bragg Creek Provincial Park, for future expansion consideration. However, the plan does not contain specific policies to guide development on the expansion lands.

Rocky View County is now initiating the Bragg Creek Hamlet Expansion Strategy. The purpose of this project is to explore the potential land use scenarios for the hamlet expansion area in accordance with the Greater Bragg Creek Area Structure Plan and the Hamlet of Bragg Creek Revitalization Plan. The result will be specific policies to guide the development on the expansion lands.

In December 2015, the Hamlet of Bragg Creek Revitalization Plan was adopted by Council to identify opportunities and actions that can be undertaken to achieve the community's vision for the hamlet, and to revitalize the Bragg Creek area as a dynamic place to live and visit.

The original Area Structure Plan Greater Bragg Creek ASP provided direction for the County to prepare a comprehensive land use strategy to accommodate hamlet expansion within these lands once a funding commitment and a timetable for development of municipal water and wastewater systems to service the area become available.

The Bragg Creek Hamlet Expansion Strategy will align with other statutory plans, policies, and studies that have been adopted since the original Area Structure Plan was completed in 2007.

In 2019, Rocky View County (RVC) met with residents and identified stakeholders within the community of Bragg Creek and consulted with them in what the residents of the community felt was appropriate for future development as it related to future growth and development. The collaborative discussions included the appearance and standards of buildings, which included the preservation of rural character in building design for the community going forward. Other topics of discussion included concerns to proposed commercial and residential development and the potential of re-zoning, rural roads, wastewater infrastructure and emergency services and response.

The Hamlet of Bragg Creek Structural Plan was passed by RVC with the recommendations and input provided by the community members and stakeholders alike. RVC instituted/established guidelines for any future development proposals relating to building structures within the Hamlet of Bragg Creek. The development and design requirements also included restrictions relating to the height of new development building structures- wherein buildings were not to exceed two (2) stories.

Excerpt from Rocky View County Cultivating Communities
Active Transportation Plan- South County, October 2018

<https://www.rockyview.ca/Portals/0/Files/BuildingPlanning/Planning/ATP/RVC-Active-Transportation-Plan-South-County.pdf>

The ATPSC guiding principles state that the plan will:

- ***Provide clear guidance for active transportation facility development that incorporates best practices while being sensitive to the context in which facilities are developed.***
 - *Contribute to quality of life by supporting economic development, environmental sustainability, and healthy lifestyles.*
- ***Be a realistic transportation choice to safely and comfortably connect people with their day-to-day activities.***
- *Support access to features and amenities within Rocky View County.*

- *Create connections and spaces for social interaction within and between communities, contributing to a greater sense of community.*
 - *Accommodate a range ages and abilities that reflects the needs of the surrounding community context.*
 - *Identify year-round active transportation opportunities where there is high demand and where year-round maintenance can be realistically be applied and sustained.*
 - *Be prioritized within the financial means of Rocky View County and will consider capital and life-cycle costs.*
-

Recent open source checks reveal that the greater Bragg Creek area has approximately 600 persons who reside in the area with close to 300 private dwellings. The area continues to offer a variety of recreational opportunities with visitors to the Greater Bragg Creek area arriving from all regions of the world on a weekly basis. Local residents will concur that the numbers of visitors frequenting the hamlet and provincial park **have not** diminished from the summer of 2013 flooding event.

Visitors to Bragg Creek, along with the large number of residents that reside in the West Bragg Creek area, are required to drive through the hamlet on Balsam Avenue and cross over the Elbow River Bridgeway to reach their destination. Whether it be to golf or dine at the Wintergreen Golf and Country Club, snowshoe/hike/bike/cross country ski/horseback at the provincial park or simply drive home or visit family and friends' persons have to traverse the bridge to access West Bragg Creek locations. The bridge serves as an important and intricate link for residents and visitors alike, serving as the transportation "artery" or "hub" for the steady stream of year-round vehicular traffic. It also serves as one of the only year-round and viable choice for first responders to utilize their equipment in the event of a disaster or emergency.

Just prior to crossing the Elbow River bridge from the hamlet, operators of motor vehicles and bicycles, along with foot traffic, must contend with the sloping intersection of River Drive. I have personally witnessed situations in the winter and summer months of near miss collisions due to the restricted visibility and grade of this specific roadway (River Avenue/Balsam Drive). The snow accumulation alongside the road restricts a driver's ability to properly place your vehicle for turns or approach. The low grading of the roadway greatly affects the ability to judge approaching vehicles and the speeds that they are traveling. As a resident of Bragg Creek for over six years, I have not witnessed enforcement of speed or traffic infractions for this intersection. The annual garage sales that occur within the confines of this intersection are of concern as the present road allowance does not afford ample space for vehicles to be parked and stopping in a safe manner. Vehicles that do park roadside impair the vision for motorists on this busy roadway. The associated foot traffic of visitors crossing the bridge or residents walking their dogs, whether it be at dusk or dawn are also at risk due to the topography of the area.

As a former member of law enforcement, I believe the development and proposed usage of this land would be a case of situation of grave bodily concern as to “if” something serious will occur at this intersection, it’s “when” will it occur.

Summer months present similar concerns for persons that may frequent the vicinity of the proposed development. With limited accessibility and parking available to the proposed development, the high volume of unregulated traffic along Balsam Avenue is a serious recipe for negative repercussions for residents and visitors alike.

I have followed closely the vision expressed by the co-founders of the “Bragg Creek Brewing and Roaster Company” since its inception. The three original co-founders of Adam McLane, Kirk Bodnar and Baruch Laskin touted in their messaging to local social media and the Bragg Creek community residents in October of 2016, that they were hoping to attract “beer-loving tourists to the area”.

<https://www.cochranetoday.ca/entertainment-news/beer-company-brewing-up-tourism-in-bragg-creek-1452702>

“We’re a smaller volume brewery with an exceptional product,” he said, adding they may focus also on special seasonal brews. “We’re focusing on the quality, not quantity. Definitely by spring you’ll see our beers in the Bragg Creek area.”

Those beers will be showcased in the company’s flagship location on Balsam Avenue. Now that Laskin and his partners have found the land, they are excited to break ground and start work on the building itself. McLane wants it to have a low-energy, low-water footprint – an earth-friendly accomplishment they hope other breweries will model.

“We can be a leader and a catalyst for that,” he said.

When the doors do finally open sometime next year, Laskin said Bragg Creek Brewing aims to be a family-friendly environment for tourists and hikers can grab a bite to eat before exploring the area – then return at the end of the day to unwind with a pint or two.

In November of 2016, social media once again highlighted the vision of Bodnar and Laskin;

<https://www.okotokstoday.ca/wheels-west/craft-brewers-eye-bragg-creek-for-restaurant-1533326>

With land secured next to the Elbow River near the hamlet’s commercial core, business partners Baruch Laskin, Adam McLane and Kirk Bodnar hope to be serving up pints, pizza, fresh roasted coffee and more at the Bragg Creek Brewing Company in 18 months. Bodnar said they envision a destination brewery restaurant.

On October 31, 2017, social media reported that Bragg Creek Brewing received council approvals with the following related information contained within the article;

Council unanimously approved a site-specific amendment to accommodate two uses associated with the development that are not currently supported by the Hamlet Commercial land use district – hotel and brewery. Anderson said that these proposed uses appear to be consistent with the intent of the Bragg Creek Area Structure Plan and the Bragg Creek Revitalization Plan, but potential impacts must be further examined prior to development permit approval.

<https://www.airdriestoday.com/local-news/bragg-creek-brewing-receives-council-approvals-1419452>

The vision and scope of a quaint brewery and roaster nestled along the banks of the Elbow River had expanded in scope and magnitude. This same residential land set for the original development, had been rezoned for commercial development and on this same small parcel of land an additional story would be added to house a 21-room boutique hotel and an event center. The partnership of co-founders had grown to include an individual with restaurant and catering experience.

As I previously mentioned, I am in favor of development for the greater good for residents of Rocky View County and the Greater Bragg Area. I do approve of strategies and initiatives that would further enrich the experiences of persons who may visit the area and our world class attractions. It is also important to make strides in developing opportunities for members of the community and improving their lives with constructive and thoughtful development.

I am opposed to development without the proper consideration for the safety and security of residents and visitors to the area.

This proposed development from the infancy stages has morphed greatly from the original broadcasted concept of a “cabin in the woods effect”, “low-water footprint”, “still maintain the great culture of Bragg Creek”, “that blends into the history of the area offering a local pub like atmosphere”.

The applicants for the development are seeking to eliminate the need for proper and required regulations relating to parking and building code heights as approved by members of Bragg Creek and the RVC. The applicants are circumventing the process in paying a fee to pass a bylaw and not be required to abide by the administrative hurdles they have encountered with regulatory or county recommendations as it relates to economic development. The residents of the Greater Bragg Creek Area in their meeting and consultation process with RVC did not intend to put measures in place for future development only to be undermined by persons who could pay a monetary fee to circumvent the rules. The integrity of RVC and its relationship with rural communities is at stake when it comes to accepting monies from developers against the wishes

expressed to them by the members who collaboratively have worked with them in the drafting of laws and statutes that developers must adhere to in their development applications.

The Applicants are attempting to pass this approval process in a “direct method” to avoid any further delays in their development plans without addressing the concerns of parking, accessibility and building height requirements.

It is my opinion that the applicants have attempted to address all the needs that they received in feedback forums that were discussed and identified with the community residents in 2018, 2018 and 2019. The ideas were of multiple buildings and developments being constructed in the growth plans for the Greater Bragg Area. The original concept presented to the community from Laskin as his vision of a small cozy craft brewery and roaster on a corner river residential lot, has outgrown the geographical footprint of what the property was originally was intended for development.

The proposed development of a restaurant/craft brewery/roaster/event center with a “boutique 21 room hotel”, **is not** an appropriate location for the proposed Applicants Development.

The scope and size of the original Applicants intentions to build and develop has changed dramatically. There are numerous factors that clearly highlight that this is not a SMART business initiative for the Hamlet of Bragg Creek and the factors should be taken into consideration by RVC in **refusing the bylaw application** for this development:

- Location limited to one narrow entrance for vehicular traffic,
- Lack of required parking as per county requirements,
- Closely located to high volume roadway/intersection and crucial infrastructure to the community,
- Limited mobility in the parking lot for first responders and patrons (seasonal and otherwise),
- Poor areas for staging for emergencies and natural disasters,
- Overland flood and waste water issues,
- Building exceeding the permitted and community agreed county development regulations and restrictions,
- Multi story building to be developed on high water table with lands prone to flooding,
- If patrons are required to park off site from the development location, there is lack of proper infrastructure for foot traffic (lighting and secure parking,
- Security for those that may have to walk to nearby vehicles,
- The Applicants have proposed tour vehicles would frequent the development location with inadequate loading and unloading areas place persons at risk,
- Seasonal flooding of parking lot and nearby lands,
- Lack of enforcement of bylaws historically in the designated development area,

- These are all contributing factors that RVC should take into consideration in refusing the development and proposal for this Bylaw C-7960-2019.

In conclusion, the Applicants are requesting the RVC approve their request for a BYLAW to for the development of their multi-use facility. The rules for this development in Rocky View County, are not being followed as per the agreement and understanding that the residents of Bragg Creek community had in their engagement sessions as to the vision for the community.

The Applicants are seeking to bypass their responsibilities in providing what is required under county regulations in having the correct allotment of assigned parking on site and a proper design for building height allowance. The Applicants if they wish to pursue a larger development and multi-use facility, the Applicants should be required to seek an alternative location or scale back their vision to accommodate the proper allotment for parking, building codes and consider the overall safety and security of all who may be affected by the proposed development site location.

Sincerely,

W.M. Birbeck
363 Wild Rose Close,
Rocky View County, AB.

February 12, 2020

Rocky View County
262075 Rocky View Point
Rocky View County, AB
T4Z 0X2

To: the Attention of Rocky View Council:

OPPOSE the proposed Rocky View County (RVC) Bylaw (C7960-2019) for the following reasons:

From: Sherri Olsen, Bragg Creek, AB

I am not able to attend the hearing in person, so please accept this written submission.

I am opposed to this development being changed to Direct Control Bylaw for the following reasons:

- it appears this bylaw is in essence a 'work around' for the inability or unwillingness to meet the appeal requirements set out on 11 Sep 2019 (file 03913077; PRDP20184945)
- and because these appeal requirements are still not met, ie parking as an example, I object to a different bylaw that relaxes or removes entirely previous requirements

There is a much more detailed letter being submitted by another concerned citizen that outlines these issues in much greater detail regarding many other issues such as : water run off from lot; pedestrian traffic; snow storage; and overall congestion along the bridge creating potential bottlenecking.

Therefore, due to my understanding that a Direct Control Bylaw loosens the requirements set out by the previous appeal process, and the fact there is no appeal process once a DC is in place, I am opposed.

Should it be scaled back to its original descriptive with the requirements met from Rockyview County, I would welcome this business to the Community.

Sherri Olsen
155 White Ave
Bragg Creek, AB.

[REDACTED]

Tyler Andreasen

From: Barbara Kolody [REDACTED]
Sent: Tuesday, February 11, 2020 5:11 PM
To: PAA_ LegislativeServices
Subject: See Attached Bylaw #C-7960-2019
Attachments: IMG_0701.jpg; ATT00001.txt

Hello,

I own a ladies clothing boutique in the Old West Mall, Bragg Creek, AB. It is very close to this proposed hotel. My concern is the lack of parking for this proposed establishment. It is surrounded by residents & also close to my boutique. I do not want their customers taking up parking where it is not wanted; by local residents or in the old west mall parking lot.

Please ensure they have adequate parking as it will affect so many around this proposed hotel.

Thank You for your consideration.

Barbara Kolody, Owner
Crabapple Cottage
The Old West Mall
#2, 27 Balsam Avenue
Bragg Creek, AB T0L0K0

Johnson Kwan

From: William [REDACTED]
Sent: Sunday, December 29, 2019 7:35 PM
To: Johnson Kwan
Cc: Division 1, Mark Kamachi
Subject: File Number: 03913077 Application Number: PL20190156/57

Categories: Red Category

December 29, 2019

Re: File Number: 03913077
Application Number: PL20190156

Attention: Planning Services Department, Rocky View County

Dear Mr. Johnson Kwan,

I am writing to you to express my objection to the above mentioned application by Bragg Creek Brewing. First and foremost, we would like to say that we are not opposed to development in Bragg Creek. We welcome it, especially in the Core. We have stated that repeatedly in the Area Structure Plan discussions, focus groups, meetings and conversations with you.

We do object to this project. This is a commercial project in a residential neighbourhood. If it was proposed beside my home in Bragg Creek, I would be livid! Having a 36 foot wall on the south side of my property would wreck the value of my property. They are asking for a change of zoning, they are asking for side yard relaxations, landscaping relaxations, site coverage relaxations, height relaxations and parking relaxations (supposed verbal deal to park on someone else's property. What if that someone sells or wants to develop their property?) A building that looks like a warehouse with blatant disregard for all the terms discussed during all those meetings. "Country look, Tasteful, the Architectural/Design restrictions" THIS IS TOO MUCH!

A project that is so ambitious that the whole lot has to be clear cut to accommodate it and needs all of the relaxations is not suitable for the proposed location. Also, creating so a large project with all of the potential fire risks and not having any water/fire hydrants in Bragg Creek, is putting all the neighbours at risk.

Accommodation is needed in Bragg Creek. However is this parcel of land large enough for all that is being proposed? I can't see how.

Sincerely,
Willie and Jane Prebushewsky
8- Burney Road
Bragg Creek
[REDACTED]

Sent from [Mail](#) for Windows 10

Johnson Kwan

From: Susan Dunn [REDACTED]
Sent: Monday, December 30, 2019 4:09 PM
To: Johnson Kwan
Cc: Division 1, Mark Kamachi
Subject: Objection to: File number 03913077; Application number PL20190156/57

Categories: Yellow Category

Dear Mr. Kwan,

Further to our telephone conversation before Christmas, this email is to confirm my strong objection to this development proposal as currently circulated.

I believe the main question is, is this development proposal compatible with other uses in the immediate area and generally, the Hamlet? As submitted, this proposal is not compatible mainly due to the height of the proposed building. I do understand that the adjacent bridge is higher than street level which from the bridge, may partially reduce the overall impression of height. However, to my knowledge, there are NO existing 3 storey buildings anywhere in the Bragg Creek Hamlet, either commercial or residential so this height is an anomaly. There appears to be no effort in the current design to make the building harmonize with existing architectural styles in the vicinity. It is instead, entirely "urban" looking, rather like a strip mall with 2 stories added on top.

Regarding the numerous proposed uses for this site, business conducted during evening hours will be bothersome to adjacent residential neighbors in terms of noise and the general commotion and traffic caused by drinking establishments and hotels. The existing peace and quiet of this residential street will forever be lost. It is a disappointment that the first "hotel" proposed for Bragg Creek is not attractive, will not be located in a more suitable and spacious area (rather than this small "commercial lot"), does not harmonize with adjacent residential uses, and if approved, will set a very unfortunate precedent for three storey buildings in Bragg Creek. I hope the applicants will re-submit a proposal that is more compatible with the rural setting and appearance of Bragg Creek in general and this residential street in particular.

Yours truly,
Susan Dunn

Sent from my iPad

Johnson Kwan

From: Susan Dunn [REDACTED]
Sent: Monday, December 30, 2019 4:46 PM
To: Johnson Kwan
Cc: Division 1, Mark Kamachi
Subject: 2nd comment/objection to File 03913077 Application PL20190156/57

Categories: Yellow Category

Dear Mr. Kwan,

Re: Problem of increased congestion at the entry to Bragg Creek (4 way stop)

Also, as I mentioned in our telephone conversation, the congestion at the four stop entrance to Bragg Creek is increasingly irksome to Bragg Creek residents and visitors alike. There is always much talk about wildfire danger in Bragg Creek and traffic is snarled at the best of times, I would not like to think of the problems that could occur in an emergency situation as this is the only exit for the entire community. I understand the resolution to this problem is complicated and not foreseeable in 2020.

Until levels of government and our neighbouring Tsuu T'ina Nation can agree to construct an appropriate intersection and eliminate the congestion that grows worse every year, it seems irresponsible and possibly dangerous to approve a development that will increase traffic and congestion at this problem intersection.

Susan Dunn

Sent from my iPad

Johnson Kwan

From: Susan Dunn [REDACTED]
Sent: Tuesday, February 11, 2020 11:11 AM
To: Johnson Kwan; Division 1, Mark Kamachi
Subject: Re: Objection to: File number 03913077; Application number PL20190156/57

Categories: Red Category

February 11, 2010

Dear Mr. Kwan,

Since sending you my first email, I had the opportunity to meet and discuss the proposed development with one of the proponents of the project. Secondly, I thoroughly reviewed the information a second time with the proponents comments in mind. I re-iterate my objection to the development for the same reasons as my first email, generally its incompatibility with the immediate area and the Hamlet especially due to height and design. I do however, wish to qualify my objection. I trust the input from immediate and adjacent neighboring property's opinions will carry the most weight in RV's decision. Secondly, I believe the business community in the Hamlet may benefit from such a development (especially the accommodation component). Businesses in the Hamlet need to be supported especially in this difficult economy.

Susan Dunn
 11 Elton Court, off Bracken Road

On Mon, 30 Dec 2019 at 16:09, Susan Dunn [REDACTED] wrote:

Dear Mr. Kwan,

Further to our telephone conversation before Christmas, this email is to confirm my strong objection to this development proposal as currently circulated.

I believe the main question is, is this development proposal compatible with other uses in the immediate area and generally, the Hamlet? As submitted, this proposal is not compatible mainly due to the height of the proposed building. I do understand that the adjacent bridge is higher than street level which from the bridge, may partially reduce the overall impression of height. However, to my knowledge, there are NO existing 3 storey buildings anywhere in the Bragg Creek Hamlet, either commercial or residential so this height is an anomaly. There appears to be no effort in the current design to make the building harmonize with existing architectural styles in the vicinity. It is instead, entirely "urban" looking, rather like a strip mall with 2 stories added on top.

Regarding the numerous proposed uses for this site, business conducted during evening hours will be bothersome to adjacent residential neighbors in terms of noise and the general commotion and traffic caused by drinking establishments and hotels. The existing peace and quiet of this residential street will forever be lost. It is a disappointment that the first "hotel" proposed for Bragg Creek is not attractive, will not be located in a more suitable and spacious area (rather than this small "commercial lot"), does not harmonize with adjacent residential uses, and if approved, will set a very unfortunate precedent for three storey buildings in Bragg Creek. I hope the applicants will re-submit a proposal that is more compatible with the rural setting and appearance of Bragg Creek in general and this residential street in particular.

Yours truly,
 Susan Dunn

Sent from my iPad

PETER & SUSAN CORBETT



December 27th 2019

Re. File #03913077
Application number PL20190156 / 57

Thank you for asking us to comment on the above proposal. As long standing residents of Bragg Creek we are totally opposed to its approval. It is totally out of character for this part of Bragg Creek , which is appropriately designated residential. We suggest that it will ruin one of the best views in Bragg Creek (downstream from the bridge) , one of the reasons many visitors come here. Large numbers of attractive trees will be cut down & replaced by a building that is entirely inappropriate for these surroundings. The idea of destroying this view & replacing it with a 30 place parking lot & the only three story building in Bragg Creek. right on the bank of the Elbow River will greatly diminish the attractiveness of Bragg Creek as a place to visit. We have already witnessed the negative effects of inappropriate architecture in the totally out of character Esso gas station.

The proposed building is beyond criticism it is ugly , obtrusive , & totally out of character to the whole area. Whilst we are supportive of appropriate commercial development in Bragg Creek we would seriously question the viability of this project in this location & think that ANY potential benefits to the community would be hugely outweighed by the total destruction of one of the principal reasons visitors come here.

We understand that consideration is being given to some commercial development towards Banded Peak School & would suggest that this would be a much more appropriate location for this project.

Bragg Creek already has two restaurants & two bars , both of which serve the community well , but find difficulty in keeping going. The addition of further similar facilities would make their viability even more dubious.

In conclusion we wish to reiterate our opposition to this proposal in its proposed location.

If considered appropriate, & we were to be available , we would be happy to present our objections to the responsible Rockyview committee.

Respectfully submitted

Peter J. Corbett MD

Susan R Corbett

Tyler Andreasen

From: Angela Boze [REDACTED]
Sent: Wednesday, February 12, 2020 4:30 PM
To: PAA_ LegislativeServices
Subject: OPPOSE Rocky View County Bylaw (C-7960-2019)

February 12, 2020

To The Attention of Rocky View Council:


Calvin and Angela Boze
[REDACTED]

Great idea and we are looking forward to new growth in our area BUT we wonder what are the plans for parking for staff and guests at this proposed establishment?

Congestion at the bridge is a great possibility!!

Please respond with answers.

Thank you,
Calvin and Angela Boze
[REDACTED]


 December 15, 2019


Attn: Jackson Kwan
 Planning Services Department
 Rocky View County
 262075 Rocky View Point
 Rocky View County, Alta.
 T4A 0X2

Dear Sir:

RE: Application #PL20190156/57, File # 03913077

I attended the Open House at the Snowbirds' Chalet on November 14, 2019 and was left with several questions. While I agree that Bragg Creek needs overnight accommodations, the size and location of this proposal is not in keeping with the riparian or flood fringe/plain bylaws.

Parking: The applicant stated that arrangements have been made with other landowners, some as far away as the Tsuu T'ina Nation east of Burnside Dr. There are no guarantees that customers and employees will park on alternate lots that far away, particularly in cold weather. That would lead to parking on River Dr. N. and disruption of an established residential area. People would be short-cutting through the neighbourhood to avoid getting onto a more congested Balsam Ave. by the bridge. Is this alternate parking even enforceable?

Carrying Capacity of the Area for Another Dining/Drinking Establishment: Currently there are 15 food providers in Bragg Creek with the Wintergreen and Redwood Meadows Golf Course restaurants added to this total in the summer. These offer a full range from high-end dining to family style to lighter fare and snacks with nine of these establishments already providing liquor. The high-expense, small-margin restaurant industry suffers in the winter months here and through our economic decline resulting in fewer customers. For a business to succeed, locals need to provide roughly 90% of the support in the lean months. I have concerns how adding another dining/drinking establishment will negatively affect the existing providers in our community. Despite the applicant's claims that they would not be in competition with other establishments but just providing another alternative, we already have a saturated marketplace.

Building Design: The artist's renderings of the proposed building shows a building that really doesn't fit with the character of the community. It is reminiscent of the Jetsons'- style Esso station which made the list of Canada's Ugliest Buildings, not a very visually appealing entrance to Bragg Creek. This proposal would add a similar style just before you exit the community over the Balsam Ave. Bridge and would likely be another candidate for Canada's Ugliest Buildings list. This design doesn't fit in with the beauty of the Elbow River area. Relaxation of the set-backs and height restrictions will not add to the attractiveness of Bragg Creek with an oversized, over-height development right at the corner of a busy traffic choke point.

Odours: Having driven by breweries in other communities like Cochrane, there is a distinct, often offensive odour released at certain times in the brewing process. How does the applicant propose to eliminate these odours so that they don't waft into the residential area and interfere with others quality of life?

Lighting, Signage, Light Pollution Concerns: These were not really addressed at the Open House. While you have every right to light up your own property, you do not have the right to light up anyone else's in our dark skies area.

While the hotel concept is a good one for the community, this development is in the wrong place. Despite the applicant's claims that we "should be glad that it's him that's doing this development", this is basically the same proposal that was previously presented to Rocky View. I urge you to reject the proposal as presented at the Open House for the reasons I have stated.

Thank you for your consideration of my concerns.

Yours truly,

A handwritten signature in cursive script, appearing to read "Joan MacKenzie".

Joan MacKenzie
River Dr. N. Resident

February 12, 2020

Rocky View County
County Hall
262075 Rocky View Point
Rocky View County, Alberta
T4A 0X2

Attention: Deputy Municipal Clerk

VIA EMAIL: legislativeservices@rockyview.ca

Dear Sir or Madam

Re: **Bylaw C-7960-2019**
Application Number: PL20190157 (03913077)

We are the owners and occupants of 23 River Drive North (the "**Property**").

Our Property is located directly adjacent to the site of the proposed development at issue, 19 River Drive North (the "**Neighbouring Property**").

We are opposed to the proposed development on the Neighbouring Property.

The Properties

The properties are both located on River Drive North.

River Drive North optimizes the unique "cabin in the woods" effect that is characteristic of the Hamlet of Bragg Creek. It is a quiet and cozy street, lined with residential homes in an established and tranquil residential area that exists in harmony with the natural landscape. The streetscape is quiet and peaceful, with no on-street parking allowed.

Our Property is used as a quiet part-time residence and recreational property. It is improved with a 100-year-old single-story log cabin outfitted with modern amenities, a garage, a guest cabin, deck, and fencing. Our rear property line abuts the Elbow River. Rocky View County has purchased a 0.09-acre strip of land along the rear property line for flood mitigation. As a result, the guest cabin, deck, and rear fencing will be removed and be replaced with a flood barrier.

The Neighbouring Property is currently improved with a single-story house, garage, deck, and fencing. It is used as a residential premise occupied by tenants. The rear of the property also abuts the Elbow River, and is therefore also impacted by flood mitigation requirements.

As the only adjacent landowner directly bordering the Neighbouring Land, we are the most heavily impacted party by the proposed development.

The Master Site Development Plan (the "**MSDP**")

The content of the MSDP submitted by the Developer does not provide an accurate history of zoning and permitting for this proposed development. As one example, Page 1 states:

1

[...] Rocky View County Council has previously supported this development, and Bragg Creek Brewery now seeks affirmation of their support through this Master Site Development Plan and associated land use redesignation and development permit.

This description omits relevant planning and judicial history of the matter.

In 2017, an application was made to redesignate the Neighbouring Land from "Single Family Residential District" to "Hamlet Commercial District." We submitted a simple letter in opposition, but redesignation was approved and incorporated amendments to Section 63.3 of the Land Use Bylaw to add "hotel" and "brewery" as discretionary uses in respect of the Neighbouring Land:

On Lot 1, Block 6. Plan 1741 EW, the Development Authority may consider General Industry Type I and II on the site for the purposes of a brewery: i. The following shall be considered discretionary uses: (1) Hotel (2) General Industry Type I and II (brewery).

In March 2019, Rocky View County issued a development permit in respect of the Neighbouring Land for a commercial development encompassing many discretionary uses, including:

General Industry Type I and II (brewery), Hotel (21 rooms), Restaurant and Drinking Establishment, construction of a multi-use commercial building and signage.

We appealed this development permit to the Rocky View County Subdivision and Development Appeal Board (the "Board") based on concerns with building size, privacy, and parking. The Developer appealed conditions of the development permit relating to parking and servicing.

The oral hearing of the appeal lasted two full days with multiple expert witnesses in attendance. The Board also requested and received written submissions from all parties after the oral hearing. The Board issued a written decision on September 11, 2019, a copy enclosed as Schedule A (the "Decision"). The Developer was unsuccessful on issues relating to building size, parking, and servicing. In particular:

(a) Building Size

The Board was not prepared to approve the development of a 3-storey building as requested by the Developer, as proper procedure had not been followed and an MSDP had not been approved by County Council at the time of redesignation. The Board was only willing to grant approval for a 2-storey development, but without any of the size variances requested by the Developer.¹¹

The Board referenced the Hamlet of Bragg Creek Design Standards, found to form part of the Greater Bragg Creek Area Structure Plan ("the ASP"), as follows:

The Greater Bragg Creek ASP states at Section 7.3.2(b):

New commercial, institutional, mixed-use, and multi-residential development within the hamlet shall conform to the Hamlet of Bragg Creek Design Standards, which forms Appendix A of this Plan.

¹¹ *Decision*, paragraph 10, 238 - 256, Appendix A and B.

Section 3.2.2(e) and (f) of the Design Standards read as follows:

e) Building height should be limited to two storeys, and generally should not extend beyond 10 metres (32 feet). Height relaxation may be considered to accommodate desirable architectural detailing.

f) Buildings with three to four storeys may be considered in the hamlet core, if the development is supported by a conceptual scheme or master site development plan.²

Although the Board acknowledged that height restrictions may be varied if supported by a MSDP, the Board was clear in stating that the two-storey height restriction was strongly recommended, impressing the importance of the interpretation of the terminology “should” provided by the Area Structure Plan documents:

4.1 [ASP] When “should” is used, the community realizes that there will be cases where its desires can be achieved through alternate actions but it strongly advises that the action be taken, in order to achieve the balance that is articulated in the vision and through the policies.

1.4 [Design Standards] “Should”: this indicates the design standard is strongly advised. Rocky View County realizes that there will be cases where the intention of the standard may be achieved through alternate actions, but it strongly advises that the action be taken if no other suitable alternative is determined. The applicant shall still respond to the specific standards, but with an acceptable equivalency or appropriate response. Disregard for the standard is unacceptable.³

The Board specifically refused to grant a variance to the Developer to increase the height of the 2-storey building from 10 metres to 12.5 metres, as this was a significant height variance (25%) that would effectively add an additional floor to the complex which goes beyond accommodating “architectural detailing”.⁴

(b) Parking

The Board also varied the development permit to allow on-site parking only.⁵

The Board also held that the record was clear that the proposed development on the Neighbouring Property could accommodate 22 on-site parking stalls only.⁶

The Board was not prepared to approve the development with off-site parking, as it was not persuaded that the off-site parking plans proposed by the Developer were feasible. Further, the Board was skeptical that patrons of the proposed brewery and hotel would be interested in parking their vehicles up to 400 metres away and walking to and from the development, particularly after dark or during the winter. The Board was

² *Decision*, paragraph 239 - 240. Emphasis in the original.

³ *Decision*, see paragraphs 248 - 250. Emphasis in the original.

⁴ *Decision*, paragraphs 248, 255, 256.

⁵ *Decision*, paragraph 11.

⁶ *Decision*, paragraph 257.

very concerned with patrons parking on the street outside of our Property and the proposed development on the Neighbouring Property.⁷⁷

Of import, the Board's decision to impose a requirement for on-site parking only effectively and necessarily restricts the size and density of the proposed development.

(c) Servicing

The Board also dismissed the Developer's appeal of servicing conditions, finding all utility conditions of the development permit within the requirements of the Bragg Creek Utility System design requirements.⁸

(d) Other

The Board added a condition to the development permit that the Developer enter into an agreement with us for the construction of a mutually agreed upon privacy fence on the common property line between the properties.⁹

The Board also refused the Developer's requested variance to allow a relaxation of the rear setback to accommodate a larger building size.¹⁰

The Developer opted not to pursue an appeal of the Decision to the Alberta Court of Appeal. Instead, the Developer is taking "a second kick at the can" at a planning level by pursuing the identical development through a Direct Control redesignation to obtain approval of the proposed development uses as "permitted uses." If successful in doing so, the Developer can sidestep the standard of review imposed by an appeal of the Decision to the Alberta Court of Appeal. It also limits our ability to oppose the development, to this written letter and 5 minutes before County Council at a public hearing and without the same recourse to the Board if the development is approved as "permitted uses". In other words, the Developer is utilizing the Direct Control redesignation to do indirectly what it was unable to accomplish directly by its current "Hamlet Commercial District" with "hotel" and "brewery" as discretionary uses.

There may be an argument that the Board's decision did leave open the ability of the Developer to pursue a 3-storey development by way of MSDP. However, and notably, the Developer did not appeal the requirement imposed by the Board for on-site parking only, which effectively restricts the size and density of use of the proposed development. We respectfully submit that the doctrine of issue estoppel applies against both owners and municipalities in respect of this issue. Legal research on the common law doctrine of issue estoppel is attached to this letter as Schedule B.

Our Concerns with the Proposed Development

We repeat and rely on our stated concerns about size, privacy, and parking in respect of the proposed development, which are summarized in the Decision at paragraphs 84 – 149. In bullet form for ease of reference, our concerns with the proposed development can be generally described as follows:

⁷ **Decision**, see paragraphs 11, 257 - 263.

⁸ **Decision**, paragraph 12.

⁹ **Decision**, Appendix A, condition 4.

¹⁰ **Decision**, Appendix A, condition 1 (compare to Appendix B, condition 1).

• The size of the proposed development as a 3-storey commercial complex.

- The proposed development would be the only 3-storey commercial building in the entire Hamlet, placed on a small parcel of land in an established and quiet residential area, surrounded by residential properties in all directions, including ours.
- The footprint of the proposed development includes the enclosed building (366.46 square metres) and covered exterior area (103.24 square metres), which is easily more than 20% of the lot area and is not in keeping with the size or footprint of surrounding residential properties.
- The proposed development is 12.5 metres¹¹ in height at its lowest point and is placed as close to our mutual property line as possible. This measurement excludes an angled roof, which adds approximately another 1 metre in height and effectively makes the building taller than 3-storeys. Our log cabin is located directly adjacent to this complex, separated by our recreation area of the yard (cleared area for woodworking, hot tub, fire pit, smoker). There is not a large natural buffer of trees and screening between the properties, given the presence of our cleared recreation area. As well, since our cabin is only one-storey in height and our recreation area is ground level, these areas of our Property are dwarfed by the proposed development located adjacent to the mutual property line. The top peak of our cabin barely clears the bottom of the second floor of the proposed development.
- As both properties are impacted by flood mitigation requirements, the parcel size of each property has become smaller with the removal of significant areas of trees for public works and workspace. This further reduces the amount of tree cover available to screen our Property from the proposed development. Beyond flood mitigation, the proposed development will require further extensive removal of mature trees to accommodate parking stalls, which further reduces the amount of mature tree cover to screen our Property from the proposed development. The Developer envisions that the proposed development will “blend into the trees during the day and disappear during the night.”¹² A 3-storey complex will not blend into a tree canopy that does not exist. A 3-storey complex with floors of windows and an outdoor patio lit into the night hours will not blend into the darkness. Oddly, this proposed development has increased in size and density of use over time, despite the Developer knowing (as with other community residents) that the nature of the land (in size and tree coverage) would be decreasing due to pending flood mitigation requirements.
- Commercial infrastructure (including a silo and loading zone for large trucks) would be placed along the mutual property line, adjacent to our recreation area and cabin.
- The Developer also wants to change the yard designations of the Neighbouring Property to increase the building size. At present, the Neighbouring Property has a front yard facing River Drive North. The Developer seeks to change the front yard designation to Balsam Avenue, which seems an odd request at initial glance, given the only access to the proposed development is from River Drive North and there is no access to or from Balsam Avenue at all. On closer review, however, this new designation would allow the Developer to identify the rear property line facing the Elbow River as the new “side yard.” This change from a “rear yard” to “side yard” has a reduced setback requirement (6 metres to 1.2 metres) and would allow a larger building to be constructed.

¹¹Although the MSDP submitted by the Developer requests a building height of 12.5 metres, the DC Bylaw requests an even higher building height at 13 metres.

¹² MSDP, page 10.

On top of this informal variance, the Developer's proposed development would require a further 25% variance of the 1.2 metre setback, to allow them to build even larger.

- Taken together, the placement of the tallest commercial building in the hamlet on a small parcel of land and permitting a development that exceeds the maximum amount of area permitted under regular Land Use Bylaw does not place a priority on blending into the surroundings and mitigating transition between commercial and residential spaces.
- We also submit that the foregoing proposed development and use does not align with the Rocky View County - County Plan (the "**County Plan**"), which directs that proposals for business development should "be limited in size, scale, intensity, and scope" and "minimize adverse impacts on existing residential, business, or agricultural use".¹³
- We further submit that the foregoing proposed development and use does not align with the **ASP** which stresses the importance of development being complementary and consistent to that of its neighbours.¹⁴ The **ASP** also requires that "buildings shall be scaled so that they do not interfere with neighbouring buildings, or create a significant contrast in scale and appearance between adjacent buildings, which is visually disruptive. Development should take cues regarding height and width from surrounding high quality buildings, and achieve complementary massing forms".¹⁵ The **ASP** also states that "small, one-of-a-kind business developments are encouraged with a building footprint not exceeding 15% of lot area for two-storey construction, or 20% of the lot area for single storey construction".¹⁶ The proposed development exceeds this requirement. The **ASP** also states that where commercial development abuts residential property, utility and service areas should not be permitted in the area that interfaces with the residential property.¹⁷ This is clearly the case with the presence of the silo and commercial loading zone areas.

• **The proposed development interferes with our peace and privacy in respect of the use of our Property.**

- We have concerns about the smells associated with a brewery placed immediately adjacent to our cabin and recreation area. The commercial silo for the brewery is located as close to our mutual property line as possible.
- We have concerns about the inadequacy of any screening measures for privacy, given that the proposed development will be located as close as possible to our mutual property line. Floor 1 and 2 of the proposed development has a public patio with direct views into our Property. Floor 2 and 3 have hotel rooms with direct views into our Property. We will have no privacy at all, considering the vantage point that these upper levels have. A fence might help screen some lower level activity with cars parking, but there is no way to adequately screen our property from a 3-storey building with windows, patios, and vantage points overlooking us at all hours of the day and night.
- A commercial loading zoning is proposed as close as possible to our mutual property line, leading to increased noise and disruption of supply trucks loading and unloading.

¹³ **County Plan**, pages 59, 64 (at 14.22).

¹⁴ **ASP**, Section 7.3 and Appendix A (Hamlet of Bragg Creek Design Standards), Design Principles: Context Sensitivity.

¹⁵ **ASP**, Appendix A (Hamlet of Bragg Creek Design Standards), Section 3.2.2(d)

¹⁶ **ASP**, Appendix A (Hamlet of Bragg Creek Design Standards), Section 3.2.2(b)

¹⁷ **ASP**, Appendix A (Hamlet of Bragg Creek Design Standards), Section 3.2.5(d)

- The proposed development is a high-density drinking and event space, with easily 50 – 100 people using 0.4 acres at a given time.. We are concerned with increased traffic and noise during the long and late hours of operation.
- The proposed development does not align with the **County Plan** which provides as a goal to “support hamlets in developing and maintaining attractive, high quality built neighborhoods and distinct, safe residential neighborhoods.”¹⁸ Further, the proposed development does not align with the **County Plan**’s description of characteristics of rural hamlet communities which includes “[...] the sense of living in the country, quiet space and distance, safety.”¹⁹
- The proposed development also does not align with the Plan Vision as contained in the **ASP**, which provides that “[...] the Greater Bragg Creek area continues to be a special place within Rocky View County where residents have a strong sense of place that emanates from both the quiet country residences that harmonize with undisturbed landscapes and the small town character of the Hamlet”.²⁰
- If the proposed development aligned with the current Rocky View County Land Use Bylaw, a requirement includes “all sites abutting a residential district shall be screened from the view of the residential district to the satisfaction of the Development Authority.”²¹ A fence and minor landscaping with a few mature and immature trees is not going to screen us from a 3-storey complex.
- **The proposed development does not have adequate parking to support all of the proposed uses.**
 - The parking requirement under the current Land Use Bylaw would be 55 parking spaces.
 - The Developer only has room for one vehicular access point that leads to 21 or 22 parking stalls on-site, and the Developer intends to source any remaining parking requirements off-site. The off-site parking proposed to date were located on at least 3 different off-site locations, with the majority of parking stalls located around 400 metres away from the proposed development and outside of the Hamlet on federal reserve land. All off-site parking proposed to date had time or other use restrictions, with cancellation of the parking arrangements on short notice.
 - With off-site parking proposed by the Developer to date, patrons won’t even be able to see the development from the off-site parking lot and could be expected to walk nearly half a kilometer in varying weather conditions, including in winter with snow and ice and potentially in the dark. There is an asphalt pathway on the south side of Balsam Avenue, but the proposed development is on the north side. Patrons walking from off-site parking to and from the proposed development would need to walk on driving surfaces to get to the establishment. This is not safe.
 - When on-site parking is full, the most realistic and convenient scenario is that patrons will seek overflow parking on the street or on the flat landscaped area at the front of our Property or along other parts of River Drive North, as opposed to parking off-site at stalls that have time restrictions and involve walking upwards of 0.4 km. Presently, River Drive North is a quiet

¹⁸ **County Plan**, Section 9.0 (emphasis added).

¹⁹ **County Plan**, Page 35, Part II County Development, (B) Building Communities, Table 3.

²⁰ **ASP**, Page 8, Plan Vision, emphasis added. .

²¹ **Rocky View Land Use Bylaw Reference Guide**, page 45 (63.7(b)(i)).

residential street that has no on-street parking.

- In addition, if the proposed development hosts events like weddings, parties, and beer tours, the most likely scenario for parking large vehicles such as tour buses or event limousines is going to be on-street, as they are not easily accommodated in the on-site parking design and there are likely safety and convenience issues with parking upwards of 0.4 km away.
- The Developer has cobbled together a number of ideas to try to keep parkers in line, such as maybe valet service that can navigate a full parking lot with one access point, calling people in advance, sending patrons a reminder email. However, there is no guarantee that these ideas will work, and no effective mechanism presented to ensure Developer or patron compliance.
- The parking proposed by the Developer does not align with the **ASP**. Section 4.1 contains the philosophy of the plan, and confirms that the land use and development principles "have been developed, and should be implemented, from the ground up, looking first at the capabilities of the land to sustain additional development, then at the infrastructure required to service the area and finally, identifying the most appropriate forms of land use and development that reflect the balance of stakeholder interests."²² In this case, the Developer is attempting to build such a large complex on such a small piece of land, that when they need to deal with parking, there is not enough land left on site to provide even half of the parking needed under the current Land Use Bylaw. The proposed development is happening backwards, with land use and development design taking the lead instead of the capabilities of the land to sustain such development. The **ASP** also contains a number of provisions relating to transportation involving new developments, including that "new [...] developments should accommodate at least two points of access/egress" and "on-street parking should not be permitted within the hamlet commercial core".²³ This proposed development only has one point of access/egress and our foregoing discussion has detailed concerns with on-street parking becoming a practical reality.
- The **ASP** also contains General Parking Standards, with which the proposed development and use does not align, including:
 - "Parking areas and facilities should be located at the side or rear of the building, not between the building front and street edge, to encourage the building connection and interaction with the streetscape".²⁴ The Developer has parking in their front yard, and especially so if the Developer is permitted to call the area of Neighbouring Property facing Balsam Avenue their front yard.
 - "Larger parking areas shall be divided into smaller segments or pods, through the use of landscaped parking islands that reduce the amount of impermeable surfaces, and enhance the aesthetic appeal and pedestrian comfort within the parking area".²⁵ The Developer has not done this.
 - "Where the proposed development lies adjacent to a residential property, provision should be made to ensure that traffic will not impact the residential property, including consideration for location of access points and parking locations. Mitigation measures

²² **ASP**, Section 4.1. Emphasis added.

²³ **ASP**, Sections 6.2.3(g) and 6.2.5. Emphasis added.

²⁴ **ASP**, Appendix A (Hamlet of Bragg Creek Design Standards), Section 3.2.6(a).

²⁵ **ASP**, Appendix A (Hamlet of Bragg Creek Design Standards), Section 3.2.6(d).

should be provided, to the satisfaction of the development authority.²⁶ The Developer only has one access point (instead of two) with the sole access as close to our Property as possible. There is insufficient parking on site to accommodate the proposed use, with more than half off their parking stalls required by current Land Use Bylaw scattered off-site and some outside of the boundaries of the Hamlet. This is insufficient mitigation to ensure traffic will not impact residential properties.

For the reasons identified above, we respectfully submit that the proposed uses and development will cause a significant depreciation of the value of our Property and will negatively impact our use and enjoyment of our Property. As Schedule C, we have attached a Property Impact Assessment prepared by Gettel Appraisals Ltd. updated to February 3, 2020 which estimates a \$74,000 loss in market value to our Property as a result of the proposed development on the Neighbouring Land.

We intend to present oral submissions at any public hearing in respect of this redesignation application and respectfully reserve our right to adduce further arguments and evidence at that time.

We welcome your contact should you have questions regarding the foregoing. Thank you for the opportunity to submit this letter to your offices.

Sincerely Yours,

Jennifer Liddle and Craig Nickel
Owners / Occupants of 23 River Drive North

²⁶ ASP, Appendix A Hamlet of Bragg Creek Design Standards, Section 3.2.6(q).

SCHEDULE A

**Subdivision and Development Appeal Board Decision
dated September 11, 2019**

**ROCKY VIEW COUNTY
SUBDIVISION AND DEVELOPMENT APPEAL BOARD**

Board Order No.: 2019-SDAB-041

File No.: 03913077; PRDP20184945

Appeal by: Craig Nickel, Aaron Matushyk, Jennifer Liddle

Appeal by: Adam McLane

Appeal Against: Development Authority of Rocky View County

Hearing Date: 2019 April 24
2019 June 5
2019 June 20

Decision Date: 2019 September 11

Board Members: D. Kochan, Chair
I. Galbraith
H. George
D. Henn
W. Metzger

DEVELOPMENT APPEAL DECISION

INTRODUCTION

[1] This is the decision of the Rocky View County Subdivision and Development Appeal Board (the Board) on two appeals from a decision of the Rocky View County Development Authority issued December 5, 2018. In the decision, the Development Authority conditionally approved a development permit for a Brewery (General Industry Type I and II), 21 room Hotel, Restaurant and Drinking Establishment, the construction of a multi-use commercial building, the relaxation of the minimum side yard setback requirement and the relaxation of the maximum height requirement and signage (the Development), at 19 River Drive North in Bragg Creek (the Lands).

[2] In one appeal, Craig Nickel, Aaron Matushyk and Jennifer Liddle, the owners/and or occupants of an adjacent property, challenge the conditional approval of the Development. In the other appeal, the proponent of the Development challenges certain conditions imposed by the Development Authority as part of its approval of the development. In this Decision, the adjacent property owner appellants will be referred to as the "Appellants" and the proponent of the Development will be referred to as the "Applicant".

SDAB Board Order no.: 2019-SDAB-041
File no.: 03913077; PRDP20184945

[3] The Appellants' appeal was filed on April 9, 2019. The Appellants requested that the Board revoke or vary the development permit issued to the Applicant on the basis that the Development will materially interfere with or affect the use, enjoyment or value of their property. Among other things, the Appellants take issue with the proposed height of the Development, arguing that it does not comply with Section 63.6(a)(i) of the Hamlet Commercial District zoning, which imposes a maximum height of 10 m for a principal building.

[4] A Notice of Hearing was circulated to 90 adjacent landowners in accordance with the *Municipal Government Act*, RSA 2000, c M-26 and Rocky View County Council Policy C-327, *Circulation and Notification Standards*. The hearing was scheduled to commence April 24, 2019.

[5] The Applicant's appeal was filed on April 18, 2019. The Applicant appealed four of the conditions included in the development permit relating to parking (Conditions 4, 36, 37 and 38) and three conditions relating to water/wastewater servicing (Conditions 17, 19 and 22).

[6] The appeals were heard together, commencing on April 24, 2019. The Applicant requested an adjournment to June 5th, 2019 due to the fact that it had filed its appeal less than one week previously and because some of the Applicant's witnesses were not able to attend until that date.

[7] The adjournment request was granted. The oral hearing of the appeal proceeded on June 5 and continued on June 20, 2019, in Council Chambers of Rocky View County's County Hall, located at 262075 Rocky View Point, Rocky View County, Alberta. The Applicant's appeal was heard first, followed by the Appellants' appeal. At the commencement of its appeal, the Applicant advised that it was only proceeding with an appeal of Conditions 4 and 37 on parking (as well as the conditions on servicing).

[8] On June 21, 2019, the Board issued a letter to the Development Authority, the Applicant and the Appellants seeking further submissions on (1) the status of an approved Master Site Development Plan¹ for the proposed development and (2) who the approving authority is for a Master Site Development Plan. On June 25, 2019, the Development Authority provided written submissions on these questions. The Applicants and the Appellants provided written submissions on July 2, 2019.

DECISION

[9] The appeals are allowed in part and the decision of the Development Authority is varied.

[10] For the reasons which follow, the Board is not prepared to approve the development of a 3-storey building on the Lands in the absence of a Master Site Development Plan approved by County Council. Therefore, the Board varies the decision by approving a 2-storey building, as this is consistent with the Greater Bragg Creek Area Structure Plan and the Land Use Bylaw.

[11] In addition, the Board is not prepared to approve the Development with off-site parking. The Board was not persuaded that the off-site parking plan proposed by the Applicant is workable and is concerned that patrons of the brewery/hotel will park on the street, as near as possible to the Lands and the Appellants' property. Therefore, the development permit is varied to allow only for on-site parking.

¹ Mistakenly referred to in the Board's letter as a Master Neighbourhood Plan.

SDAB Board Order no.: 2019-SDAB-041
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[12] Finally, the Board agrees with the Development Authority that Conditions 17, 19 and 22 of the development permit, which deal with servicing, fall under the Master Rates Bylaw and the Water and Wastewater Utilities Bylaw, not the Land Use Bylaw. The Board finds that the conditions are within the requirements of the utility system design requirements for Bragg Creek and therefore dismisses the Applicant's appeal of these conditions.

[13] Based on the findings summarized above, a development permit shall be issued subject to the conditions set forth in Appendix "A" to this Decision.

BACKGROUND

[14] On December 5, 2018, the Applicant submitted a development permit application for the development of a multi-use commercial building that would house a microbrewery, coffee roaster, restaurant and a boutique inn.

[15] The Lands are located at SE-13-23-05-W5M, in the Hamlet of Bragg Creek, at the northwest intersection of Balsam Avenue and River Drive. The Lands are approximately 0.23 hectares (0.57 acres) in area and are owned by 2127145 Alberta Ltd.

[16] The land use designation for the Lands is Hamlet Commercial District, which is regulated in section 63 of the Rocky View County, *Land Use Bylaw C-4841-97*.

[17] On April 4, 2019, the Development Authority issued Development Permit PRDP20184945, which conditionally approved the Development. Development Permit PRDP20184945 is attached at Appendix "B".

SUMMARY OF EVIDENCE

[18] The Board heard verbal submissions from 17 individuals, listed in Appendix "C". The documents presented to the Board during the hearing and marked as exhibits during the hearing are listed in Appendix "D". In addition, The Board received 45 letters in support of the development and four letters in opposition to the development. The names of those who submitted letters in support are listed in Appendix "E". The names of those who submitted letters in opposition are listed in Appendix "F".

[19] The Board considered all the submissions and evidence, written and oral. The principal submissions made by the Development Authority, the Applicant and the Appellants, with a focus on the issues of building height, parking and servicing are summarized below. The Board will first summarize the submissions made in the Applicant's appeal and then the submissions made in the Appellants' appeal.

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Applicant's Appeal

Development Authority's Submissions – June 5, 2019

[20] On October 10, 2017, the Lands were redesignated from Hamlet Residential to Hamlet Commercial.

[21] The development permit allows a setback relaxation to the side yard as well as a relaxation to the height requirement from 10 metres to 12.5 metres. Screening requirements for any mechanical equipment on the roof of the development do not factor into the height requirement setback, as mechanical equipment screening is exempt from this.

[22] There is a minor shadow encroachment on the neighbouring property, but it is minor in nature and only occurs during the spring and fall seasons.

[23] The Land Use Bylaw states that any parking for a development is required for the life of the development.

[24] As this is, a multi-use commercial building not one specific use can determine the parking needed, therefore, uses are combined to calculate the parking stalls necessary.

[25] A parking study can be undertaken by the Applicant to justify the reduction in parking for the development; however, the Development Authority is not bound by this recommendation.

[26] The parking requirement set out in the development permit states that 55 parking spaces are needed, more than the Applicant's number of 43 parking spaces, as per their parking study.

[27] There are only 22 parking stalls on site and not 23, as there is space needed for a truck-turning radius as you enter the Lands.

[28] The Applicant had a plan for 64 proposed parking stalls, 42 of which are offsite. The offsite parking stalls have written agreements with a 30-day cancellation clause within them. If any of these agreements were to be cancelled, the County would not be advised of the cancellation, which would thereby reduce the number of parking stalls available to patrons.

[29] The Development Authority has asked that all parking stalls outside of the Development be registered to title of the property the parking stall resides on, this would allow the County to be notified if anything were to change, as well it ensure there is always adequate parking for patrons.

[30] Other conditions on the development permit include that there must be a minimum of 33 offsite stalls and no parking on the County road system.

[31] The County can erect no parking signs to state there is no parking allowed on the streets; there are currently no signs that have been erected in the Hamlet. Should parking become an issue there will be signs erected, as well parking permits can be issued for residential parking.

[32] A condition can be amended to state there is a maximum distance from the Lands for offsite parking. Industry standard is a five-minute walk, which equates to 400-600 metres from the property.

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[33] The parking requirements according to the Land Use Bylaw for this development is based on square footage not occupancy or number of patrons of the establishment.

[34] The Applicant has appealed conditions 17, 19 and 22 of the development permit; however, these conditions have to do with servicing and fall under the Master Rates Bylaw and the Water and Wastewater Utilities Bylaw. These conditions do not fall under the jurisdiction of the Land Use Bylaw; therefore, the Board must decide if these conditions have been applied properly in accordance with both the Master Rates Bylaw and the Water and Wastewater Utilities Bylaw.

[35] The site has one cubic metre of water and wastewater allocated to them with the Local Improvement Tax in Bragg Creek; a Prior to Issuance condition requires the Applicant to complete a Water and Wastewater Study to determine the usage. Prior to occupancy, they are required to pay for the usage required in the study. The volume will be metered.

[36] There is an asphalt pathway on the south side of Balsam Avenue; the Development is on the north side of the street. There is a possibility that this could mean patrons walking from their offsite parking to the Development would walk on the driving surface to get to the establishment.

[37] The County does not regulate access onto a development. Section 400 of the County Servicing Standards state an approach cannot be located within 150 metres of a bridge or 40 metres of intersection; therefore, a distance of 10 metres is the required width for an entrance to a commercial development.

[38] To create another entrance off Balsam Avenue directly would require fill and grading of the lands as the lands are below the grade of the road.

Applicant's Submissions – June 5, 2019

[39] There is positive community support for the land use designation; more than 90 letters of support were received from the community. During the consultation period for the Development, there was again positive support with over 70 letters received in support of the Development.

[40] The design of the Development has the front of the Development facing Balsam Avenue and the rear of the property facing the Appellants' property. The building was designed to look like a two-storey building rather than a three-storey building, making the design unobtrusive as well as camouflaging the building on the site. The dark façade of the building will help it blend into the trees and landscape. With the rear of the property facing onto the Appellants' lands, there will be fewer windows to help with privacy.

[41] The Development is the first major development in Bragg Creek in 20 years and is a natural extension of the Hamlet Core/Commercial area. The Development is beside the Old West Mall, right in the heart of the commercial centre of Bragg Creek. Balsam Avenue is the main street of commercial activity in Bragg Creek.

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[42] The Development meets the policies and general intent of all relevant planning policies. The Development meets key objectives of the Interim Growth Plan including increasing employment density in an existing settlement area, introducing a mix of new uses to Bragg Creek, making efficient and cost effective use of existing infrastructure, and support of the Bragg Creek Flood Mitigation Project.

[43] The Development meets all requirements outlined in the County Plan including development of a Master Site Development Plan, a geotechnical report, a parking study, public consultation, a Stormwater Management Plan, a detailed site plan and architectural drawings. The design matches with the Design Specifics for Bragg Creek.

[44] The Development meets all requirements of the Land Use Bylaw except for two minor relaxations. A 25% relaxation from the Public Utility Lot for the Elbow River Berm was approved (0.9m in lieu of 1.2m); and a 25% relaxation for maximum height was approved. These relaxations do not negatively affect the use and enjoyment of the adjacent properties

[45] While the Land Use Bylaw permits only two-storey buildings, the Area Structure Plan allows up to four-storeys in the Hamlet Core area.

[46] The Development positively contributes to Bragg Creek's long-term vision through its adherence to the Greater Bragg Creek ASP, Bragg Creek Design Standards, and the Bragg Creek Revitalization Plan. In particular, the Development contributes to achieving the long-term goal of establishing Balsam Avenue as Bragg Creek's main street. It also revitalizes an under-utilized parcel on the Hamlet's main street, making efficient and cost-effective use of existing servicing infrastructure.

[47] The Development respects the proposed flood mitigation berm and addresses the river with an eye to contributing to a high-quality public realm once the river trail is completed.

[48] The Development achieves a desirable mix of uses and supports economic diversification including the development of new accommodations. It also meets the goals and objectives of the applicable statutory plans. This Development will positively contribute to the revitalization of Bragg Creek.

[49] There is a large natural buffer of trees and screening between the Applicant/Appellant's property and the Appellants property. The trees are 40-60 feet in height and take them well above the height of the Development. The shadowing on the Appellants' property is generally from the trees on the Appellants' property. As many trees as possible will be preserved on the site.

[50] The Development is located over 20 metres (66 feet) from the appellants dwelling. The Appellants' concerns have been addressed through the landscaping and architectural design of the Development. Windows have been reduced on the building adjacent to their property as well there are a large number of mature trees providing screening. Off-site parking arrangements will alleviate any parking concerns.

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[51] The results of the shadow studies show the proposed Development has no impact on adjacent buildings; the adjacent buildings are predominantly shadowed by surrounding trees.

[52] The Development provides a substantial 3-metre wide landscaping buffer along the northern boundary with mature trees; additionally, the orientation of the Development is primarily towards the river and Public Utility Lot to minimize impact on neighbouring parcels.

[53] The Development includes adequate lighting for safety, security, and pedestrian comfort; as well, it addresses all safety considerations from the County and County Fire Department.

[54] The Development incorporates significant measures to mitigate the Appellants' concerns. The building provides an architecturally attractive and economically beneficial addition to Bragg Creek.

[55] There are 78 parking spots located within 200 metres (2.5-minute walk) from the development. There is a 32-stall parking lot as well as a 40 stall municipal parking lot across the street from the Development. Sufficient off-site parking is provided that meets the parking demands of the development.

[56] A parking study by an independent professional transportation engineer was conducted, indicating that the appropriate number of parking stalls for the development is 35-38. The study was peer reviewed by a second transportation engineer who confirmed the conclusions.

[57] The Applicant is willing to implement parking demand management in the form of directing customers to the off-site parking locations and requiring staff of the Development to park off-site. There will be a valet parking service available to the patrons of the hotel.

[58] The magnitude of parking demand will be smaller than it would be in a big municipality as it is in a smaller municipality. There will be a small parking demand and it is expected that 35-38 spaces will be needed on a very busy day at the development. A parking relaxation is warranted based on sound planning and transportation engineering principles.

[59] A second company hired to review the parking study done by Bundt and Associates reached the same conclusion.

[60] Fewer parking spaces on the site will reduce traffic on River Drive.

[61] The Applicant requests that Prior To Issuance Condition 4 be replaced by the following condition:

- (1) That prior to the issuance of this permit, the Applicant/Appellant shall, to the satisfaction the Development Authority, submit the parking agreements between the Applicant/Owner and the Owner of each consenting property to accommodate the proposed offsite parking arrangements for the proposed development, as referred to in permanent conditions 37 to 37.4.

[62] Prior to issuance Condition 4, parking agreements that provide offsite parking should be sufficient to mitigate offsite parking. The condition is cost prohibitive to add stalls to title. The County does not have security to be privy to the agreements.

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[63] The Applicant requests that Permanent Condition 37 be replaced by the following conditions:

- (1) 37 – That a minimum of 12 parking stalls shall be available at all times at off-site locations in accordance with parking agreements between the Applicant/Owner and the Owners of the parcels on which the offsite parking stalls are available for the proposed development.
- (2) 37.1 – If any of the offsite parking stalls cease to be available for the development, immediate alternate parking stalls must be secured to the satisfaction of the Development Authority. If no replacement parking stalls can be secured, the seating area of the Restaurant and Drinking Establishment must be proportionally reduced for any stalls lost, or a new development permit application must be applied for the Restaurant and Drinking Establishment uses.
- (3) 37.2 – Staff of the Development must park their motor vehicles at off-site parking locations.
- (4) 37.3 – All clients, customers, and patrons of the Development must be advised of the locations of the offsite parking stalls.
- (5) 37.4 – Signage must be provided at the off-site parking locations indicating that offsite parking stalls are available for the proposed Development.

[64] The Applicant will accept no parking on street if the board accepts the Conditions as offered by Applicant. The Applicant is open to further discussions to ensure that there is enough parking, will accept 38 stalls. In addition, there will be no undue impact on the surrounding neighbourhood.

[65] The hours of the establishment are approximately pre lunch until 11pm (approx. 11-11). Patrons will be directed to offsite parking, and signs will be posted as to where parking is located. Encouraging patrons to park at the Bragg Creek Community Centre creates a walking community.

[66] The parking conditions were a surprise to the Applicant when the approval document was received. The seating capacity of the restaurant is 60 people. According to the parking study and the peer review done there is adequate parking for the site.

[67] There are plans in place to mitigate traffic on River Drive that is circling looking for parking.

[68] With regard to servicing, the Applicant requests that Conditions 19 and 22 be deleted and Condition Number 17 retained (the requirement to enter into a Customer Service Agreement with the County). This will achieve all issues regarding the water and wastewater services of the Development and the applicable Master's Rates Bylaw would be subject of the Customer Service Agreement. The agreement would be broken into three payments over a 3-year term; and payments would be incremental based on volume usage as negotiated through email with Executive Director of Operations Byron Riemann on February 5, 2018.

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[69] The change in Condition 17 bases the usage on actual usage not a fictitious number and the Applicant would like the County to honour what was promised to them during the negotiations with Byron Riemann.

[70] The anticipated number for water and wastewater is more than one cubic meter; however, the Applicant is unsure on the number they are looking at in terms of usage. The Applicant is willing to pay the capacity that is needed but requesting the payment be split into a three-year term.

[71] The Applicant is willing to accept Condition 38 if the Board considers proposed condition 37.1.

[72] If the conditions are imposed as they are specified in the approval document, the Applicant is concerned the project is not financially viable. These terms were negotiated in good faith. The Applicant is asking to be treated fairly, based on these negotiations.

[73] The need was seen for this Development after the Revitalisation Plan in 2013. It will become a place for the community to gather and support the vision of renewal of Bragg Creek. The Applicant is ready and willing to work with the County to make this development happen.

[74] The Gettel report speaks about the value of the property, but value is intrinsic not monetary. There is no absolute right to sunlight or the protection of use of lands. Appraisals can vary from company to company. When the subject lands were redesignated to commercial the property value doubled. The Applicant feels it was procedurally unfair for the Gettel report to be provided the day of the hearing, all parties should be given this information prior to the hearing.

[75] If this Development is denied, it will send a message to developers and they will think twice about investing and developing in the Bragg Creek area.

Development Authority Submission – June 20, 2019

[76] This is the first development that will be over two storeys in the Hamlet. A Master Site Development Plan was not created for this project; however, all elements that would be included in this plan were submitted as part of the original development permit application.

[77] A distance of 0.9 metres is wide enough for the Public Utility Lot.

[78] Condition 4 in the Development Permit was specifically worded stating that an agreement to the Development Authorities satisfaction regarding parking is a prior to issuance condition. The wording of Condition 4 regarding parking is to be amended to include the County as a party on the title to ensure that the County is aware when and if a parking agreement is terminated.

[79] It is in the best interest of all parties for additional off-site parking to be registered to title. Registering the stalls to title would allow new agreements to be made prior to removing the previous stalls from the title. A new Development Permit can be applied for to amend the necessary parking in the original Development Permit. There is a chance that the business can be shut down if there is not adequate parking available.

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[80] It is an option to add a condition to enter into a Development Agreement to construct offsite sidewalks and/or paths. The maintenance of these sidewalks and paths would not fall under the Applicant's scope.

[81] A legal opinion was not obtained regarding the titling of the stalls for offsite parking. Additionally, the County does not have jurisdiction to register a title to the T'su T'ina lands where the majority of the offsite parking is located.

Applicant Rebuttal to Development Authority – June 20, 2019

[82] No party will agree to the County being registered on title as it makes it very hard to dissolve the agreement.

[83] With regards to the hearing being fair, the Applicant is not willing to answer the questions of fairness until the end of the hearing. Fairness cannot in fact be determined until the decision is rendered.

Appellants' Appeal

Appellants' Submissions – June 20, 2019

[84] A cabin in the woods is the standard housing in Bragg Creek, which is exactly what this house is.

[85] The Lands are on the fringe of the Hamlet Core district. The Applicant has stated they will be an extension of the commercial area of Bragg Creek; however, residential parcels surround the Development on all sides.

[86] As the only adjacent landowner directly bordering the Lands, and the most heavily impacted party, the Appellants were hopeful that the developer would keep them informed and respect their feedback.

[87] Initial conversations indicated plans for a quaint brewery and coffee roastery, respectful of the neighbors and neighborhood in terms of both scale, and hours of operation. There was no mention of a hotel or event space. The Appellants were led to believe that the size of the development would be similar to other small restaurants in the hamlet, based on the limited acreage, and the description provided. The Appellants were quite supportive at this point.

[88] The Appellants maintained regular contact with Mr. Laskin, however, there were no material updates as far as renderings or site plans, and the Appellants were not notified of the first public engagement session. The Appellants assumed that they could gain access to the materials presented, but their requests never materialized.

[89] The Appellants were caught off guard by the rezoning application and disappointed that they had not been given any indication of the inclusion of a hotel and event space. The Appellants received no notification of the second public engagement session, despite their requests for plans and/or substantive information regarding the site plan and scope were not provided. After receiving the development permit application the Appellants contacted Rocky View County. The staff provided site plan and drawings of the proposed development.

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[90] The Development is the only three-storey development in the hamlet. The angled roof is not part of the height variance that has been requested, this will add another metre to the height.

[91] The Cabin is located directly adjacent to the structure, separated by the recreation area for the cabin.

[92] The Lands are not in a natural depression as stated. Balsam Avenue is built at a higher elevation and the Lands are at the natural grade. There is no elevation change for the adjacent lands views of the building.

[93] It is unclear whether the dark façade of the building will blend into environment.

[94] Both the Applicant's and the Appellants' properties are affected by the flood mitigation efforts. Large mature trees will be removed from both lands to aid in the efforts. In the Applicant's renderings, the trees have been removed from their lands for the flood mitigation efforts but not from the Appellants' land, where they will also be removed. The Applicant's site will not be a tree canopy as stated, as the majority of the trees will be removed to create the Development.

[95] Most of the pictures taken by the Applicant have been taken from the front and back of the property, not from the mutual property line. The tree coverage on the properties is not as dense as the Applicant has presented it.

[96] The County Plan states that any proposals for business development outside of the mapped area, which includes the Bragg Creek area, should be limited in size, scale, intensity and scope; as well, they should limit the impact on existing residential use.

[97] The Greater Bragg Creek Area Structure Plan notes the importance of any development being complementary and consistent to that of its neighbours. The proposed Development has single-family dwellings surrounding it.

[98] This Development places a 3 storey commercial building onto a residential street. There are not even any three storey commercial buildings in the densest commercial areas of the hamlet. To put one amongst quiet residences does not meet the direction of the ASP.

[99] The size of the Development has been increased over time; this is in spite of the fact that the residents of Bragg Creek knew that flood mitigation was coming.

[100] The Applicant suggested that their footprint is in keeping with surrounding properties. However, using their own numbers, their proposed Development is actually 70 - 335 square metres larger than three neighbouring properties.

[101] The Appellants' second concern with the size of the development relates to the location of the building on the site. The development is located as close to the mutual property line as possible.

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[102] An added concern is with the Applicant asking the County to change what is considered front, side, and rear yard designation, which has the effect of letting them build bigger. The driveway on the lands remains from River Drive North and there is no access to or from Balsam Avenue. The change in yard configuration means a smaller setback requirement where the Applicant needed it, additionally the maximum variance of the new was granted.

[103] The Applicant's door is on the south side of the building, but their frontage is still on River Drive North. There is a permanent silo, loading and delivery service area, driveway in the six-metre setback area to the Appellants' property. A commercial loading zone is proposed as close as possible to the Appellants' property. This commercial loading zone will result in increased noise of supply trucks loading and unloading.

[104] Floors one and two of the development have public patios with direct view into the Appellants' property. Floors two and three have hotel rooms with a direct view into the Appellants' property.

[105] The Development is a high-density drinking and event space, with easily 50 - 100 people on 0.4 acres. There will be increased traffic and noise during the long and late hours of operation of both the drinking and event space.

[106] The Applicant suggests they might only operate until 11 pm. This is a brewery with an event space. Will events like weddings, Christmas parties, or work parties be shut down by 11 pm? Even if they do, patrons might just move the party up a floor to the hotel rooms to continue.

[107] There are security concerns, especially given the volume of patrons that will frequent the establishment at night.

[108] A fence might help with some low level activity, i.e. cars parking. However, how will a three-storey building with windows, patios, and vantage points overlooking the river and adjacent lands be screened from the Appellants' property?

[109] The Applicant's pictures do not provide a true picture of the actual tree cover between the two properties. The majority of the photos that were shown to demonstrate the privacy provided by tree coverage between the properties are taken east to west (front and back). The photos do not accurately show the sight lines between the properties at the mutual property line (north and south).

[110] There are significant areas of the Appellants' yard that faces 21 River Drive North that do not have thick coverage of trees, given that this is the part of the yard that is developed for recreational use. A caragana bush stands between the Appellants' woodworking area and the front of the cabin. The coverage from this is minimal, as it has no leaves for three seasons of the year.

[111] This development removes any semblance of the Appellants' being able to enjoying the "cabin in the woods" effect. A fence and minor landscaping with a few mature and immature trees will not adequately screen the Appellants from the view of a three-storey complex next-door.

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[112] The County requires 55 parking stalls for a development of this size. The Applicant only has room for one vehicular access point that leads to 22 parking stalls on site in the current design. The Applicant intends to source the remaining parking spaces from off-site. Most of the offsite parking is not in the Hamlet and is on federal lands. Additionally some of these stalls require 24-hours' notice to use them, and some are only available for use on Saturdays and Sundays.

[113] Patrons will not be able to see the Development from the off-site parking lots and could be expected to walk nearly half a kilometer in varying weather conditions. Patrons will likely seek parking in a flat ditch area rather than walking from stalls provided.

[114] Additionally there can be safety issues with parking so far away from the Development.

[115] The Development has an event space that will host events like weddings, parties, beer tours. The most likely scenario for parking beer tour buses or event limos is going to be on street, as they are not easily accommodated in the on-site parking design, and there are likely safety and convenience issues with parking up to a half a kilometre away. If someone is a guest at a wedding, and the parking lot to the event venue is full, it is not realistic that the guests are going to hike in from off-site up to a half a kilometre in heels. They will illegally park on the street.

[116] Winter weather also makes on street parking a likely scenario. Not many people will want to hike in up to a half a kilometre on snow and ice and potentially in the dark to reach their destination - they are going to park on the street, if for no other reason than comfort and safety. There is concern about vehicles unlawfully parking on River Drive North, and also parking into the flat ditch area in front of the Appellants property where they can damage landscaped areas.

[117] The Applicant presented different ways to keep parkers in line, maybe a valet service that can navigate a full parking lot with one access point, calling people in advance, sending them an email reminder. There is no guarantee that these ideas will work to keep people from parking on the street, and it is not known what mechanism would exist to force the Applicant to see these ideas through. The enforceability side of all of these cobbled together ideas makes the Appellant really nervous.

[118] The Applicant is trying to build such a large complex on such a small piece of land that when they need to deal with parking requirements, there is not enough land left to provide even half the parking required. It feels like this development is happening backwards, with the building design taking the lead instead of the capabilities of the land, and all without balancing neighbour interests.

[119] The Greater Bragg Creek Area Structure Plan states that parking areas should be located at the side or rear of the building not between the building front and street edge.

[120] No matter which way you configure the Applicant's front yard, there is parking at the front of the property. However, if the Applicant is being permitted to call the area of property facing Balsam Avenue the front yard, then a majority of the on-site parking is at the front. The Applicant's have not done this; to do so, more parking stalls on-site would need to be sacrificed when there already is not enough parking.

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[121] The Applicant only has one access point (instead of two) with the sole access as close to the Appellant's property as possible. The proposed parking has more than half of the required parking stalls off site, and most of those on the reserve, not even in the hamlet. This is not sufficient mitigation to ensure traffic will not impact residential properties.

[122] The Appellants have various concerns of how this development unduly interferes with amenities of neighbourhood or materially interferes with or affects the use, enjoyment, value of neighbouring parcels of land.

[123] The Applicant has made the building as big as possible; it is as close to the Appellants' property as possible. The Applicant has employed the maximum variances, and employed some informal variances as well, to build the largest building possible.

[124] The Appellants will have no privacy. The public patio and hotel rooms look directly into the Appellants' property. There will be a commercial loading zone right next to the Appellants' property line this will cause ongoing noise; as well, it will be a high-density drinking and event space with easily 50-100 people on site.

[125] It is impossible to screen the adjacent parcels from a three-storey building.

[126] Over half of the parking is off-site, with time restrictions, easy cancellation, and located up to half a kilometre away, with most of the parking outside the Hamlet boundaries on the opposite side of town. Patrons will park unlawfully on River Drive North, and in the flat ditch area at the front of the properties on River Drive North causing damage to landscaped areas.

[127] A case from the Calgary Subdivision and Development Appeal Board (SDAB2015-0032) states that when legislation is interpreted a purposive and contextual approach should be taken. In that case, the Appellants also noted that their property would be affected by a development; however, since there was no appraisal was done on the property this argument would not apply. Therefore, the Appellant's had an appraisal conducted on their property.

[128] The Appellants respectfully request that the Board revoke or vary the order, decision, or development permit or any condition attached to any of these, or make or substitute an order, decision or permit of its own, with the effect of refusing the development permit in full or in part (such as refusing relaxations or variances).

[129] Additionally, we request that the Board refuse to make an order or decision or issue or confirm the issuance of a development permit where the proposed Development does not comply with the Land Use Bylaw, because the proposed Development would unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the use, enjoyment, or value of neighbouring parcels of land.

[130] If the Appellants' appeal is not successful, they would like to commend the County for the condition to have parking agreements registered on title. It gives the County and other neighbours some mechanism to see whether a parking agreement has disappeared or remains.

[131] The Appellants note that if they had been properly and honestly engaged, there may have been an opportunity to have their concerns taken into account, instead of ending up appearing at the 11th hour in front of the Board, where the Applicant is so far invested into a certain course of action that any meaningful response to any concerns or engagement is not possible.

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[132] Additionally, if the Appellants had been presented with a commercial development that matched the neighbourhood and proposed a density of use that correlated with the size of the parcel available, they would not have appealed this Development.

[133] The Appellants are concerned there could be potential safety issues when the property is vacant, with the increased volume of people in the area.

[134] The Appellants frequent the property consistently during the year, as it is used as a recreation property. In the summer months, the Appellants hike and in the winter, they snowshoe and cross country ski. Occasionally one of the Appellants works in the Calgary office of his company and stays at the property.

[135] The lack of engagement is on the Applicant's side not the Rocky View County side. Anytime more details were requested from the Applicant the marketing pitch was given rather than details on the development.

[136] The Appellants do not have expertise on the smells emanating from a brewery and coffee roastery, therefore the appraisers' knowledge and case studies were used.

Chris Kroker and Scott Strang (Gettel Appraisals) Submissions for the Appellants – June 20, 2019

[137] There are three primary factors that it is believed will reduce the market value of the Appellants' property as a result of the proposed commercial development of the Applicant's property: (1) an increase in pedestrian and vehicular traffic; (2) an increase in noise nuisance; and (3) decreased privacy.

[138] The Appellants' property was initially estimated as if not impacted by the proposed commercial development on the adjacent lot. Case studies in which stigma or external nuisance was apparent were then used to arrive an approximate discount on the property.

[139] Perfect comparables rarely exist in appraisal practice. However, all case studies utilized involved some form of stigma or nuisance and showed a resulting loss in value.

[140] The first case study involved proximity to a newly constructed LRT line within Edmonton. The two primary concerns involved in this study are increased noise and increased traffic.

[141] The second case study involved an increased nuisance resulting from adjacency to institutional and commercial facilities. Adjacency to commercial facilities resulted in an 8% loss of value, which would be expected to compound given the comparatively quiet nature of Bragg Creek in comparison to the more populous nature of the Edmonton neighborhood Windsor Park and the City of Edmonton in general.

[142] The third case study involved the impact to properties stemming from adjacency to sewage lagoons. Less weighting was placed on this case study given that odors are expected to be minimal, although odors could potentially stem from the brewery.

[143] The intent of the case studies is to show there is an impact on property value, not to equate the Applicant's or the Appellants' land to the lands in the case studies.

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[144] It is important to note that the varying case studies show that when the market considers a property to have a stigma or nuisance, there is a resulting loss in value. Traffic, nuisance and smell were used in conjunction with one another for the assessment, not in a compounding nature.

[145] The Appellants' property was appraised using both a direct comparison approach, which valued the property at \$490,000, and the cost comparison approach, which valued the property at \$550,000. This assessment was completed April 15, 2019.

[146] The 2018 market value assessment done by Rocky View County valued the property at \$441,000; however, it may not have taken into account the renovation valued at \$120,000. These improvements were completed in 2015-2016. Additionally, the County completes their assessments using mass appraisal rather than using specifics when appraising a property.

[147] It is the opinion of the appraisers that the proposed development would in fact materially affect the enjoyment and value of the Appellant's residential property.

[148] The proposed development is a discretionary use and the variances in question do not comply with the Land Use Bylaw.

[149] There will be no increase in property value with the proposed development.

Nicolas Kuhl Submission (O2 Planning and Design) for the Applicant – June 20, 2019

[150] The berm that is part of the Public Utility Lot is 15 metres wide. Even with this berm there will be landscaping and trees preserved to maintain the screening and privacy.

[151] The County Plan notes that the Hamlet Area Structure Plan is what will ultimately designate any business areas. The Appellants' property is part of the Hamlet Core and the Appellants' property is also part of the revitalisation to be developed into commercial lands in the future.

[152] The Greater Bragg Creek Area Structure Plan notes that "Buildings with three to four storeys may be considered in the Hamlet Core, if the development is supported by a conceptual scheme or a Master Site Development Plan". The development is not being built to the maximum size allowable.

[153] The Lands are intended for commercial use, and it was confirmed during the land redesignation hearing that this is in the best interest of the community.

[154] The proposed Development is consistent with the natural environment and esthetic of Bragg Creek.

[155] The Area Structure Plan states that shared parking is to be considered as a provision in Bragg Creek for any future development.

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Eziekal Dada Submission (Bundt and Associates) for the Applicant – June 20, 2019

[156] The site can only provide 22 parking stalls; if each use of the development were a stand-alone use the development, it would require 43 stalls. Therefore, shared parking is encouraged.

[157] Offsite parking is justified and a distance of 300 metres is acceptable.

[158] On a day-to-day basis, there will not be more than 22 vehicles on the site. In the summer months or during events there will be more vehicles and having an operational plan to manage those events is important.

[159] The parking agreements are based on relationships between the Applicant and third parties; the County does not have jurisdiction over the property owners in the Hamlet or the federal lands. The Applicant would let the County know if any of these were terminated.

[160] The Board can ignore the agreement the Applicant has for parking stalls on the federal lands, as the *Municipal Government Act* does not apply to them. There is still sufficient parking without these stalls.

Baruch Laskin (Bragg Creek Brewing) Submission for the Applicant – June 20, 2019

[161] The Operational Plan has been submitted for consideration, in response to the Appellants' concerns. The hours of operation for the Restaurant / Tap Room will be 11am to 11pm; the microbrewery will be 9am-5pm; the Boutique Inn 24 hours; the coffee roastery 7am-5pm; and the event space 11am-11pm. Deliveries at the proposed Development will only occur on weekdays only and between 9am and 5pm. All servers will have Pro-Serve and Pro-Tech based on Alberta Gaming and Liquor Commission standards.

[162] Bragg Creek is considered an Urban Centre and Balsam Avenue is now being developed commercially. The Appellants knew the Hamlet Core was being rezoned and there is a plan to expand the Hamlet Core to the south.

[163] There is an existing 3-metre paved sidewalk on the south side of Balsam Avenue that is part of the Great Trail, and is greatly used by pedestrians. The Applicant is willing to look into the creation of crosswalks to connect the path at the bridge and the proposed Development and the other businesses on Balsam Avenue.

[164] The furthest place from the Lands to park is the Community Centre, which is 400 metres and an average 20-year-old male will take is just under five minutes and a female of the same age is 6.8 minutes. The furthest parking location will be used for staff parking and the valet parking for the hotel guests. The parking on site will be to accommodate the daily needs for the restaurant and brew house.

[165] The Applicant has worked with a business in eastern Canada that has implemented wastewater cleaning.

[166] The proposed Development will meet the design guidelines of a dark sky Hamlet.

[167] The proposed Development is not surrounded only by residential properties. Other commercial developments in the area are surrounded by residences.

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[168] The Appellants were consulted on all aspects of the development. The Appellants are absentee owners and are not easy to consult with. The only thing the Appellants had asked for was a mutually agreed upon fence, which the Applicant was in agreement with. The Applicant drove to Edmonton to meet with the Appellants.

[169] Following the public engagement, the brewery was reduced by half and the number of rooms in the hotel was increased. This allows for survivability of the business and is a great activation for the community.

[170] The proposed Development is in alignment with the revitalization efforts in the community.

George Reti Submission for the Applicant – June 20, 2019

[171] A property is given value by what the owner chooses to do with it. This starts with land use designation and any proposed development on the lands. The change in the value of neighbouring properties took place when the subject lands were redesignated, not now at the development stage.

[172] The land use has been met by this development. The Appellants' property is a transitional property based on the Area Structure Plan for the area. These transitional properties are less affected by change than other properties. The Appellants' property is likely worth more now with the proposed Development next door.

[173] The Subdivision and Development Appeal Board is not a good forum for the discussion of property values. Value is not a valid argument with discretionary uses and the Subdivision and Development Appeal Boards typically deny this argument.

Rick Grol Submission for the Applicant – June 20, 2019

[174] The Appellants' property is only used as a recreational property; this development will not affect the Appellants as much as it would if they were full time residents of Bragg Creek.

[175] This development will be a boutique hotel not a hotel complex. The hotel will only have approximately 70% utilization, therefore parking requirements should be considered with this utilization.

[176] The proposed Development meets both the County Plan and the Greater Bragg Creek Area Structure Plan.

[177] The Land Use Bylaw allows for offsite parking arrangements, if parking requirements are met with offsite parking it is technically not a Land Use Bylaw relaxation. Both of the Applicant's consultants determined that the proposed development would only require 35-38 stalls to meet the parking demands.

[178] It was stated by the Development Authority at the hearing on June 5, 2019 that the County does not challenge the findings of the Applicant's transportation experts. The Applicant is willing to accept a condition that valet parking must be used for the hotel guests and that staff must park in offsite parking. The Appellants have not provided evidence that there are indeed parking problems in Bragg Creek.

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[179] The Applicant is willing to accept a condition that on the north side of the patio facing the Appellants' property a privacy screen will be installed. The Applicant is willing to accept a condition that the lower portion of the windows on the Appellants' side of the building will be frosted.

[180] With regards to the Gettel appraisal, using case studies from an urban centre, such as Edmonton, have no bearing on a value assessment for a property in a Hamlet area such as Bragg Creek.

[181] The size of this Development if it were to be in Calgary would be a large commercial development.

[182] With regard to the registration on title of the offsite parking stalls, this condition will be extremely challenging for the Applicant to meet. Property owners will be reluctant to place a caveat on title with the County as a party. Alternative conditions have been proposed.

[183] If this Development is denied this will halt any redevelopment of Bragg Creek.

[184] Construction on the proposed Development has not been started, it will take three months to get drawings for quotes and bids, and the build period will be approximately 18 months. This will vary based on when the development permit is issued and the time of the year.

David Zimmerman, in support of the development – June 20, 2019

[185] A permanent year round resident of Bragg Creek for over 18 years. Resides on Range Road 54, a significant distance away from the proposed development.

[186] A Wellness Committee was formed after the flooding in 2013, that was created to deal with the social-psycho health and wellness of the community. This committee identified that the main concerns of residents include the vibrancy of the Hamlet after the flooding.

[187] Spaces are needed that can provide a strong economic boost to the community. That can provide accommodations within the Hamlet. These would all increase the vibrancy within the community.

[188] This development would provide a "third space" to residents to connect the community and avoid isolation of the residents and community.

Bryce Hleucka, in support of the development – June 20, 2019

[189] Is a resident of Redwood Meadows for 16 years, a significant distance away from the proposed development.

[190] The trail system in and around Bragg Creek has failed to attract people due to the lack of accommodations in the Hamlet.

[191] The Area Structure Plan was adopted to benefit the community and all residents.

[192] Redwood Meadows and Bragg Creek are essentially one community; a trail network connects them. Redwood Meadows relies intrinsically on Bragg Creek for its economic centre.

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[193] Accommodations are vital to the survival of a business. Breweries are quaint, communal and quiet, unlike bars.

[194] The Appellants appear to have a not in my back yard opposition; however, not being there full time residents they do not see the community not thriving. Their opposition is seemingly to the Area Structure Plan not this particular development.

[195] There are no parking issues in Bragg Creek. The businesses and residents would rather have the vibrancy in the area that comes with this issue than the alternative.

[196] The location for the development is perfectly situated; the height and size is not out of character for the area.

Troy Delfs, in support of the development – June 20, 2019

[197] A resident of Bragg Creek for over 17 years but has recently moved to Calgary due to the lack of viability and business opportunity in the Bragg Creek area.

[198] There are no hotels or inns in the Bragg Creek Area. The previous hotel was destroyed during the flood and has not been rebuilt. There are some Bed and Breakfast facilities but they do not afford the accessibility and affordability of a hotel especially with larger groups.

[199] Bragg Creek is a backyard playground for Calgary; however, it has been suffering greatly since the floods. Businesses are closing and failing since the floods.

[200] A hotel would draw people to the community and would benefit not only Bragg Creek but also Rocky View County as a whole.

[201] Offsite parking is a benefit to the community it fits with the environment of Bragg Creek. Walking through the community will allow people to frequent other businesses on the way too and from the brewery.

[202] This would be the only business on the river by taking in the beautiful nature that is Bragg Creek.

[203] The hotel that was destroyed during the flood was part of the Steakpit, it is unknown why it was not rebuilt after the floods.

Cathy Martin, in support of the development – June 20, 2019

[204] Lives across the street from the proposed development and would like to build a permanent home on those lands; however, they currently reside in Calgary and visit on the weekends more so during the summer than the winter.

[205] This development is vital in the revitalization of the area.

[206] No objections to the proposed development, they feel that they were included and kept up to date with all aspects of the development.

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[207] Occasionally there are people parked on River Drive North when there is a garage sale or when the Martin's have many people over. However, parking has never been an issue in the 38 years they have been on their property.

John Teghtmeyer, in support of the development – June 20, 2019

[208] Third generation resident of Bragg Creek, resides at 47 Bracken Drive, the family owns various properties in the Hamlet.

[209] The majority of properties on Balsam Avenue are commercial.

[210] The offsite parking will be registered to title and therefore the availability of offsite parking should not be an issue.

Development Authority's Closing Comments – June 20, 2019

[211] A Master Site Development Plan for the Development was not submitted; however, all documents that would be included in a Master Site Development Plan were included as part of the application for the permit. The Design Standards set for Bragg Creek within the Area Structure Plan are simply a guideline and the requirement for a Master Site Development Plan is not a statutory requirement.

[212] Council does not need to approve a Master Site Development Plan on this occasion. Usually the Master Site Development Plan is included in the redesignation application; however, in this case it was submitted as part of the development permit application.

[213] The frosting of the bottom half of the windows and the addition of a privacy screen on the balcony can be added as a prior to issuance condition requiring new plans from the Applicant.

[214] A variance is not required for the off-site parking; an adjustment is necessary, however, if the Board accepts the Applicant's transportation studies. The Development Authority still believes that the development requires 55 parking stalls.

[215] Engineering has no concerns with the findings of the transportation studies from the Applicant.

[216] The Land Use Bylaw states that the front yard is any yard that fronts onto the street. It is preferred that the Development fronts onto Balsam Avenue based on the land use.

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Appellants' Closing Comments – June 20, 2019

[217] The Appellants are not against the development of the subject lands; however, they do feel that the site is better suited for one use rather than all uses at the same time.

[218] The statement made by the Applicant's appraisal expert with regards to the value of the Appellants' property increasing following this Development, should be given minimal weight, as it is a bare statement. The land use redesignation did adversely affect the Appellants' property, by placing commercial adjacent to residential parcels.

[219] The area, whilst it has been referred to as transitional, has historically been low density residential and this is the most productive use of the land. The Area Structure Plan is traditionally fluid and what is stated in the document may not be what happens in the future. The transition to a commercial area could take decades for demand to move forward with speculative development.

[220] Section 534 of the *Municipal Government Act* refers to public works installations. The intent of the case study used in the appraisal of the Appellants' property with regards to public works was to demonstrate loss of value, not to make the equivalent comparison of the same. The recreational use of the Appellants' property has no bearing on the value of the property.

[221] The best way to determine lost value in an appraisal is to look at case studies. In order to make a case study you require a plethora of data from an area to use as a sample set there is not enough information in the Hamlet of Bragg Creek due to its small size. Therefore, case studies from urban centres were used; the expectation is the value loss would be compounded due to the recreational quiet nature of Bragg Creek as compared to Edmonton.

FINDINGS & REASONS FOR DECISION

[222] The Board finds it has the authority to make a decision on this matter pursuant to section 687(3) of the *Municipal Government Act*.

[223] The Board reviewed all evidence and arguments, written and oral, submitted by the Development Authority, the Applicant, the Appellants and other interested parties who made written or verbal submissions. In this Decision, we focus on the most relevant evidence and arguments. The Board considered the context of the proposed development, sound-planning considerations, the merits of the application and all applicable legislation, plans, and policies.

[224] The Board considers that the appeals raise three issues that require discussion and analysis.

[225] First, there is the question of the height of the Development. The proposed Development includes a 3-storey building and requires relaxation of the maximum height requirement.

[226] Second, there is not enough parking on-site to accommodate the Development as proposed. To deal with this, the Applicant has proposed off-site parking and there is a disagreement with the Development Authority as to how off-site parking should be achieved.

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[227] Third, the Applicant's appeal raises issues relating to the conditions imposed by the Development Authority relating to servicing. The Board will address each of these issues in turn.

Building Height

[228] A multi-use commercial building is a discretionary use in the Hamlet Commercial District, in accordance with section 63 of the *Land Use Bylaw*. The Board acknowledges that the Lands have the appropriate zoning for the proposed Development. However, the Applicant requested relaxation of the maximum height requirement from 10.00 m (32.81 ft.) to 12.50 m (41.01 ft.); i.e., a variation of 25%.

[229] The County has approved an Area Structure Plan (the ASP) for the Hamlet of Bragg Creek: the Greater Bragg Creek ASP. Appendix "A" to the ASP is a document titled "Hamlet of Bragg Creek Design Standards" (the Design Standards). The Design Standards were added to the ASP by way of an amendment to the ASP made in 2016 (they replaced existing "Development Guidelines").

[230] The proposed brewery/hotel building is three-storeys tall. Sections 3.2.2(e) and (f) of the Design Standards state that for commercial development in Bragg Creek building height "should be limited to two storeys" but buildings with 3-4 storeys may be considered "if the development is supported by a conceptual scheme or master site development plan" (MSDP).

[231] According to Rocky View's County Plan (at page 15), a MSDP is a "non-statutory plan that is adopted by Council resolution" and "accompanies a land use redesignation application".

[232] The Lands were redesignated from Hamlet Residential Single Family District to Hamlet Commercial District to allow for this proposed Development. The County did not require the Applicant to submit, and therefore it did not approve, a MSDP as part of the redistricting process. The Board notes that it is Council who approve a MSDP, not the Development Authority.

[233] In its report to the Board dated June 5, 2019 the Development Authority stated (on page 4) that the Applicant "submitted a MSDP". This is not correct. At the hearing of the appeals, the Development Authority clarified that a MSDP was not submitted; however, all documents that would be included in a MSDP were included as part of the development permit application.

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Position of the Applicant and Development Authority

[234] The Applicant and the Development Authority argue that the Design Standards are guidelines and not policy that form part of the ASP. In other words, the Design Standards are not binding on the Board. Essentially, they argue that the ASP does not require the submission of an MSDP approved or adopted by Council. In support of their position they point to the following:

- The wording of section 1.3 of the Design Standards, which describes them as “a companion” to the ASP and LUB that will “guide” the physical design of developments; and states that developers “should consult” the standards in conjunction with relevant policies and standards; and
- Section 616(dd) of the *Municipal Government Act* (the MGA), the definition of “statutory plan” (which provides that an ASP is a statutory plan).

[235] Additionally, the Applicant argues that even if the Design Standards are found to form part of the ASP, the ASP is a policy document, not a regulatory document like a Land Use Bylaw and thus the Development Authority “has considerable latitude in the implementation of the objectives of the ASP in the review of a development permit application.”²

Position of the Appellants

[236] The Appellants argue that the Design Standards, as amendments to the ASP, form part of the ASP, which is a statutory plan. In support of this position, they cite section 691(1) of the MGA, which they say requires that a statutory ASP, including amendments thereto, be adopted by Council by bylaw. In fact, section 691(1) deals with the Municipal Government Board’s obligation to hold a hearing on receiving a notice of appeal, not amendments to statutory plans. The relevant section of the MGA is section 633(1), which provides that a council “may by bylaw adopt” an ASP. The Bragg Creek ASP was adopted by bylaw and is clearly a statutory plan.

[237] The Appellants also argue that the ASP contains mandatory language requiring that new commercial development in Bragg Creek “shall conform” to the Design Standards “which form Appendix A of this Plan”. The ASP also states that new hotel development “shall be in compliance with” the Design Standards. This “mandatory” language, the Appellants argue, means that the Applicant was required to have a MSDP approved by Council in order to obtain a development permit for the Development.

² Page 2 of the Applicant’s July 2, 2019 submissions.

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Relevant Provisions in the MGA, the ASP, the Design Standards and the MSDP

[238] Section 687(3)(a.2) of the MGA requires that the Board must comply with any applicable statutory plan. It is clear that in making its decision on the appeals, the Board must comply with the Greater Bragg Creek ASP.

[239] The Greater Bragg Creek ASP states at section 7.3.2(b):

New commercial, institutional, mixed-use, and multi-residential development within the hamlet shall conform to the Hamlet of Bragg Creek Design Standards, which forms Appendix A of this Plan.
[emphasis added]

[240] Section 3.2.2(e) and (f) of the Design Standards read as follows:

e) Building height should be limited to two storeys, and generally should not extend beyond 10 metres (32 feet). Height relaxation may be considered to accommodate desirable architectural detailing.

f) Buildings with three to four storeys may be considered in the hamlet core, if the development is supported by a conceptual scheme or master site development plan. [emphasis added]

[241] There is no suggestion in the record that the existence of a conceptual scheme is relevant on the facts, so the Board will focus on the MSDP. The Rocky View County Plan defines a Master Site Development Plan as follows:

MASTER SITE DEVELOPMENT PLAN: A non-statutory plan that is adopted by Council resolution. A master site development plan accompanies a land use redesignation application and provides design guidance for the development of a large area of land with little or no anticipated subdivision. In some cases, a master site development plan may be used following a conceptual scheme when certain site design details have not been finalized.

A master site development plan addresses building placement, landscaping, lighting, parking, and architectural treatment. The plan emphasis is on site design with the intent to provide Council and the public with a clear idea of the final appearance of the development.³ [emphasis added]

[242] The County Plan states at section 29.7 that a MSDP “should address all matters identified in Appendix C, sections 1 and 3.” Appendix C sets out the technical requirements for a MSDP submission.

³ County Plan at pp. 14-15

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Analysis

[243] Based on the wording of the ASP, the Board has concluded that the Design Standards form part of the ASP and are thus part of a statutory plan as defined in the MGA. In legal form, the ASP is a bylaw enacted by Council of Rocky View County, Bylaw C-7603-2016. The Bylaw itself (as opposed to the ASP which is essentially an attachment to the Bylaw) includes the following:

"PART 3 – EFFECT OF BYLAW

THAT Bylaw C-6260-2006, known as the "Greater Bragg Creek Area Structure Plan", be amended in accordance with the amendments contained in Schedule 'A' [the Design Standards], attached to and forming part of the Bylaw." [emphasis added]

[244] The plain meaning of the Bylaw is that the Design Standards "form part of" the ASP. The ASP had to be amended to include the Design Standards as an appendix. If the Design Standards are not, in fact, part of the ASP, there should have been no need to amend the ASP to adopt them.

[245] A contrary interpretation is, in the Board's view, absurd. It would mean that an appendix to the ASP is not part of the ASP it is attached to. That being the case, the Board does not accept the interpretation argued by the Applicant and the Development Authority, that the Design Standards are merely guidelines but not policy like the ASP. The Board acknowledges that the Design Standards themselves, in section 1.3, state that they act as a "companion" to the ASP meant to "guide" physical design, etc. However, we view this statement as relating to how the Design Standards should be used, not to their legal status.

[246] As noted above, the Appellants cite several examples of provisions of the ASP containing mandatory language as it applies to the Design Standards. Most significantly, section 7.3.2(b) of the ASP clearly states that new commercial development in Bragg Creek "shall conform" to the Design Standards. All parties agree that the word "shall" is mandatory in this context.⁴

[247] However, the Applicant argues that section 3.2.2(e) of the Design Standards, which states that building height "should" be limited to two storeys, means that the two-storey height limitation is not mandatory but merely "directory". While this is true, is it is irrelevant, since section 3.2.2(e) is followed by section 3.2.2(f), which clearly states that buildings of 3 to 4 storeys may be considered, but only if the development is supported by a MSDP.

⁴ Section 4.1 of the ASP states:

When "shall" is used, the community intends for the action to be mandatory. The community realizes that this inherently reduces flexibility for decision makers to find unique solutions to situations that arise, however, the community has contemplated the consequences of when and if an alternate action would be appropriate and has determined that the action required by the policy best reflects the community's desires. [emphasis added]

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[248] The Board notes that section 3.2.2(e) states that height relaxation may be considered “to accommodate desirable architectural detailing”. In this case, the height relaxation is sought to add a third storey to the building, something which the Board considers goes beyond accommodating “architectural detailing”.

[249] Further, both the ASP and the Design Standards suggest that the word “should”, while not mandatory, should be interpreted narrowly:

4.1 [ASP] When “should” is used, the community realizes that there will be cases where its desires can be achieved through alternate actions but it strongly advises that the action be taken, in order to achieve the balance that is articulated in the vision and through the policies.

1.4 [Design Standards] **“Should”**: this indicates the design standard is strongly advised. Rocky View County realizes that there will be cases where the intention of the standard may be achieved through **alternate actions**, but it strongly advises that the action be taken if no other suitable alternative is determined. The applicant shall still respond to the specific standards, but with an acceptable equivalency or appropriate response. **Disregard for the standard is unacceptable.**

[250] These definitions support the Board’s view that while the two-story height restriction may be varied (and is therefore not “mandatory”), it is strongly recommended and may only be varied where supported by a MSDP. The real question is not whether the height restriction is mandatory but whether the restriction may only be varied if supported by a MSDP. The answer to that question is yes.

[251] As noted above, the Development Authority argues that the information that must be contained in a MSDP was provided by the Applicant as part of the development permit application. In the Board’s view, this does not rectify the absence of an approved MSDP, since a MSDP is approved by Council, not the development authority. The development authority has no authority to effectively grant the Applicant a waiver from having to obtain from Council approval of a MSDP.

[252] The Applicant argues that the fact that Council did not require that a MSDP be prepared when the land use for the site was redesignated is a significant factor in favour of not requiring one now. In the Board’s view, it is not clear whether Council was aware, when the property was redesignated, that a 3-storey building was contemplated. Regardless, like the development authority and the Board, Council is required to comply with the ASP. Since the ASP requires that a 3-storey development be supported by a MSDP, to the extent Council did not require one, which was an error on Council’s part. That error cannot now be relied on by the Applicant as constituting a waiver of the requirement for a MSDP.

[253] Based on the foregoing, the Board has concluded that the Development Authority erred by conditionally approving the proposed Development in the absence of a Council-approved MSDP. Our conclusion is based on the mandatory language of the ASP and the Design Standards requiring that development of 3-storey commercial building in Bragg Creek be supported by a MSDP.

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[254] The Applicant argues that in the event the Board concludes that an approved MSDP supporting the 3-story development is required, the Board could vary the development permit by adding a prior-to-release condition that a MSDP must be approved by Council before the development permit may be released. The Board has considered this idea but rejects it.

[255] The Board considers the requested 25% height variance to be significant. As noted above, the height relaxation is requested not to accommodate architectural detailing but to add a third floor to the building. Council, in its wisdom, enacted Design Standards (which we have found to form part of the statutory ASP) which restrict building height to two storeys. If the Applicant wants to develop a three-storey building, it must follow the process clearly set out in the ASP and Design Standards, and obtain approval from County Council of a MSDP for the development.

[256] In conclusion, the Board is only prepared to approve a two-storey building as part of the Development.

Parking

[257] The record is clear that the Lands can only accommodate 22 parking stalls on-site. The Applicant stated that its parking study concluded that 35 - 38 parking stalls are required for the Development. The Development Authority calculated that a total of 55 stalls are required.

[258] The Applicant proposed to supplement the on-site parking with off-site parking. It stated that it had entered into agreements with third-party property owners to provide up to 42 off-site parking stalls. The agreements could be canceled by either party on 30 days' notice.

[259] The Development Authority was satisfied with the concept of off-site parking for the Development but not with the use of agreements that could be canceled by either party at any time on 30 days' notice. The Development Authority therefore imposed conditions (Conditions 4 and 37) on the development permit requiring that the parking agreements be registered on title. Condition 4 states:

- (4) That prior to the issuance of this permit, the Applicant/Owner shall register on title, the appropriate parking agreement between each consenting property, to accommodate the proposed offsite parking agreements. The instrument shall remain on title for the life of the development unless updated or replaced with alternative parking locations.

[260] The Board finds the wording of Condition 4 problematic. The condition is not clear, on its face, whether it requires that a caveat be filed against title to the Applicant's property or against title to the property furnishing the off-site parking stalls, or both. In its verbal submissions, the Development Authority clarified that it was asking that the parking agreements be registered against titles of the properties furnishing the off-site parking stalls.

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[261] The Board believes such a condition is unworkable. If a third party property owner is prepared to register a parking agreement against the title to their property, that is their business. However, the Board is not prepared to make such registration a condition of a development permit issued to the Applicant. No evidence was submitted to the Board confirming how many—if any—third parties would agree to the registration of parking agreements against their titles. In the absence of such evidence, the Board has very little confidence that the condition will achieve the purpose for which the Development Authority included it as part of the development permit.

[262] Further, the Board is not persuaded that off-site parking is feasible in any event. The Board is skeptical that patrons of the proposed brewery and hotel will be interested in parking their vehicles up to 400 metres away from the Development and walking the rest of the way, particularly after dark or during the winter. The Board agrees with the Appellants that it is likely that some people will simply park on the street as close as possible to the Development.

[263] Accordingly, the Board is not prepared to approve the Development with off-site parking. The development permit will therefore be varied to restrict the Development to on-site parking only.

Servicing

[264] The Board finds that the stated utility conditions are within the requirements of the Bragg Creek Utility System design requirements. The Board notes that all utility work is required to be in accordance with the Counties Servicing Standards and Water & Wastewater Utilities bylaw (C-7662-2017).

CONCLUSION

[265] Based on the above findings and pursuant to section 687 of the *Municipal Government Act*, the Board finds that the proposed development, as varied by the Board, would not unduly interfere with the amenities of the neighbourhood, or materially interfere with or affect the use, enjoyment or value of neighbouring parcels of land. The Board also finds the proposed development conforms to the use prescribed for the Lands in the *Land Use Bylaw*.

[266] For the reasons set out above, the appeals are allowed in part and the decision of the Development Authority is varied. A development permit shall be issued subject to the above-noted conditions.

Dated at Rocky View County, in the Province of Alberta on September 11, 2019.



Don Kochan, Chair
Subdivision and Development Appeal Board

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**APPENDIX "A": CONDITIONAL DEVELOPMENT PERMIT AS VARIED BY THE
SUBDIVISION AND DEVELOPMENT APPEAL BOARD**

Description:

- (1) That a General Industry Type I and II multi-use commercial building may take place on the subject site in general accordance with the approved Bragg Creek Area Structure Plan subject to the conditions of this approval and includes:
 - (a) Construction of a multi-use commercial building with a footprint of ± 354.24 sq. m. (3,813 sq. ft.) and total gross building area of $\pm 1,026.49$ sq. m (11,049 sq. ft.);
 - (b) Signage including 2 freestanding, 2 façade and onsite parking wayfinding (as required).

Prior to Issuance:

Developability

- (2) That prior to issuance of this permit, the Applicant/Owner shall submit a revised landscaping plan that identifies the proposed amount of landscaping to be incorporated/maintained onsite, to the satisfaction of Rocky View County ("the County"). Note, the landscaping plan shall be in compliance with the Provincial FireSmart Guidelines and the Hamlet of Bragg Creek Design Standards.
- (3) That prior to issuance of this permit, the Applicant/Owner shall submit a revised parking plan, identifying the minimum required onsite parking stalls including barrier free parking stalls (two [2]), stall dimensions and associated signage for the subject site, in accordance with the Land Use Bylaw and Alberta Building Code 2014, to the satisfaction of the County.
- (4) That prior to issuance of this permit, the Applicant/Owner shall enter into an agreement with the adjacent landowner at 23 River Drive North for the construction of a mutually agreed upon privacy fence on the common property line.
- (5) That prior to issuance of this permit, the Applicant/Owner shall provide updated drawing identifying the entrance to the proposed development is a minimum of 6m wide, and the access route has a 12m centreline-turning radius to accommodate fire and emergency vehicles.

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Servicing

- (6) That prior to the issuance of this permit, the Applicant/Owner shall submit a water and wastewater servicing assessment to the satisfaction of the County. The water and wastewater servicing assessment shall be prepared by a qualified professional and determine the water demands and wastewater generation of the proposed development at full build out.
 - (a) The servicing assessment shall determine if upgrades are required to meet the increased servicing demands based on the full buildout of the development;
 - (b) The servicing assessment shall include further information on the pre-treatment system that shall be provided, including details of the strength and composition of wastewater that will be discharged into the Bragg Creek Wastewater Collection System;
 - (c) The servicing assessment shall demonstrate that wastewater released from the development shall not be over strength in accordance with the terms of the Water & Wastewater Utilities Bylaw (C-7662-2017).
- (7) That prior to the issuance of this permit, the Applicant/Owner shall be required to provide the necessary security for the tie-in to the existing water main, based on estimated construction costs prepared by a qualified professional; if an upgraded water and/or sanitary utilities main connection and service connection is required.
- (8) That prior to the issuance of this permit, the Applicant/Owner shall submit engineered design drawings of the utility connections for review and acceptance by the County, if an upgraded utilities main connection and service connection to the water main and/or the sanitary sewer within the River Drive North right-of-way is required. Written approval of the design drawings shall be obtained from the County Utility Services manager, prior to construction commencement.
- (9) That prior to the issuance of this permit, the Applicant/Owner shall submit design drawing(s) showing the location of the sanitary sewer services connection and test manhole, to the satisfaction of the County.
 - (a) The test manhole shall be located in the gravity portion of the sanitary sewer service connection, as close as practically possible to the east property line, in an easily accessible area for wastewater sampling.

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- (10) That prior to the issuance of this permit, the Applicant/Owner shall enter into an access easement or utility right-of-way agreement with the County and register on title, to allow the County representatives to enter the subject lands and access the test manhole to obtain samples to verify that wastewater is in compliance with the County's Water & Wastewater Utilities Bylaw (C-7662-2017).
- (11) That prior to the issuance of this permit, the Applicant/Owner shall confirm the location and volume of an onsite water reservoir to be used for fire suppression, to the satisfaction of the County.

Note: That the Bragg Creek Water distribution system is not capable of providing water pressures for fire suppression. Therefore, any fire suppression systems required by the building code must be accommodated with onsite storage and pressurization.

Storm Water Management

- (12) That prior to the issuance of this permit, the Applicant/Owner shall submit a Storm Water Management Plan (SWMP), to the satisfaction of the County. The SWMP shall demonstrate that the site can manage storm water in accordance with the requirements of the County Servicing Standards and the Bragg Creek Master Drainage Plan.
 - (a) The SWMP shall comment on pre and post-development water quality, release rates, and runoff volume control targets.
 - (b) The SWMP shall demonstrate how any negative impacts to the Elbow River will be mitigated both during and post construction, in accordance with *County Policy 419: Riparian Land Conservation and Management*.
 - (c) The SWMP shall include a site grading plan, and give consideration to berm construction for the Bragg Creek Flood Mitigation Project.

Note: Any Alberta Environment approvals may be required if any storm water ponds are required.

Construction Management

- (13) That prior to the issuance of this permit, the Applicant/Owner shall submit a Construction Management Plan, to the satisfaction of the County. The Plan shall be prepared by a qualified professional, addressing noise mitigation measures, traffic accommodation, sedimentation and dust control, management of storm water during construction, erosion and weed control, construction practices, waste management, firefighting procedures, evacuation plan, and all other relevant construction management details.

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Road Use Agreement

- (14) That prior to the issuance of this permit, the Applicant/Owner shall contact County Road Operations to determine if a Road Use Agreement and/or any Road Data Permits are required for the importing of fill and topsoil, removal of any excess fill, and for the mobilization and demobilization of any construction equipment to and from the subject site utilizing any County Roads.
- (a) Written confirmation shall be received from County Road Operations confirming the status of this condition. Any required agreement or permit shall be obtained unless otherwise noted by County Road Operations.

Fees & Levies

- (15) That prior to the issuance of this permit, the Applicant/Owner shall submit payment of the Transportation Off-site Levy in accordance with the applicable levy at time of Development Permit approval (Bylaw C-7356-2014), for the total gross acreage of the lands.

Note: The Transportation Off-site Levy shall not include the lands that the County is purchasing for construction of the Flood Mitigation Berm.

- (16) That prior to issuance of this permit, the Applicant/Owner shall confirm acceptance or refusal to participate in the Voluntary Recreation Contribution for Community Recreation Funding on the form provided by the County. If accepted, the contribution is calculated at \$800.00 per acre.

Prior to Occupancy:

Landscaping

- (17) That prior to occupancy of the site, all landscaping and final site surfaces shall be completed.
- (a) That should permission for occupancy of the site be requested during the months of October through May inclusive and prior to the required landscaping and site surface completion, then occupancy may be allowed provided that an Irrevocable Letter of Credit is received by the County.
- (b) The Irrevocable Letter of Credit shall be in the amount of 150.00% of the total cost of completing all the landscaping and final site surfaces that is not yet completed. A contractor's/engineer's quote shall accompany the Letter of Credit describing the work to be carried out and shall be placed with Rocky View County to guarantee the works shall be completed by the 30th day of June immediately thereafter.

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- (18) That prior to occupancy of the site, the mutually agreed upon privacy fence, on the common property line with the adjacent landowner at 23 River Drive North, be constructed and approved by both the Applicant/Owner and the owners of 23 River Drive North.

Servicing

- (19) That prior to the occupancy of the site, the Applicant/Owner shall enter into a Customer Servicing Agreement with the County, for the water and wastewater utility services provided to the subject lands.
- (20) That prior to occupancy of the site, after approval of the utilities main connection and service connection designs by the County's Utility Services manager, the Applicant/Owner shall provide 14 days' written notice to the County prior to utility construction commencing. The Applicant/Owner shall arrange to have County personnel present to supervise construction at their expense, in accordance with the County's Water & Wastewater Utilities Bylaw (C-7662-2017).
- (a) All utility construction shall be to the satisfaction of the County.
- (b) All ground disturbances shall be restored to pre-existing or superior conditions, to the satisfaction of the County.
- (c) All engineering and construction costs shall be borne by the Applicant/Owner.
- (21) That prior to occupancy of the site, the Applicant/Owner shall purchase additional water and wastewater capacity required to service the development, as determined by the Water & Wastewater servicing assessment, in accordance with the County's Master Rates Bylaw (C-7751-2018), as amended.
- (22) That prior to occupancy of the site, the Applicant/Owner shall submit as-built drawings of the site that are certified by a professional engineer. The as-built drawings shall include verification of any as-built water, sanitary, storm water management infrastructure and the test manhole.
- (a) Following receipt of the as-built drawings from the Applicant's consulting engineer, the County shall complete an inspection of the site to verify the storm water infrastructure has been completed as per the stamped "examined drawings".
- (23) That prior to occupancy of the site, the Applicant/Owner shall contact County Utility Operations for an inspection of the water meter, sanitary sewer service connection, and the sanitary test manhole.

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Permanent:

Servicing

- (24) That water and wastewater volumes used by the development shall be within the amounts allocated to the subject lands, and all overages shall be billed in accordance with the Water Rates Bylaw (C-7751-2018) and the Water & Wastewater Utilities Bylaw (C-7662-2017).
 - (a) That if the wastewater released from the development is found to be over strength, the Applicant/Owner shall be subject to over strength wastewater surcharge specified within the Master Rates Bylaw and the Water & Wastewater Utilities Bylaw.
- (25) That connection to existing sanitary mains, waste mains, and water mains shall not be permitted without the authorization of the County's Utility Operations.

Construction Management

- (26) That the Applicant/Owner shall submit a deep fill report, with compaction results, if any areas shall have a fill depth greater than 1.2 m.
- (27) That no topsoil shall be removed from the subject property.
- (28) That during construction, dust control shall be maintained on the site and that the Applicant/Owner shall take whatever means necessary to keep visible dust from blowing onto adjacent lands.
- (29) That any dirt removed from the site during construction shall be hauled off in a covered trailer/truck that will prevent the blowing of dust/small rocks onto the road, and prevent issues with other vehicles on the road.
- (30) That the clean-up of any mud tracking and/or dirt that enters onto adjacent County roads during construction shall be the responsibility and cost of the Applicant/Owner.
- (31) That the entire site shall be maintained in a neat and orderly manner at all times. All waste material shall be deposited and confined in an appropriate enclosure. All waste material shall be regularly removed from the property to prevent any debris from blowing onto adjacent property or roadways.
- (32) That any flood proofing measures shall be followed in accordance with the Alberta Building Code, good engineering practice and recommendations stated in the Bragg Creek Area Structure Plan.

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- (33) That the Applicant/Owner shall ensure that all habitable floor levels are above the 1 in 100 flood level. Any construction below this flood level may require engineered flood proofing measures.

Note: The required flood elevation level is 1297.63 m

Solid Waste & Recycling Management

- (34) That the garbage containers shall be screened from view from adjacent properties and public thoroughfares. All garbage and waste shall be stored in weatherproof and animal proof containers and be in a location easily accessible to containerized garbage pickup.

Signage & Lighting

- (35) That any future signage, not included within this application, shall require separate Development Permit approval and shall adhere to the Hamlet of Bragg Creek Design Standards and the Land Use Bylaw.
- (36) That no temporary signage shall be placed on the site at any time except any temporary signs required during development or building construction.
- (37) That all on site lighting shall be "dark sky" and all private lighting, including site security lighting and parking area lighting, shall be designed to conserve energy, reduce glare, and reduce uplight. All development shall be required to demonstrate lighting design that reduces the extent of spill-over glare and eliminates glare as viewed from nearby residential properties.

Parking

- (38) That the site shall maintain all parking requirements on site and one loading bay onsite at all times, in accordance with the approved Parking Study.
- (39) That no parking shall be permitted on the adjacent County road system.

Landscaping

- (40) That all landscaping shall be in accordance with the approved Landscape Plan.
- (41) That the existing trees and terrain shall be retained except as required to meet conditions of this permit and any disturbed areas shall be replanted with vegetation similar to existing predevelopment ground cover.
- (42) That no outdoor display areas, storage areas, parking or marshalling yards shall be allowed within landscaped yards.

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- (43) That the quality and extent of the landscaping shall be maintained over the life of the development and any deceased vegetation shall be replaced within 30 days or before June 30th of the next growing season.
- (44) That there shall be no potable water used for irrigation and landscaping purposes, and that no exterior hose bibs shall be installed.

Other

- (45) That it is the Applicant/Owner's responsibility to obtain and display a distinct municipal address in accordance with the County Municipal Addressing Bylaw (Bylaw C-7562-2016), for the proposed development located on the subject site, to facilitate accurate emergency response.
- (46) That if the facility changes commercial usage, the Owner shall submit to the County a revised description of process and subsequent water and wastewater requirements.
- (47) That any plan, technical submission, agreement, matter or understanding submitted and approved as part of the application or in response to a Prior to Issuance or Occupancy condition, shall be implemented and adhered to in perpetuity and includes but is not limited to (as amended):
 - (a) Geotechnical Investigation Report, as prepared by E2K Engineering Ltd, dated November 29, 2018);
 - (b) Trip Generation Exercise, as prepared by Bunt & Associates, dated March 31, 2017;
 - (c) Parking Study, as prepared by Bunt & Associates, dated November 21, 2018;
 - (d) Stormwater Management Plan, as prepared by Richview Engineering Inc., dated February 1, 2019;
 - (e) Erosion & Sediment Control Plan, as prepared by Richview Engineering Inc., dated November 18, 2018;

Advisory:

- (48) That during construction, the County's Noise Control Bylaw C-5772-2003 shall be adhered to at all times.
- (49) That during construction, all construction and building materials shall be maintained onsite in a neat and orderly manner. Any debris or garbage shall be stored/placed in garbage bins and disposed of at an approved disposal facility.
- (50) That the site shall remain free of restricted or noxious weeds, in accordance with the Weed Control Act.

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- (51) That the Applicant/Owner shall be responsible for all required payments of third party reviews and/or inspections, as per the Master Rates Bylaw.
- (52) That a Building Permit with applicable subtrade permits, shall be obtained through Building Services, prior to any construction taking place and shall require:
 - (a) The Commercial, Industrial and Institutional application checklist;
 - (b) A completed 3.2.2 Code Analysis;

Note: The Development shall conform to the National Energy Code 2011 and Alberta Building Code & it is recommended that the Applicant/Owner schedule a pre- application meeting with Building Services, to go over in detail, any Building Permit application requirements.

- (53) That a Building Demolition permit shall be obtained through Building Services, prior to any demolition of any existing building onsite.
- (54) That all other government compliances and approvals are the sole responsibility of the Applicant/Owner and include:
 - (a) An issued Roadside Development Permit through Alberta Transportation;
 - (b) Any Alberta Health Services approvals.
- (55) That if the development authorized by this Development Permit is not commenced with reasonable diligence within 12 months from the date of issue, and completed within 36 months of the date of issue, the permit is deemed to be null and void unless an extension to this permit shall first have been granted by the Development Authority.
- (56) That if this Development Permit is not issued by **December 31, 2020** or the approved extension date, then this approval is null and void and the Development Permit shall not be issued.

Note: The Applicant/Owner shall be responsible for all Alberta Environment and Park (AEP) approvals for any impact to any wetland areas or for on-site stormwater Infrastructure

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APPENDIX "B": DEVELOPMENT PERMIT PRDP20184945

Description:

- (1) That General Industry Type I and II (Brewery), Hotel (21 room), Restaurant and Drinking establishment, construction of a multi-use commercial building may take place on the subject site in general accordance with the Site Plan and Architectural Drawings prepared by STARK architecture, dated October 5, 2018, subject to the amendments required in accordance with the conditions of this approval and includes:
- (a) Construction of a multi-use commercial building with a footprint of ± 354.24 sq. m. (3,813 sq. ft.) and total gross building area of $\pm 1,026.49$ sq. m (11,049 sq. ft.);
 - (b) Relaxation of the minimum side yard setback requirement from **1.20 m (3.94 ft.) to ± 0.90 m (± 3.00 ft.)** from the proposed Public Utility Lot (flood mitigation structure) to the west;
 - (c) Relaxation of the maximum height requirement from **10.00 m (32.81 ft.) to 12.50 m (41.01 ft.)**, (excluding the parapet wall); and
 - (d) Signage including 2 freestanding, 2 façade and onsite/offsite parking wayfinding (as required).

Prior to Issuance:*Developability*

- (2) That prior to issuance of this permit, the Applicant/Owner shall submit a revised landscaping plan that identifies the proposed amount of landscaping to be incorporated/maintained onsite, to the satisfaction of Rocky View County ["the County"]. Note, the landscaping plan shall be in compliance with the Provincial FireSmart Guidelines and the Hamlet of Bragg Creek Design Standards.
- (3) That prior to issuance of this permit, the Applicant/Owner shall submit a revised parking plan, identifying the minimum required barrier free parking stalls (two [2]), stall dimensions and associated signage for the subject site, in accordance with the Land Use Bylaw and Alberta Building Code 2014, to the satisfaction of the County.
- (4) That prior to issuance of this permit, the Applicant/Owner shall register on title, the appropriate parking agreement between each consenting property, to accommodate the proposed offsite parking agreements. The instrument shall remain on title for the life of the development unless updated or replaced with alternative parking locations.

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Servicing

- (5) That prior to the issuance of this permit, the Applicant/Owner shall submit a water and wastewater servicing assessment to the satisfaction of the County. The water and wastewater servicing assessment shall be prepared by a qualified professional and determine the water demands and wastewater generation of the proposed development at full build out.
 - (a) The servicing assessment shall determine if upgrades are required to meet the increased servicing demands based on the full buildout of the development;
 - (b) The servicing assessment shall include further information on the pre-treatment system that shall be provided, including details of the strength and composition of wastewater that will be discharged into the Bragg Creek Wastewater Collection System;
 - (c) The servicing assessment shall demonstrate that wastewater released from the development shall not be over strength in accordance with the terms of the Water & Wastewater Utilities Bylaw (C-7662-2017).
- (6) That prior to the issuance of this permit, the Applicant/Owner shall be required to provide the necessary security for the tie-in to the existing water main, based on estimated construction costs prepared by a qualified professional, if an upgraded water and/or sanitary utilities main connection and service connection is required;
- (7) That prior to the issuance of this permit, the Applicant/Owner shall submit engineered design drawings of the utility connections for review and acceptance by the County, if an upgraded utilities main connection and service connection to the water main and/or the sanitary sewer within the River Drive North right-of-way is required. Written approval of the design drawings shall be obtained from the County Utility Services manager, prior to construction commencement.
- (8) That prior to the issuance of this permit, the Applicant/Owner shall submit design drawing(s) showing the location of the sanitary sewer services connection and test manhole, to the satisfaction of the County.
 - (a) The test manhole shall be located in the gravity portion of the sanitary sewer service connection, as close as practically possible to the east property line, in an easily accessible area for wastewater sampling.

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- (9) That prior to the issuance of this permit, the Applicant/Owner shall enter into an access easement or utility right-of-way agreement with the County and register on title, to allow the County representatives to enter the subject lands and access the test manhole to obtain samples to verify that wastewater is in compliance with the County's Water & Wastewater Utilities Bylaw (C-7662-2017).
- (10) That prior to the issuance of this permit, the Applicant/Owner shall confirm the location and volume of an onsite water reservoir to be used for fire suppression, to the satisfaction of the County.

Note: That the Bragg Creek Water distribution system is not capable of providing water pressures for fire suppression. Therefore, any fire suppression systems required by the building code must be accommodated with onsite storage and pressurization.

Storm Water Management

- (11) That prior to the issuance of this permit, the Applicant/Owner shall submit a Storm Water Management Plan (SWMP), to the satisfaction of the County. The SWMP shall demonstrate that the site can manage storm water in accordance with the requirements of the County Servicing Standards and the Bragg Creek Master Drainage Plan.
- (a) The SWMP shall comment on pre and post-development water quality, release rates, and runoff volume control targets.
- (b) The SWMP shall demonstrate how any negative impacts to the Elbow River will be mitigated both during and post construction, in accordance with *County Policy 419: Riparian Land Conservation and Management*.
- (c) The SWMP shall include a site grading plan, and give consideration to berm construction for the Bragg Creek Flood Mitigation Project.

Note: Any Alberta Environment approvals may be required if any storm water ponds are required.

Construction Management

- (12) That prior to the issuance of this permit, the Applicant/Owner shall submit a Construction Management Plan, to the satisfaction of the County. The Plan shall be prepared by a qualified professional, addressing noise mitigation measures, traffic accommodation, sedimentation and dust control, management of storm water during construction, erosion and weed control, construction practices, waste management, firefighting procedures, evacuation plan, and all other relevant construction management details.

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Road Use Agreement

- (13) That prior to the issuance of this permit, the Applicant/Owner shall contact County Road Operations to determine if a Road Use Agreement and/or any Road Data Permits are required for the importing of fill and topsoil, removal of any excess fill, and for the mobilization and demobilization of any construction equipment to and from the subject site utilizing any County Roads.
- (a) Written confirmation shall be received from County Road Operations confirming the status of this condition. Any required agreement or permit shall be obtained unless otherwise noted by County Road Operations.

Fees & Levies

- (14) That prior to the issuance of this permit, the Applicant/Owner shall submit payment of the Transportation Off-site Levy in accordance with the applicable levy at time of Development Permit approval (Bylaw C-7356-2014), for the total gross acreage of the lands.

Note: The Transportation Off-site Levy shall not include the lands that the County is purchasing for construction of the Flood Mitigation Berm.

- (15) That prior to issuance of this permit, the Applicant/Owner shall confirm acceptance or refusal to participate in the Voluntary Recreation Contribution for Community Recreation Funding on the form provided by the County. If accepted, the contribution is calculated at \$800.00 per acre.

Prior to Occupancy:

Landscaping

- (16) That prior to occupancy of the site, all landscaping and final site surfaces shall be completed.
- (a) That should permission for occupancy of the site be requested during the months of October through May inclusive and prior to the required landscaping and site surface completion, then occupancy may be allowed provided that an Irrevocable Letter of Credit is received by the County.
- (b) The Irrevocable Letter of Credit shall be in the amount of 150.00% of the total cost of completing all the landscaping and final site surfaces that is not yet completed. A contractor's/engineer's quote shall accompany the Letter of Credit describing the work to be carried out and shall be placed with Rocky View County to guarantee the works shall be completed by the 30th day of June immediately thereafter.

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Servicing

- (17) That prior to the occupancy of the site, the Applicant/Owner shall enter into a Customer Servicing Agreement with the County, for the water and wastewater utility services provided to the subject lands.
- (18) That prior to occupancy of the site, after approval of the utilities main connection and service connection designs by the County's Utility Services manager, the Applicant/Owner shall provide 14 days written notice to the County prior to utility construction commencing. The Applicant/Owner shall arrange to have County personnel present to supervise construction at their expense, in accordance with the County's Water & Wastewater Utilities Bylaw (C-7662-2017).
 - (a) All utility construction shall be to the satisfaction of the County.
 - (b) All ground disturbances shall be restored to pre-existing or superior conditions, to the satisfaction of the County.
 - (c) All engineering and construction costs shall be borne by the Applicant/Owner.
- (19) That prior to occupancy of the site, the Applicant/Owner shall purchase additional water and wastewater capacity required to service the development, as determined by the Water & Wastewater servicing assessment, in accordance with the County's Master Rates Bylaw (C-7751-2018), as amended.
- (20) That prior to occupancy of the site, the Applicant/Owner shall submit as-built drawings of the site that are certified by a professional engineer. The as-built drawings shall include verification of any as-built water, sanitary, stormwater management infrastructure and the test manhole.
 - (a) Following receipt of the as-built drawings from the Applicant's consulting engineer, the County shall complete an inspection of the site to verify the stormwater infrastructure has been completed as per the stamped "*examined drawings*".
- (21) That prior to occupancy of the site, the Applicant/Owner shall contact County Utility Operations for an inspection of the water meter, sanitary sewer service connection, and the sanitary test manhole.

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Permanent:*Servicing*

- (22) That water and wastewater volumes used by the development shall be within the amounts allocated to the subject lands, and all overages shall be billed in accordance with the Master Rates Bylaw (C-7751-2018) and the Water & Wastewater Utilities Bylaw (C-7662-2017).
 - (a) That if the wastewater released from the development is found to be over strength, the Applicant/Owner shall be subject to over strength wastewater surcharge specified within the Master Rates Bylaw and the Water & Wastewater Utilities Bylaw.
- (23) That connection to existing sanitary mains, waste mains, and water mains shall not be permitted without the authorization of the County's Utility Operations.

Construction Management

- (24) That the Applicant/Owner shall submit a deep fill report, with compaction results, if any areas shall have a fill depth greater than 1.2 m.
- (25) That no topsoil shall be removed from the subject property.
- (26) That during construction, dust control shall be maintained on the site and that the Applicant/Owner shall take whatever means necessary to keep visible dust from blowing onto adjacent lands.
- (27) That any dirt removed from the site during construction shall be hauled off in a covered trailer/truck that will prevent the blowing of dust/small rocks onto the road, and prevent issues with other vehicles on the road.
- (28) That the clean-up of any mud tracking and/or dirt that enters onto adjacent County roads during construction shall be the responsibility and cost of the Applicant/Owner.
- (29) That the entire site shall be maintained in a neat and orderly manner at all times. All waste material shall be deposited and confined in an appropriate enclosure. All waste material shall be regularly removed from the property to prevent any debris from blowing onto adjacent property or roadways.
- (30) That any flood proofing measures shall be followed in accordance with the Alberta Building Code, good engineering practice and recommendations stated in the Bragg Creek Area Structure Plan.

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- (31) That the Applicant/Owner shall ensure that all habitable floor levels are above the 1 in 100 flood level. Any construction below this flood level may require engineered flood proofing measures.

Note: The required flood elevation level is 1297.63 m

Solid Waste & Recycling Management

- (32) That the garbage containers shall be screened from view from adjacent properties and public thoroughfares. All garbage and waste shall be stored in weatherproof and animal proof containers and be in a location easily accessible to containerized garbage pickup.

Signage & Lighting

- (33) That any future signage, not included within this application, shall require separate Development Permit approval and shall adhere to the Hamlet of Bragg Creek Design Standards and the Land Use Bylaw.
- (34) That no temporary signage shall be place on the site at any time except any temporary signs required during development or building construction.
- (35) That all on site lighting shall be "dark sky" and all private lighting, including site security lighting and parking area lighting, shall be designed to conserve energy, reduce glare, and reduce uplight. All development shall be required to demonstrate lighting design that reduces the extent of spill-over glare and eliminates glare as viewed from nearby residential properties.

Parking

- (36) That the site shall maintain a minimum of 22 parking stalls and one loading bay onsite at all times, in accordance with the approved Parking Study.
- (37) That a minimum of 33 parking stalls shall be available at all times via the registered off-site parking arrangements and shall be maintained on title for the life of the development permit.
- (38) That no parking shall be permitted on the adjacent County road system.

Landscaping

- (39) That all landscaping shall be in accordance with the approved Landscape Plan.
- (40) That the existing trees and terrain shall be retained except as required to meet conditions of this permit and any disturbed areas shall be replanted with vegetation similar to existing predevelopment ground cover.

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- (41) That no outdoor display areas, storage areas, parking or marshalling yards shall be allowed within landscaped yards.
- (42) That the quality and extent of the landscaping shall be maintained over the life of the development and any deceased vegetation shall be replaced within 30 days or before June 30th of the next growing season.
- (43) That there shall be no potable water used for irrigation and landscaping purposes, and that no exterior hose bibs shall be installed.

Other

- (44) That it is the Applicant/Owner's responsibility to obtain and display a distinct municipal address in accordance with the County Municipal Addressing Bylaw (Bylaw C-7562-2016), for the proposed development located on the subject site, to facilitate accurate emergency response.
- (45) That if the facility changes commercial usage, the Owner shall submit to the County a revised description of process and subsequent water and wastewater requirements.
- (46) That any plan, technical submission, agreement, matter or understanding submitted and approved as part of the application or in response to a Prior to Issuance or Occupancy condition, shall be implemented and adhered to in perpetuity and includes but is not limited to (as amended):
 - (a) Geotechnical Investigation Report, as prepared by E2K Engineering Ltd, dated November 29, 2018);
 - (b) Trip Generation Exercise, as prepared by Bunt & Associates, dated March 31, 2017;
 - (c) Parking Study, as prepared by Bunt & Associates, dated November 21, 2018;
 - (d) Stormwater Management Plan, as prepared by Richview Engineering Inc., dated February 1, 2019;
 - (e) Erosion & Sediment Control Plan, as prepared by Richview Engineering Inc., dated November 18, 2018;

Advisory:

- (47) That during construction, the County's Noise Control Bylaw C-5772-2003 shall be adhered to at all times.
- (48) That during construction, all construction and building materials shall be maintained onsite in a neat and orderly manner. Any debris or garbage shall be stored/placed in garbage bins and disposed of at an approved disposal facility.

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- (49) That the site shall remain free of restricted or noxious weeds, in accordance with the Weed Control Act.
- (50) That the Applicant/Owner shall be responsible for all required payments of third party reviews and/or inspections, as per the Master Rates Bylaw.
- (51) That a Building Permit with applicable subtrade permits, shall be obtained through Building Services, prior to any construction taking place and shall require:
 - (a) The Commercial, Industrial and Institutional application checklist;
 - (b) A completed 3.2.2 Code Analysis;

Note: The Development shall conform to the National Energy Code 2011 and Alberta Building Code & it is recommended that the Applicant/Owner schedule a pre-application meeting with Building Services, to go over in detail, any Building Permit application requirements.

- (52) That a Building Demolition permit shall be obtained through Building Services, prior to any demolition of any existing building onsite.
- (53) That all other government compliances and approvals are the sole responsibility of the Applicant/Owner and include.
 - (a) An issued Roadside Development Permit through Alberta Transportation;
 - (b) Any Alberta Health Services approvals.
- (54) That if the development authorized by this Development Permit is not commenced with reasonable diligence within 24 months from the date of issue, and completed within 36 months of the date of issue, the permit is deemed to be null and void unless an extension to this permit shall first have been granted by the Development Authority.
- (55) That if this Development Permit is not issued by **JUNE 30, 2020** or the approved extension date, then this approval is null and void and the Development Permit shall not be issued.

Note: The Applicant/Owner shall be responsible for all Alberta Environment and Park (AEP) approvals for any impact to any wetland areas or for on-site stormwater Infrastructure

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APPENDIX "C": LIST OF PERSONS WHO MADE VERBAL SUBMISSIONS

- (1) Johnson Kwan, Municipal Planner, for the Development Authority;
- (2) Sean MacLean, Planning and Development Supervisor, for the Development Authority;
- (3) Gurbir Nijjar, Municipal Engineer, for the Development Authority;
- (4) Rick Grol, on behalf of the Applicant;
- (5) Nicolas Kuhl, O2 Planning and Design, for the Applicant;
- (6) Eziekal Dada, Bundt and Associates, for the Applicant;
- (7) Adam McLane, Developer, for the Applicant;
- (8) Baruch Laskin, Bragg Creek Brewing, for the Applicant;
- (9) John Jackson, for the Applicant;
- (10) George Reti, for the Applicant;
- (11) Craig Nickel and Jennifer Liddle, the Appellants;
- (12) Chris Kroker and Scott Stang, Gettel Appraisals Ltd., for the Appellants;
- (13) David Zimmerman, in support of the development;
- (14) Bryce Hleucka, in support of the development;
- (15) Troy Delfs, in support of the development;
- (16) Cathy Martin, in support of the development; and
- (17) John Teghtmeyer, in support of the development.

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APPENDIX "D": EXHIBIT LIST

DOCUMENTS PRESENTED AT THE HEARING AND CONSIDERED BY THE BOARD

NO.	ITEM
1.	Development Authority's Report to the Board June 5 (224 pages)
2.	Development Authority's Presentation to the Board June 5 (43 pages)
3.	Applicant Report to the Board (97 pages)
4.	Applicant Presentation to the Board – June 5 (57 pages)
5.	Duncan Odie Berm Email (2 pages)
6.	Applicant Overland Drainage Plan (4 pages)
7.	Applicant Commercial vs Residential Parcels (1 page)
8.	Applicant Operational Plan (12 pages)
9.	Applicant Erosion Control Plan (4 pages)
10.	Applicant Presentation to the Board – June 20 (21 pages)
11.	Applicant Letter from Rick Grol (4 pages)
12.	Applicant Engagement Log with 21 River Dr N Bragg Creek AB (2 pages)
13.	George Reti Presentation (7 pages)
14.	Appellant Presentation to the Board (40 pages)
15.	Gettel Appraisal Presentation Bragg Creek (9 pages)
16.	Calgary SDAB Decision from Appellant (16 pages)

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**APPENDIX "E": PERSONS WHO SENT LETTERS IN SUPPORT OF
DEVELOPMENT**

- (1) Laureen Harper
- (2) Alison Kippen
- (3) Fred Konopaki
- (4) Reshma Patel – Owner Bragg Creek Carl's Jr.
- (5) Pramrod Patel – Owner Bragg Creek Esso
- (6) Conrad Schiebel – President, The Greater Bragg Creek Trails Association
- (7) Lowell Harder – Bragg Creek and Area Chamber of Commerce
- (8) Birgit Schmitt – Bragg's Korner Kitchen
- (9) Michael Brown – President & CEO Calgary Municipal Lands Corporation
- (10) Sharon Bayer
- (11) Kathleen Burk
- (12) Rebecca Cleaver Burke
- (13) Royce Chwin – Chief Executive Officer, Travel Alberta
- (14) Troy Delfs – Owner, Momentum Cycling
- (15) David Farran – President, Eau Claire Distillery
- (16) Lowell Harder – Owner, Harder and Sons Exterior Maintenance Services Inc.
- (17) Trevor Hassel – Cycles Construction
- (18) Dr. John Heerema
- (19) Rod Burns and Elizabeth Hertz
- (20) Bryce Hleucka
- (21) Greg Hoffart – Tree Construction
- (22) John Teghtmeyer
- (23) Jennifer Jurkowski
- (24) Karl Teghtmeyer

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- (25) William Kokotylo
- (26) Darren Kroeker
- (27) Brad Krusky
- (28) Charles Lawrence & Family
- (29) Eric Lloyd
- (30) Michele & Joe Longo
- (31) Neil MacDonald
- (32) Cathy and Bob Martin
- (33) Fern Maas
- (34) Terry Neufeld
- (35) Dr. Jason Pearce
- (36) Robb & Barbara Teghtmeyer
- (37) Richard Brown – Chair, Bragg Creek Revitalization Committee
- (38) Warren Saunders
- (39) Brett Schönekeess – Co-founder, Director, CFO, Two Pine Ventures Inc.
- (40) Clay Swerdelian
- (41) Bas & Amy van Lankvelt
- (42) Cailen Van Tighem – The Heart Café
- (43) Andrew Watts
- (44) Rick Woods
- (45) David Zimmerman

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APPENDIX "F": PERSONS WHO SENT LETTERS OBJECTING TO DEVELOPMENT

- (1) Joan MacKenzie
- (2) Joni and Duane Peperkorn
- (3) Judie Norman

SCHEDULE B

Issue Estoppel

The common law doctrine of issue estoppel is relied upon to oppose the current DC redesignation application, and in particular, the parking provisions requested by the Developer in the DC redesignation application.

In the administrative law context, the doctrine of issue estoppel states that parties to a proceeding must accept as final the resolution of a question fundamental to the dispute pronounced by the statutory delegate with jurisdiction to resolve the question and an obligation to act judicially, and cannot propose a different resolution to the same question in a subsequent proceeding involving the same parties.¹

Of import, issue estoppel does not arise because the prior decision is “binding on the tribunal” although that is the effect. Issue estoppel means the prior decision is “binding on the parties;” it prevents them from re-litigating what has already been decided.² In planning matters, the doctrine of issue estoppel applies against both owners and municipalities.³ In other words, issue estoppel addresses whether the present parties are bound by previous decisions that relate to the Neighbouring Property at issue.

The leading decision on issue estoppel arising from the decisions of administrative tribunals is *Danyluk v. Ainsworth Technologies Inc.*⁴ In this case, the Supreme Court of Canada established that the following test must be met for issue estoppel to apply:

- (a) There must be a “judicial” aspect for the decision to arise;
- (b) The same issue must be involved;
- (c) The judicial decision which is said to create the estoppel was final;
- (d) The same parties or their privies must be involved, and
- (e) As a discretionary matter, it must be fair and just to apply the doctrine of issue estoppel in the particular circumstances.⁵

Each of the requirements will be considered in turn:

(a) There must be a “judicial” aspect for the decision to arise.

The statutory process for the issuance of development permits, including decisions made by a Subdivision and Development Appeal Board, meet the threshold requirement of “judicial”. In *Sihota v. Edmonton (City)*, the Alberta Court of Appeal held:

*The statutory process for the issuance of development permits meets the threshold requirements. The activities of the development officer should not be examined in isolation, and the entire process (involving as it does an appeal to the SDAB and potentially the Court of Appeal) is “judicial” in nature.*⁶

In *Black Diamond (Town) v. 1058671 Alberta Inc.*, the Alberta Court of Appeal further described the benchmark of a “judicial decision” as follows:

*It is no longer the law that for a decision to be judicial the actual hearing must give the litigant an opportunity for a full and fair hearing, that is, an opportunity to know the case and the opportunity to respond to it. This statement of the law originated in *Rasanen v. Rosemount Instruments Ltd.* and was adopted in many subsequent decisions. In *Danyluk v. Ainsworth Technologies Inc.*, the Supreme Court to Canada expressly disapproved of this point of the decision of *Rasanen* and those decisions which applied the *Rasanen* proposition. For a decision to be judicial, the tribunal must only have the jurisdictional capacity to conduct a full and fair hearing.*⁷

In the present case, the Rocky View County Subdivision and Development Appeal Board (“the Board”) issued a 52-page written decision considering the merits of a development permit for the exact same proposed development.

¹ *Black Diamond (Town) v. 1058671 Alberta Inc.*, 2015 ABCA 169 (“*Black Diamond*”), at 17.

² *Sihota v. Edmonton (City)*, 2013 ABCA 43 (“*Sihota*”), at headnote.

³ *Black Diamond* at 19.

⁴ *Danyluk v. Ainsworth Technologies Inc.* 2001 SCC 44 (“*Danyluk*”).

⁵ *Danyluk*, at 25, 35, 62.

⁶ *Sihota*, at 9.

⁷ *Black Diamond* at 21.

The administrative body had jurisdictional capacity to conduct a full and fair hearing pursuant to authority given to it under Section 687 of the *Municipal Government Act*, and conducted a fulsome hearing including oral evidence (inclusive of expert evidence) for two full days and written submissions from all parties. The Board's decision relating to this exact same proposed development was judicial in nature.

(b) The same issue has been decided.

In *Danyluk*, the Supreme Court of Canada explained this requirement as follows:

Issue estoppel simply means that once a material fact [...] is found to exist (or not to exist) by a court or tribunal of competent jurisdiction, whether on the basis of evidence or admissions, the same issue cannot be relitigated in subsequent proceedings between the same parties. The estoppel, in other words, extends to the issues of fact, law, and mixed fact and law that are necessarily bound up with the determination of that issue in the prior proceedings.⁸

We submit that the "same issue" requirement is satisfied. In the Board decision, the exact same development was at issue. In the outcome, the Board varied the development permit to allow for on-site parking only, finding that the record was clear that the proposed development on the Neighbouring Property could accommodate 22 on-site parking stalls only, and it was not prepared to approve the development with off-site parking, as it was not persuaded that the off-site parking plans proposed by the Developer were feasible.

If issue estoppel applies, it prevents the Developer and municipality from asserting that these adverse findings ought now to be found in the Developer's favour.

(d) The judicial decision which is said to create the estoppel was final.

In *Danyluk*, the Supreme Court of Canada held that a party not having taken advantage of a review procedure creates a final decision and therefore capable in the normal course of events of giving rise to an estoppel.⁹

In this case, the decision of the Board issued on September 11, 2019 is final. No appeal of the decision was made to the Alberta Court of Appeal by any party to the decision, and the timeframe to appeal has expired.

(e) The same parties or their privies must be involved.

In *Solomon v. Smith*, the Manitoba Court of Appeal provided the following explanation of privity:

It has always been said that there must be privity of blood, title or interest: here it would have to be privity of interest. That can arise in many ways, but it seems to be essential that the person now to be estopped from defending himself must have had some kind of interest in the previous litigation or its subject matter. I have found no case to the contrary.¹⁰

In the present circumstances, the application at issue involves the same proposed development on the same parcel of land with the same parties as before the Board leading to the decision dated September 11, 2019.

(e) As a discretionary matter, it must be fair and just to apply the doctrine of issue estoppel in the particular circumstances.

Issue estoppel is not applied mechanically or automatically in administrative law. The final part of the test engages a discretion to ensure that the application of the doctrine is appropriate in the circumstances, including the following non-exhaustive factors:

- The wording of the statute;
- The purpose of the legislation;
- The availability of an appeal;
- Safeguards within the administrative process;
- The expertise of the decision-maker;
- The circumstances giving rise to the prior decision; and

⁸ *Danyluk*, at 54.

⁹ *Danyluk*, at 57.

¹⁰ *Solomon v. Smith*, 1987 CarswellMan 233, ("*Solomon*") at 16.

- Any potential injustice that might result from the application or non-application of the doctrine.¹¹

In planning matters, the application of these factors has resulted in the doctrine of issue estoppel being applied.¹²

Each factor will be considered in turn:

(i) The wording of the statute from which the power to issue the administrative order derives

The Board derives its authority from the **Municipal Government Act**.

In particular, Section 687 of the **Municipal Government Act** provides the Board with authority to issue a decision on the development permit for the proposed development. This Section provides a list of legislation, plans, policies, bylaws, and regulations that the Board must or may consider, and provides the Board with broad authority to confirm, revoke, or vary the order, decision, or development permit or any condition thereto (or substitute an order, decision, or permit of its own).

Section 688 of the **Municipal Government Act** provides for an appeal of a decision of the Board to the Alberta Court of Appeal, with an application for permission to appeal filed and served within 30 days after the issuance of the Board decision.

Section 640(5) of the **Municipal Government Act** does provide authority for a municipality to create a land use bylaw that allows for planning reapplications after a "cooling off" period, as follows:

A land use bylaw may provide that when an application for a development permit or change in land use designation is refused another application with respect to the same lot

(a) for a development permit for the same or a similar use, or

(b) for a change in land use designation

may not be made by the same or any other applicant until the time stated in the land use bylaw has expired.

Section 16 of the **Rocky View County Land Use Bylaw (C-4841-97)** provides that:

Where an application for a Development Permit is deemed refused or refused by either the Development Authority or Council, or on a refusal from an appeal to the Subdivision and Development Appeal Board; the submission of another application for a Development Permit for the same or similar use on the same parcel by the same or any other Applicant, may not be made for a period of six (6) months from the date of issue of the refusal, except where Council has, by resolution, waived the six (6) month waiting period. The determination of what constitutes same or similar use shall be made by the Development Authority.

With respect, Section 16 only provides an ability to reapply for a refused development permit after a waiting period has passed. It does not preclude the application of the common law doctrine of issue estoppel created against parties in respect of a past development permit as it pertains to a new redesignation, as is the case here.

(b) The Purpose of the Legislation

In **Cameron Corp. v. Edmonton (Subdivision & Development Appeal Board)**,¹³ the Alberta Court of Appeal outlined the purpose of the planning provisions of the **Municipal Government Act** as follows:

[4] The planning provisions of the Municipal Government Act [citation omitted] strike a balance between the traditional common law right of an owner to use its land as it wishes, and the public interest in ensuring orderly urban development:

¹¹ *Sihota*, at 9 - 10.

¹² *Sihota*, at 10.

¹³ **Cameron Corp. v. Edmonton (Subdivision & Development Appeal Board)**, 2012 ABCA 254 (Alta. C.A.) ("*Cameron*")

Purpose of this Part

617 The purpose of this Part and the regulations and bylaws under this Part is to provide means whereby plans and related matters may be prepared and adopted

- (a) to achieve the orderly, economical and beneficial development, use of land and patterns of human settlement, and
- (b) to maintain and improve the quality of the physical environment within which patterns of human settlement are situated in Alberta,

without infringing on the rights of individuals for any public interest except to the extent that is necessary for the overall greater public interest.

[4] Many provisions of the Act support this balancing process. For example, each municipality must have a land use bylaw (s. 639), which must contemplate at least one "permitted" use, but may also allow for discretionary uses (s. 640(2)(b)). The land use bylaws are designed to make it clear to landowners what is expected of them; their rights are not completely subject to administrative discretion. As another example, the municipality may require the dedication of lands for public use, but within limits (ss. 662(2), 666(2)).

[5] On the procedural side, the planning provisions of the Act contain protections for both the landowner and the general public. In many instances public hearings must be held. There are comprehensive appeal rights provided for, including an appeal with leave on a point of law directly to the Court of Appeal (s. 688).

[...]

[7] [...] the granting or denial of development permits can have important consequences for the rights of property owners and their neighbours. Not only is there no privative clause in the Act, the provision of an appeal directly from a subdivision and development appeal board to the Court of Appeal is part of the overall balancing of the rights of the landowners with the public interest. One of the purposes of the Act is to ensure that the property rights of landowners are determined in accordance with the correct interpretation of the statute and bylaws. [...] The appeal provisions of the Act were constructed to ensure that the rights of landowners, to the extent that they rest on an interpretation of the Act or a bylaw, would ultimately be determined by a superior court.¹⁴

Thus, the purpose of the planning provisions of the **Municipal Government Act** involve protections for both the landowner and public, but on the procedural side, the provision of appeal rights from the Board directly to the Alberta Court of Appeal was intended to be comprehensive, as an assurance that the property rights of landowners are determined by a superior court.

(c) The Availability of Appeal.

In *Danyluk*, the Supreme Court of Canada held that when a party fails to take advantage of a potential avenue of review of a decision, that must be counted against the party.¹⁵

In this case, the decision of the Board was issued on September 11, 2019. No appeal of the decision was made to the Alberta Court of Appeal by any party to the decision, and the timeframe to appeal has expired.

(d) The safeguards available to the parties in the administrative procedure

¹⁴ *Cameron Corp. v. Edmonton (Subdivision & Development Appeal Board)*, 2012 ABCA 254 (Alta. C.A.) at 4-7.

¹⁵ *Danyluk*, at 74.

Administrative bodies, being masters of their own procedures, may exclude evidence that a court thinks probative, or act on evidence the court considers less than reliable. Deficiencies in the procedure relating to the first decision could properly be a factor in deciding whether or not to apply issue estoppel.¹⁶

In this case, we submit that the decision of the Board did not contain deficiencies in procedure. No appeal of the Board's decision was taken by any of the parties, including no appeal on any alleged procedural matters.

(e) The expertise of the the administrative decision-maker

In *Danyluk*, the Supreme Court of Canada suggested that issue estoppel may be less appropriate where the administrative decision maker does not have the expertise for the required decision:

*[...] where an attack on an order is based on considerations which are foreign to an administrative appeal tribunal's expertise or raison d'etre, this suggests, though it is not conclusive in itself, that the legislature did not intend to reserve the exclusive authority to rule on the validity of the order to that tribunal.*¹⁷

In *McCauley Community League v. Edmonton (City)*,¹⁸ the Alberta Court of Appeal described the specialized expertise of the Subdivision and Development Appeal Board in the following manner:

[31] I respectfully suggest that judges ordinarily lack much depth of experience and training in such town planning topics, even if one or two judges may have been involved in such topics while in practice as a lawyer. Few judges have been members of planning tribunals such as a Subdivision and Development Appeal Board.

[32] That is why the Legislature calls for specialized Subdivision and Development Appeal Boards, and why it confines appeals from them to questions of law and jurisdiction. It is also why the Supreme Court of Canada has repeatedly instructed courts to accord deference to decisions by expert tribunals. And it is why that deference is to include many questions of interpretation of the expert tribunal's home legislation, and legal questions which heavily involve specialized expertise of the tribunal.

We submit that the Board's expertise is a factor favourable to a finding of issue estoppel in the circumstances.

(f) The circumstances giving rise to the prior administrative proceedings

In *Danyluk*, the Supreme Court of Canada provides an example of this factor, namely an employee invoking an administrative procedure under employment standards legislation at a time of personal vulnerability with job loss looming. In such circumstances, the Court held that it is unlikely that the legislature intended a summary procedure for small claims to become a barrier to a closer consideration of more substantial claims.¹⁹

We respectfully submit that the developer and municipality are not subject to such vulnerable circumstances in the present case. Further, the developer was represented by legal counsel at the Board hearing.

(g) The potential injustice

In *Danyluk*, the Supreme Court of Canada identifies this "final and most important factor" as an exercise that involves the need to "stand back and, taking into account the entirety of the circumstances, consider whether application of issue estoppel in the particular case would work an injustice".²⁰

In the present case, the developer opted not to pursue an appeal of the decision made by the Board to the Alberta Court of Appeal. Instead, the Developer is taking "a second kick at the can" at a planning level by

¹⁶ *Danyluk*, at 75 - 76.

¹⁷ *Danyluk*, at 77.

¹⁸ 2012 ABCA 314 at 31 - 32.

¹⁹ *Danyluk*, at 77.

²⁰ *Danyluk*, at 79.

pursuing the identical development through a Direct Control redesignation to obtain approval of the proposed development uses as "permitted uses." If successful in doing so, the Developer can sidestep the standard of review imposed by an appeal of the Decision to the Alberta Court of Appeal. It also limits our ability to oppose the development, to this written letter and 5 minutes before County Council at a public hearing and without the same recourse to the Board if the development is approved as "permitted uses". In other words, the Developer is utilizing the Direct Control redesignation to do indirectly what it was unable to accomplish directly by its current "Hamlet Commercial District" with "hotel" and "brewery" as discretionary uses.

There may be an argument that the Board's decision did leave open the ability of the Developer to pursue a 3-storey development by way of MSDP. However, and notably, the Developer did not appeal the requirement imposed by the Board for on-site parking only, which effectively restricts the size and density of use of the proposed development. We respectfully submit that the doctrine of issue estoppel applies against both owners and municipalities in respect of this issue. There is a prior Board decision on the issue of parking for the exact same development, which explicit finding should govern the issue of parking in the current redesignation application.

The rejection of issue estoppel in this case would constitute, in a sense, a successful collateral attack on the Board's decision, which has not been impeached by an appeal to the Alberta Court of Appeal. As the Supreme Court of Canada has explained:

The law rightly seeks a finality to litigation. To advance that objective, it requires litigants to put their best foot forward to establish the truth of their allegations when first called upon to do so. A litigant, to use the vernacular, is only entitled to one bite at the cherry. The appellant chose the ESA as her forum. She lost. An issue, once decided, should not generally be relitigated to the benefit of the losing party and the harassment of the winner. A person should only be vexed once in the same cause. Duplicative litigation, potential inconsistent results, undue costs, and inconclusive proceedings are to be avoided.²¹

Taken together, we respectfully submit that, as a discretionary matter, it would be fair and just to apply the doctrine of issue estoppel to the particular circumstances.

²¹ *Danyluk v. Ainsworth Technologies Inc.*, 2001 SCC 44

SCHEDULE C

Property Impact Assessment prepared by
Gettel Appraisals Ltd. updated to
February 3, 2020



GETTEL APPRAISALS LTD.

VALUATION • LITIGATION • ADVISORY • EXPROPRIATION

February 3rd, 2020

Attention: Jennifer Liddle & Craig Nickel

Dear Madam/Sir:

RE: File: 21031
Client: Jennifer Liddle & Craig Nickel
Address: 23 River Drive North, Bragg Creek, Alberta

Within a report prepared under separate cover, and referenced as our file number 21031, Gettel Appraisals Ltd. completed a valuation analysis which addressed the impact on market value relative to the above captioned property emanating from the proposed commercial development of the adjacent property to the south located at 19 River Drive North, Bragg Creek, AB.

In order to consider the market impact, an estimate of market value pertaining to the subject property was completed on April 23rd, 2019, effective prior to completion of the proposed commercial improvements on the adjacent property. A market discount resulting from the presence of the proposed neighboring commercial development was then contemplated based on a case study analysis.

On February 3rd, 2020, the writers completed additional market research in order to determine if the passage of time would have an impact on the value estimates derived within the aforementioned valuation analysis. In the course of completing the appropriate due diligence, the writers have concluded that the time difference between April 23rd, 2019 and February 3rd 2020 would have no impact on the concluded value estimates.

10129 – 161 Street, Edmonton, Alberta T5P 3H9
Phone: 780.429.2323 • Fax: 780.429.3300 • Email: chrisk@gettel.ca scott@gettel.ca

The following pertinent information was concluded within the report prepared under separate cover with a report date of April 23rd, 2019 and this information has been summarized as follows:

The proposed development of the southerly adjacent lot is to include a multi-use commercial space including a restaurant, boutique hotel, micro-brewery with off sales, and coffee roaster. The writers are of the opinion that the development would negatively affect the market value of the subject property and this conclusion has been based on three primary factors which follow:

1. Increase in both pedestrian and vehicular traffic.
2. Increased noise nuisance.
3. Loss of privacy.

In order to determine an appropriate discount pertaining to the subject property resulting from the adjacent commercial development being completed as proposed, three specific case studies were analyzed and these are identified as follows:

LRT Development Study

The first case study investigated the impact of a new LRT line, within the City of Edmonton, to nearby residential properties. This case study resulted in a market discount affecting properties adjacent to the LRT line; which largely stemmed from increased noise and traffic nuisance.

- Indicated Market Discount: 12% - 17%

Windsor Park Case Study

The second case study involved a comprehensive 30-year analysis of sales within the Windsor Park neighborhood within the City of Edmonton. Within this analysis, increased nuisance resulting from adjacency to institutional and commercial facilities as well as adjacency to arterial roads was considered.

- Indicated Market Discount: 8% - 17%

Impact of Sewage Lagoons

The third case study involved market discounts stemming from adjacency to sewage lagoons. The main property impact was that of foul odors.

- Indicated Market Discount 15% - 20%

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

In deriving a market discount for the subject property emanating from the adjacent proposed commercial development, the first two case studies were weighted as these more closely align with the situation at hand. A discount of 15% was considered appropriate and the following calculations identify the impacted valuation of the subject property:

Prior To Adjacent Commercial Development Valuation x % Loss = Value Impact

$$\text{\$490,000.00} \times .15 = \text{\$74,000.00 (rounded)}$$

The preceding implies a value loss to the subject property of **\\$74,000.00 (rounded)** arising from commercial development of the neighboring lot and provides for a total market value of **\\$416,000.00** for the subject property if commercial development of the neighboring property proceeds as proposed.

We trust the foregoing provides a concise summation of the issue at hand and we remain in your service.

Respectfully Submitted,



Scott M. Strang, B.Comm., CRA
Inspected Property: ☒ Yes ☐ No



Chris N. Kroker, B.Comm., AACI
Inspected Property: ☐ Yes ☒ No

PROPERTY IMPACT ASSESSMENT

COMMERCIAL DEVELOPMENT OF 19 RIVER DRIVE NORTH,
BRAGG CREEK, AB23 RIVER DRIVE NORTH
BRAGG CREEK, ALBERTAPREPARED FOR
JENNIFER LIDDLE & CRAIG NICKEL

APRIL 2019

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OUR FILE: 21031

April 23rd, 2019

Jennifer Liddle & Craig Nickel
8904 – 76 Avenue
Edmonton, Alberta
T6C 0J7

Dear Sir/Madam:

RE: Property Impact Assessment Emanating From Commercial
Development of Adjacent Property Located At 19 River Drive
North, Bragg Creek, AB

23 River Drive North, Bragg Creek, AB

In accordance with your instructions, we herewith submit a Property Impact Assessment pertaining to an improved residential property that is municipally addressed as 23 River Drive North, Bragg Creek, Alberta, and that is legally described as follows:

PLAN 1741EW

BLOCK 6

LOT 2

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

The purpose in undertaking this analysis is to provide an estimate of the impact on value pertaining to the subject property emanating from the proposed commercial development of the adjacent property to the south located at 19 River Drive North, Bragg Creek, AB. The proposed development is to include a multi-use commercial space including a restaurant, boutique hotel, micro-brewery with off sales, and coffee roaster. The subject property was inspected on April 15th, 2019. Two effective dates will be considered within this analysis including prior to and upon completion of the proposed commercial development of the adjacent property. The property rights of the "Fee Simple Estate" are being appraised.



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

The subject property comprises a .53 acre lot fronting the Elbow River that is designated for HR-1 – Hamlet Residential Single Family District use. The site has been improved with an 803 square foot bungalow residence and a 504 square foot detached garage. The improvements are estimated to have been constructed in the early 1900's, however have undergone substantial renovations since that time, most notably within the past 4 years where the owners reportedly spent \$120,000.00 in renovations. The existing program of utilization is representative of an optimal use.

The Appraisal Institute of Canada has a Mandatory Continuing Professional Development Program of its members. As at the date of this report, the authors have fulfilled the requirements of this Program and are members in good standing of the Appraisal Institute of Canada.

We hereby certify that Scott M. Strang, B.Comm., CRA personally inspected the subject property and, to the best of our knowledge, the statements contained in this report, subject to the Fundamental Assumptions and Limiting Conditions set forth are true and correct, and that we have no present or contemplated interest in the property.

As a result of our investigations, we have formulated the opinion that the following value loss would apply to the subject property described herein, effective upon completion of the proposed commercial improvements on the neighboring property to the south municipally located at 19 River Drive North, Bragg Creek, AB:

ESTIMATE OF MARKET VALUE:

- PRIOR TO 19 RIVER DRIVE NORTH, BRAGG CREEK, AB
PROPOSED COMMERCIAL DEVELOPMENT: \$490,000.00
- AFTER 19 RIVER DRIVE NORTH, BRAGG CREEK, AB
PROPOSED COMMERCIAL DEVELOPMENT: \$416,000.00
- VALUE LOSS: \$ 74,000.00



Scott M. Strang, B.Comm., CRA
Inspected Property: ☒ Yes ☐ No

Respectfully submitted,



Chris N. Kroger, B.Comm., AACI
Inspected Property: ☐ Yes ☒ No



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

*SUBJECT RESIDENCE – FACING WEST**SUBJECT RESIDENCE – FACING EAST**SUBJECT RESIDENCE - KITCHEN**SUBJECT RESIDENCE – LIVING ROOM**SUBJECT RESIDENCE – WASHROOM**SUBJECT RESIDENCE - BEDROOM*

23 RIVER DRIVE NORTH, BRAGG CREEK, AB



SUBJECT GARAGE - EXTERIOR



SUBJECT GARAGE - INTERIOR



ELBOW RIVER – FACING SOUTH



ELBOW RIVER – FACING NORTH



PUBLIC UTILITY LOT AREA



SUBJECT YARD

23 RIVER DRIVE NORTH, BRAGG CREEK, AB



19 RIVER DRIVE NORTH – FACING WEST



19 RIVER DRIVE NORTH - YARD



BALSAM AVENUE – FACING WEST



RIVER DRIVE NORTH – FACING NORTH

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

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23 RIVER DRIVE NORTH, BRAGG CREEK, AB

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EXECUTIVE SUMMARY

PURPOSE OF APPRAISAL:	To assess the impact on value to the subject property emanating from the proposed commercial development of the adjacent property to the south located at 19 River Drive North, Bragg Creek, AB.
PROPERTY LOCATION:	23 River Drive North Bragg Creek, Alberta
LEGAL DESCRIPTION:	Lot 2, Block 6, Plan 1741EW
SITE AREA:	± .53 Acres
LAND USE DESIGNATION:	HR-1 – Hamlet Residential Single Family District
IMPROVEMENT DESCRIPTION:	The site is improved with a bungalow residence built over a crawlspace and exhibiting an area of 803 square feet in addition to a 504 square foot single detached garage. Since purchasing the property in 2015, the owners have completed significant renovations reported in the amount of \$120,000.00. The site features landscaping in the form of a graveled driveway, mature trees, and fencing surrounding the property. As well the site is situated adjacent to a public utility lot exhibiting exposure to the Elbow River. The public utility lot will be discussed in greater detail later within this report.
HIGHEST & BEST USE:	An optimal program of utilization would involve a continuation of the existing use as a recreational residence that is able to accommodate year-round use.
DATE OF INSPECTION:	April 15 th , 2019



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

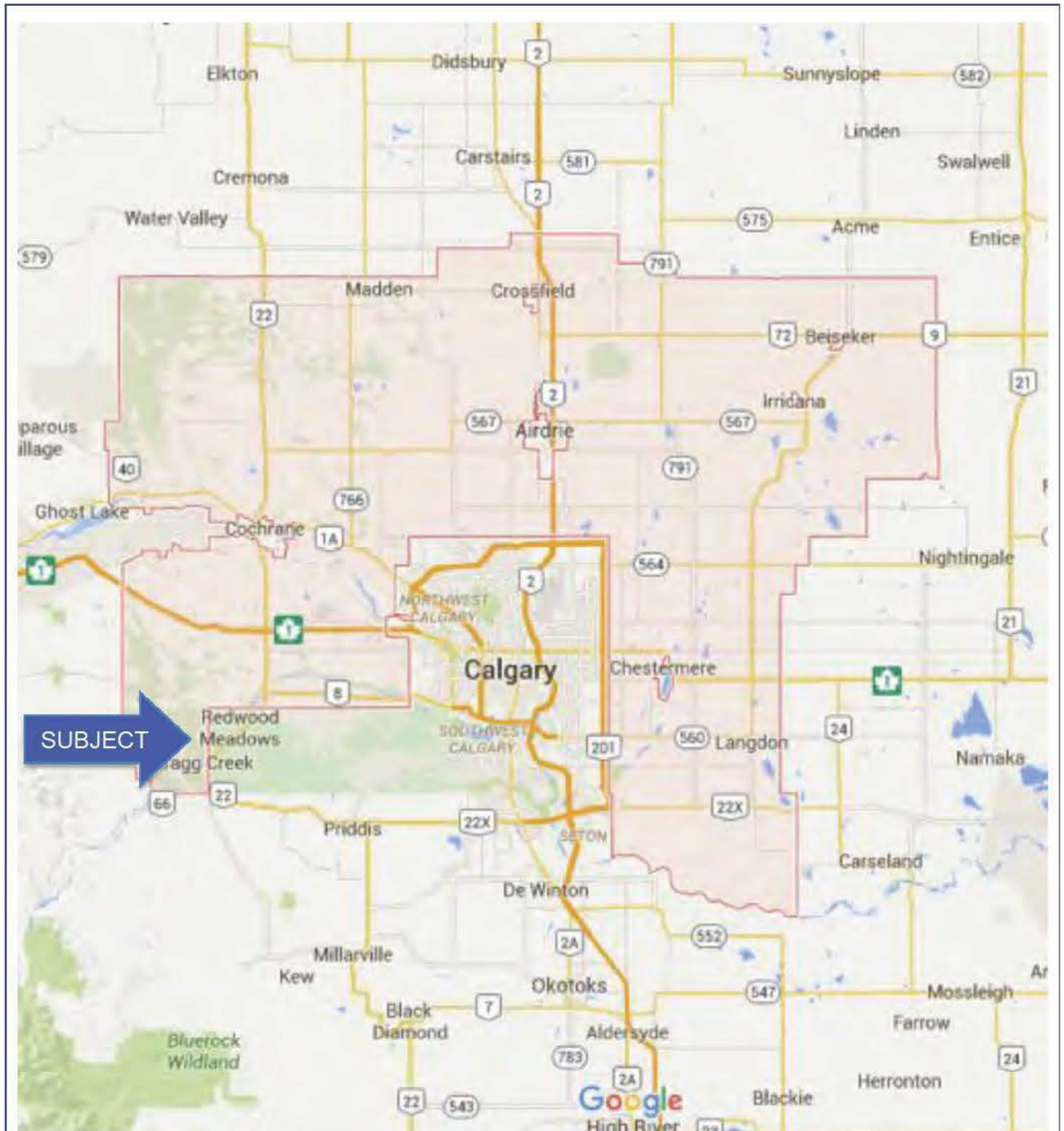
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EFFECTIVE DATES OF ANALYSIS: Prior to and upon completion of the proposed commercial improvements on the adjacent property to the south which is located at 19 River Drive North, Bragg Creek, AB.

DATE OF REPORT: April 23rd, 2019

ESTIMATE OF MARKET VALUE:

➤ PRIOR TO 19 RIVER DRIVE NORTH, BRAGG CREEK, AB COMMERCIAL DEVELOPMENT:	\$490,000.00
➤ AFTER 19 RIVER DRIVE NORTH, BRAGG CREEK, AB COMMERCIAL DEVELOPMENT:	\$416,000.00
➤ VALUE LOSS:	\$ 74,000.00



REGIONAL LOCATION MAP

CITY OF CALGARY AND ROCKY VIEW COUNTY ECONOMIC OVERVIEW

Economic conditions and real estate markets are fundamentally linked. The City of Calgary is the key economic driver within southern Alberta and a general overview of the recent economic performance of the metro area will assist in understanding trends that have been at play within various sectors of the real estate market. The overview will key on a number of leading economic indicators within the City of Calgary and this will be followed by a review of similar economic indicators within Rocky View County.

TABLE 1 CALGARY/ALBERTA REAL GROSS DOMESTIC PRODUCT PERCENTAGE CHANGE		
YEAR	CALGARY	ALBERTA
2000	+3.60%	+6.38%
2001	+3.80%	+2.24%
2002	+3.30%	+2.47%
2003	+3.40%	+3.16%
2004	+4.40%	+4.14%
2005	+5.70%	+5.25%
2006	+6.60%	+6.60%
2007	+3.60%	+4.10%
2008	-1.70%	+1.20%
2009	-4.30%	-4.40%
2010	+2.80%	+3.40%
2011	+3.10%	+2.40%
2012	+3.80%	+3.70%
2013	+3.80%	+3.90%
2014	+4.40%	+4.40%
2015	-2.40%	-3.80%
2016	-3.70%	-2.25%
2017	+6.90%	+6.70%
2018	+2.90%	+3.0%
2019	+2.1%	+2.0%

Source: Statistics Canada, Conference Board of Canada, Province of Alberta & City of Calgary

The period extending between 2000 to year end 2007 represented a very buoyant economic period within Calgary and the province. The economy during this period was being driven by a very strong oil and gas sector, which in turn, was creating a positive climate for virtually all other facets of the economy. Growth between 2000 and 2004 was steady and accelerated during 2005 and 2006.

2008 was a transitional year. This marked the advent of the global financial crisis, which basically emerged in the early fall of 2008. The global financial crisis triggered a dramatic drop in oil prices, which in turn, slowed the provincial economy and City of Calgary economy. 2009 was generally recognized as being a recessionary year.

By 2010, oil prices had recovered and economic conditions within Calgary and the province began to improve. Steady growth was evident between 2010 and 2014.

Late 2014 marked another dramatic shift in economic conditions throughout the province. In the last quarter of 2014, oil prices began a dramatic downward trend. This continued throughout 2015 and resulted in negative growth for both Calgary and the province. Oil prices recovered somewhat during 2016 however, this also marked a period of negative economic growth. 2017 proved to be a year of recovery both within the City of Calgary and the Province of Alberta. Most recently in 2018, the local and regional economies exhibited continued recovery although at reduced levels as compared to 2017 attributable to on-going problems in the oil and gas sector (low prices, pipeline delays, etc.).

TABLE 2 POPULATION GROWTH CALGARY/ALBERTA 2000 - 2018				
	CALGARY		ALBERTA	
YEAR	POPULATION	% CHANGE	POPULATION	% CHANGE
2000	860,749	+2.13%	2,932,963	+4.03%
2001	876,519	+1.83%	2,962,664	+1.01%
2002	904,987	+3.24%	2,993,638	+1.04%
2003	922,315	+1.91%	3,034,362	+1.36%
2004	933,495	+1.21%	3,066,257	+1.04%
2005	956,078	+2.42%	3,182,178	+3.78%
2006	988,193	+3.36%	3,290,350	+3.40%
2007	1,019,942	+3.21%	3,416,350	+3.50%
2008	1,042,892	+2.25%	3,433,145	+2.35%
2009	1,065,455	+2.16%	3,584,648	+4.41%
2010	1,071,515	+0.56%	3,609,319	+0.69%
2011	1,090,936	+1.81%	3,651,143	+1.16%
2012	1,120,225	+2.68%	3,699,939	+1.33%
2013	1,149,552	+2.62%	3,759,038	+1.60%
2014	1,195,196	+3.97%	3,966,875	+5.52%
2015	1,230,915	+2.99%	4,196,457	+5.79%
2016	1,235,171	+0.34%	4,206,927	+0.02%
2017	1,246,337	+0.09%	4,261,116	+1.29%
2018	1,267,344	+1.69%	4,330,206	+1.62%

Source: City of Calgary, Province of Alberta



The population of the City of Calgary surpassed one million people in 2007 and steady growth had been evident between 2000 and 2007. Continued growth was evident from 2008 on although growth slowed during 2010 as a result of the two previous years of economic recession. Growth once again was curtailed in 2016 and 2017 as a result of the recent past economic downturn. While growth was evident, this was primarily driven by natural births. There was a negative net migration of residents to the city in 2016 and a minimal positive net migration in 2017 at 974 persons. Most recently in 2018, growth has renewed being tied with the economic recovery and a positive net migration of 11,588 persons was recorded.

Table 3 Oil/Natural Gas Prices 2005 - 2018		
YEAR	WORLD OIL PRICE (US \$/BBL)	ALBERTA NATURAL GAS PRICES (\$/GJ)
2005	\$ 63.38	\$8.56
2006	\$ 66.02	\$6.22
2007	\$ 72.32	\$5.88
2008	\$ 99.66	\$6.25
2009	\$ 61.82	\$3.63
2010	\$ 79.53	\$3.57
2011	\$ 95.12	\$3.28
2012	\$ 90.13	\$3.46
2013	\$105.48	\$3.87
2014	\$ 53.27	\$3.19
2015	\$ 36.35	\$2.34
2016	\$ 53.41	\$3.30
2017	\$ 52.51	\$3.00
2018	\$ 70.66	\$2.85

Source: Province of Alberta

Oil prices were generally on a rising trend between 2005 reaching a peak in early 2008. Prices once again declined dramatically in the second half of 2008 and this is reflected in a much lower average price in 2009. A trend towards firming during 2010 to 2013 is again evident. As highlighted, prices dropped substantially in the final quarter of 2014 and were very low in 2015. There was a modest recovery in 2016 which was generally maintained through 2017. Oil prices were at an increased level throughout the majority of 2018 as shown by the higher average price illustrated in the chart above. However, oil prices decreased notably in the 4th quarter of 2018 and now currently sit at a reduced level consistent again with 2016 and 2017 prices. Natural gas prices generally peaked between 2005 and 2008. Prices have been soft since that



time, reaching a low point in 2015, with recovery being evident in 2016 and a stabilization in 2017. Prices again slipped in 2018. Of particular note during the last quarter of 2018 was the price differential between Western Canada Select and world prices. As a result of a wide differential the province opted to reduce production. This has improved the price differential.

TABLE 4 CALGARY JOB CREATION 2000 - 2018	
YEAR	JOB CREATION
2000	23,600
2001	24,200
2002	1,500
2003	16,400
2004	37,500
2005	29,300
2006	33,400
2007	9,600
2008	32,300
2009	(17,200)
2010	5,400
2011	20,000
2012	28,900
2013	31,200
2014	18,500
2015	13,700
2016	(72,700)
2017	26,500
2018	4,500

Source: Statistics Canada Labor Force Survey

TABLE 5 CALGARY/ALBERTA UNEMPLOYMENT RATES 2000 - 2018		
YEAR	CALGARY UNEMPLOYMENT RATE	ALBERTA UNEMPLOYMENT RATE
2000	4.1%	5.0%
2001	4.5%	5.1%
2002	5.7%	5.1%
2003	5.6%	5.2%
2004	4.8%	4.5%
2005	4.4%	4.0%
2006	2.7%	3.2%
2007	2.9%	3.2%
2008	3.8%	4.2%
2009	6.6%	6.6%
2010	6.9%	5.5%
2011	5.5%	4.9%



2012	4.8%	4.5%
2013	4.4%	4.7%
2014	4.5%	4.7%
2015	6.3%	7.0%
2016	9.4%	8.5%
2017	8.7%	7.0%
2018	7.7%	6.8%

Source: Statistics Canada Labor Force Survey

Between 2000 and 2008, the City of Calgary was characterized by relatively strong job creation. 2009 was an exception as a result of the economic downturn that was evident during that year. The job market recovered in 2010 and was strong leading into 2014. Growth was still evident in 2015 albeit at a reduced level however, 2016 was characterized by significant job losses. The unemployment rate spiked to a recent high at 9.4% as of year end of 2016. However, with positive job creation in 2017 and 2018, the unemployment rate has declined slightly. Similarly, the Alberta unemployment rate also spiked at year end 2016 but improved in 2017 and 2018 as the economy has begun to recover.

TABLE 6 CALGARY BUILDING PERMIT STATISTICS 2000 - 2018 (\$'000's)		
YEAR	TOTAL	% CHANGE
2000	2,063,940	+19.01%
2001	1,966,766	- 4.70%
2002	2,289,849	+16.42%
2003	2,444,331	+ 6.74%
2004	2,449,449	+ 0.21%
2005	3,602,151	+47.05%
2006	4,767,623	+32.35%
2007	5,615,995	+17.79%
2008	4,142,099	-26.24%
2009	3,660,000	-11.64%
2010	2,910,000	-20.49%
2011	4,540,000	+56.01%
2012	4,480,000	- 1.32%
2013	6,050,000	+35.04%
2014	6,510,000	+ 7.60%
2015	6,229,000	- 4.31%
2016	4,660,000	-25.18%
2017	4,580,000	- 1.72%
2018	4,402,000	- 3.89%

Source: City of Calgary

Construction activity grew at a rapid pace between 2000 reaching a peak in 2007. Activity subsided with the economic down years between 2008 and 2010 however, resumed substantially in 2011 and peaked in 2014. 2015 was a reasonably active year however, as a result of the economic downturn, there was a dramatic drop in construction of 25.18% in 2016 and this depressed level of activity continued through 2017 and 2018 as building activity, particularly non-residential, tends to take time to react to economic changes.

TABLE 7 CITY OF CALGARY HOUSING STARTS 2000 - 2018	
YEAR	TOTAL
2000	11,093
2001	9,931
2002	14,254
2003	11,911
2004	13,213
2005	13,572
2006	14,133
2007	10,947
2008	9,600
2009	4,953
2010	7,295
2011	7,726
2012	10,301
2013	9,380
2014	13,833
2015	10,128
2016	7,516
2017	9,451
2018	9,350

Source: Canada Mortgage & Housing Corporation

The residential market between 2000 and 2006 was exceptionally strong and starts peaked in 2006. There was a decline in activity in 2007, particularly during the second half of the year and this carried over into 2008. With the economy being recessionary in 2009, housing starts reached a recent low. The market began to recover in 2010 and reached another recent peak in 2014. Activity then declined through 2015 and 2016 as the economic downturn took hold. In 2017 and 2018 however, housing starts have rebounded with the economic recovery.

TABLE 8 APARTMENT VACANCY RATES CALGARY METROPOLITAN AREA 2000 - 2018	
YEAR	VACANCY RATE
2000	1.3%
2001	1.2%
2002	2.9%
2003	4.4%
2004	4.3%
2005	1.6%
2006	0.5%
2007	0.7%
2008	2.1%
2009	5.3%
2010	3.6%
2011	1.9%
2012	1.3%
2013	1.0%
2014	1.4%
2015	5.3%
2016	7.0%
2017	6.3%
2018	3.9%

Source: Canada Mortgage & Housing Corporation

Vacancy levels reached historic lows during the strong economic growth periods of 2006 and 2007. The rate spiked in 2009 as a result of the economic downturn and again, was relatively low during the periods of strong growth between 2011 and 2014. Coinciding with the economic downturn, 2015 and 2016 exhibited increasing vacancy levels and 2016 represents a recent peak. Vacancy levels declined in 2017 and 2018 consistent with the economic recovery.

TABLE 9 CITY OF CALGARY YEAR END OFFICE VACANCY RATES 2000 - 2018		
YEAR	DOWNTOWN VACANCY RATE	SUBURBAN VACANCY RATE
2000	11.50%	9.70%
2001	10.80%	11.80%
2002	13.80%	15.10%
2003	12.40%	15.30%
2004	8.40%	12.10%
2005	2.10%	7.60%
2006	0.50%	1.90%
2007	3.40%	3.80%
2008	5.20%	8.10%
2009	15.50%	15.70%
2010	13.00%	13.60%
2011	5.70%	9.50%
2012	5.70%	12.40%
2013	9.01%	11.00%
2014	8.50%	10.10%
2015	18.10%	16.00%
2016	25.00%	21.80%
2017	27.47%	19.19%
2018	26.45%	20.74%

Source: CB Richard Ellis, Colliers

Office vacancy levels both within the Downtown core and suburban sector reached a low point during 2006 and 2007. Vacancy rates in both categories spiked in 2009 as a result of the economic downturn. Recovery was evident after 2010. With the economic downturn in 2015, vacancy levels have again spiked and have reached recent highs, particularly within the Downtown core, and remained at a high level through 2018.

TABLE 10 CITY OF CALGARY YEAR END INDUSTRIAL VACANCY RATES 2000 - 2018	
YEAR	VACANCY RATE
2000	3.06%
2001	3.30%
2002	5.40%
2003	4.40%
2004	3.90%
2005	2.30%
2006	0.80%
2007	0.90%
2008	3.10%

2009	5.20%
2010	3.80%
2011	3.10%
2012	2.70%
2013	5.10%
2014	3.80%
2015	6.00%
2016	7.70%
2017	7.00%
2018	6.30%

Source: CB Richard Ellis

The industrial sector has performed very well for an extended period of time. Vacancy levels reached historic lows during 2006 and 2007. There was an increase in 2009 as a result of the soft economy and levels again declined to a recent low of 2.7% in 2012. Vacancies increased in 2013 as a result of a sharp increase in new construction. Absorption however was strong in 2014. With the economic downturn of 2015 and substantial new construction occurring at the time, vacancies escalated and the year end 2016 vacancy represents a recent high. Slow recovery has been evident over the past two years as economic conditions have improved.

TABLE 11 CITY OF CALGARY YEAR END RETAIL VACANCY RATES 2003 - 2018	
YEAR	VACANCY RATE
2003	4.70%
2004	3.30%
2005	2.90%
2006	1.50%
2007	1.90%
2008	1.80%
2009	2.30%
2010	2.40%
2011	1.90%
2012	2.40%
2013	3.00%
2014	2.70%
2015	4.70%
2016	4.19%
2017	6.50%
2018	5.60%

The retail market has been performing exceptionally well throughout the time frame analyzed. Vacancies reached historic lows in the 2006 to 2008 time frame and have generally remained low since that time. Even with the weak economic conditions of 2015 and 2016, vacancies have remained low with the spike in both 2015 and 2017 primarily influenced by noticeable chain closures such as Target and Future Shop in the former and Sears in the latter.

In summary, between 2000 and 2008, there was a rapid expansion within the City of Calgary that was facilitated through the location of more head offices to the city, heightened energy sector activity, the establishment of new large and medium sized manufacturing plants of a diverse nature, the expansion of existing manufacturing and processing facilities, significant expansions in the wholesale and retail sectors, large increases in business services activity and stimulated construction activity. The economy was recessionary in 2009. The market was characterized by recovery and strong growth between 2010 and 2014. This situation however altered dramatically in 2015 with the drop in world oil prices which substantially weakened economic conditions both within Calgary and the province. However, a recovery commenced in 2017 coinciding with improving economic conditions and growth continued, albeit at a limited rate, through 2018. Continued slow growth is anticipated throughout 2019.

The following tables will highlight recent activity levels within Rocky View County:

Table 12
Rocky View County
Population Change
1986 - 2016

YEAR	POPULATION	% CHANGE
1986	17,484	-
1991	19,888	+13.75%
1996	23,326	+17.29%
2001	30,688	+31.56%
2006	34,597	+12.74%
2011	36,461	+ 5.38%
2013	38,055	+ 4.37%
2016	39,407	+ 3.55%

Table 13
Rocky View County Building Permit Statistics
2005 – 2019 (March)
(\$000's)

YEAR	RESIDENTIAL	INDUSTRIAL	COMMERCIAL	INSTITUTIONAL	TOTAL	HOUSING STARTS
2005	184,806	51,915	2,738	2,179	240,908	333
2006	194,540	58,114	6,226	1,465	260,345	416
2007	273,456	66,158	87,713	12,889	440,216	475
2008	173,123	53,275	28,184	5,945	260,527	217
2009	143,089	56,572	78,303	1,102	279,068	228
2010	187,599	17,296	16,444	15,680	237,019	285
2011	141,442	105,034	17,607	10,623	274,706	207
2012	227,933	50,048	8,865	5,283	292,129	313
2013	193,937	86,845	16,515	5,731	303,028	247
2014	256,345	96,994	21,457	1,285	376,081	287
2015	204,928	77,472	24,444	1,582	308,778	245
2016	178,106	53,170	42,109	19,499	292,884	215
2017	202,662	114,205	10,391	2,605	329,863	299
2018	220,382	162,904	10,958	5,082	399,326	285
2019 (March)	30,515	9,654	2,508	50	42,727	42

Strong population growth has clearly been evident in Rocky View County between 1986 and 2006. Growth slowed between 2006 and 2016. Typical of the Calgary Metro Area, housing starts in Rocky View County peaked in 2006 and 2007 and declined in 2008 and 2009. Recovery was evident in 2010 however, there was once again a decline in 2011. Commercial and industrial construction activity have been strong over the past 5 years and of particular note in terms of growth in these sectors has been the development of the Balzac area. This has included the Cross Iron Mills Regional Shopping Centre and extensive industrial development occurring within industrial parks and surrounding areas. Despite the softening economic conditions, there was a reasonable volume of construction activity during 2016. Overall activity for 2016 was down 5% as compared to 2015 but was 22% below the peak achieved in 2014. Economic recovery commenced in 2017 and there was a noticeable uptick in construction activity. This held true in 2018 and is expected to continue throughout 2019.



MARKET AREA ANALYSIS

Bragg Creek is situated within the southwest portion of the M.D. of Rocky View County. With a population of 39,407 residents as of 2016, the County is the most populous municipal district in Alberta. Though predominantly rural in nature, Rocky View County includes 14 hamlets, one of which includes Bragg Creek.

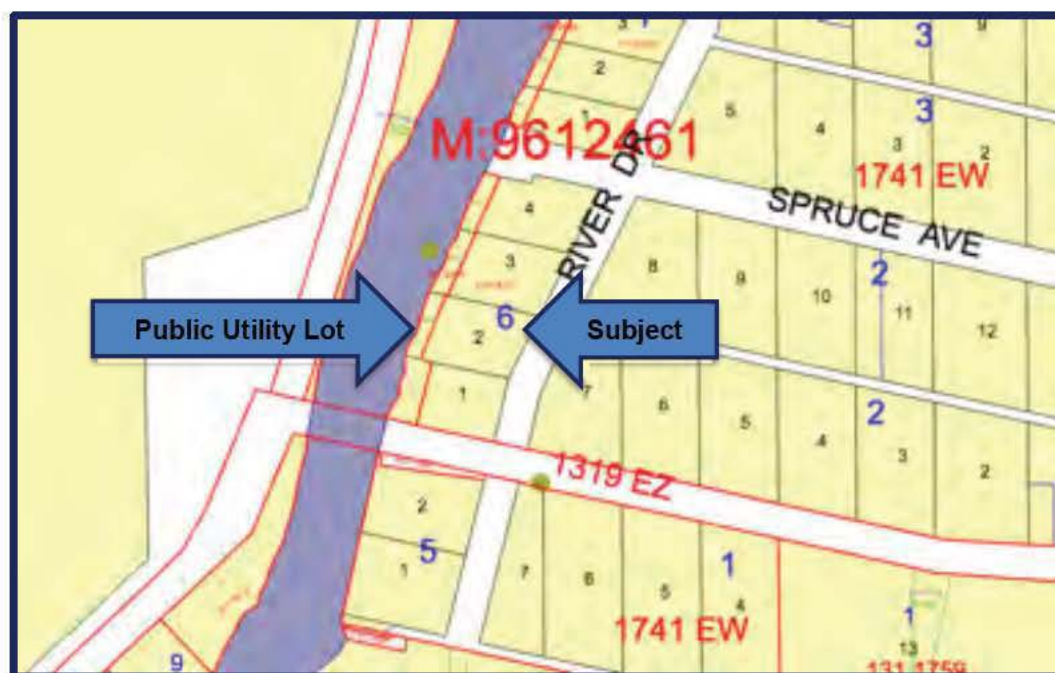
Bragg Creek is situated at the confluence of the Elbow River and Bragg Creek, 30 km west of the City of Calgary, and accessed via Highway 22 or Highway 758. The population of Bragg Creek was 589 as of the 2016 census.

While Bragg Creek originated as a ranching community, the economy of the Hamlet is now predominantly reliant on tourism. This has resulted from the close proximity of Bragg Creek to the City of Calgary as well as the numerous outdoor recreational activities available at the nearby Bragg Creek Provincial Park to the south and Kananaskis to the southeast. Bragg Creek has commercial amenities considered typical for a hamlet of this size.

In 2005, Bragg Creek experienced flooding from the Elbow River and residents were put on a flood watch and eventual voluntary evacuation. Many buildings within the Hamlet were damaged in this event. As a result of the concerns for potential future flooding, Rocky View County has implemented flood mitigation projects in order to protect lands against the impact of flooding of the Elbow River. In consideration of the same and by virtue of a public utility lot purchase and designation agreement, Rocky View County has recently purchased 0.091 acres from the west portion of the subject site, which fronts the river, in order to complete flood mitigation works.

Properties in the area are fully serviced to municipal standards inclusive of power, telephone, natural gas, water, and sanitary sewer. Roads in the area are paved. Drainage is handled via open roadside ditches.

SITE REVIEW



AREA/SHAPE

The subject site is an interior lot exhibiting an area of ± 0.53 acres. As previously described within the Market Analysis section of this report, Rocky View County has purchased a .091 acre strip of land from the subject owners. This land, now designated as a public utility lot, is situated west of the subject site along the Elbow River and was purchased in order to allow for future flood mitigation. The subject lot is generally rectangular in shape.

TOPOGRAPHY/SOILS

The site is generally level in topography. As noted, Rocky View County has recently purchased a 0.091 portion of the subject lands in order to mitigate future flooding and has redesignated the purchased land as a public utility lot. Erosion was evident along the banks of the Elbow River at the western portion of this lot. However, no topographical concerns in relation to the subject lot were apparent. It is of note however that should the County not complete flood mitigation works, further erosion of the public utility lot could affect the subject property in the future. The completion of soil tests was not within the scope of this analysis. Given the maturity of the area and development in place, the assumption is being made that there are no soil issues.

Similar to the above, the completion of an environmental assessment was not within the scope of this analysis. The assumption is therefore being made that there are no environmental issues. No obvious concerns were noted in completing the inspection. Gettel Appraisals Ltd. however are not environmental experts. If a detailed assessment by a recognized authority did confirm contamination problems, any value estimates derived within the context of this report could be rendered invalid.

ACCESS

The subject property is situated fronting River Drive North, west of Balsam Avenue. Roadways are paved and the subject site entails a graveled driveway.

UTILITIES

The site has access to the full municipal servicing standard which includes electricity, natural gas, telephone, water, and sanitary sewer.

TITLE/ENCUMBRANCES

Included as Exhibit B in the Addenda of this report is a copy of the current Certificate of Title for the subject site. There are a total of three instruments registered against the title. The first instrument relates to a caveat registered in 1939 by the Director of Town Planning that approved the registration of the subject plan and indicates regulations in regard to subdivision of land. The second instrument is a mortgage in favor of Scotia Mortgage Corporation with an original principal amount of \$436,000.00. The third instrument is a caveat registered in 2019 regarding a purchasers interest in favor of Rocky View County. This relates to the aforementioned purchase and designation agreement of the public utility lot comprising 0.091 acres of the western portion of the subject lands for the purpose of flood mitigation works. The encumbrances registered against title have no bearing on the use, marketability, saleability, or the conclusions arrived at herein.

ASSESSMENT AND TAXES

- 2019 Assessment: \$441,400.00
- 2018 Property Taxes: \$ 2,251.75

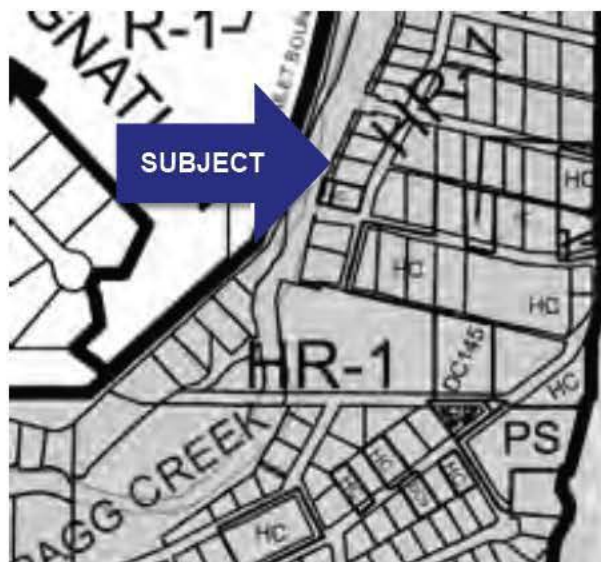
*2019 mill rate not yet released.



HISTORY OF OWNERSHIP

According to the Certificate of Title, the registered owners are Craig Ronald Nickel and Aaron Travis Matushyk each as to an undivided 50% interest. The last activity referred to the June 2015 transfer of the property for an indicated consideration of \$400,000.00. Since that time, the owners indicated that \$120,000.00 has been spent on renovations. As previously indicated, a signed purchase and designation agreement, in addition to a caveat on the subject title registered March 4th, 2019, indicated that Rocky View County purchased 0.091 acres of the western portion of the subject site fronting the Elbow River for purposes of flood mitigation works. Consideration paid for this portion of the subject land was \$266,809.46; which includes consideration for the market value of the partial requirement, injurious affection, damages, and temporary work space. There have been no other known transactions or marketing of the subject within the last 36 months.

ZONING DESIGNATION



Zoning Designation:	HR-1 – Hamlet Residential Single Family District
Purpose:	The purpose of this district is to provide for single family residential development.
Uses:	Permitted and discretionary uses include, single detached dwellings, bed and breakfast homes, etc.
Regulations:	For an in depth review, reference is made to Exhibit C.
Conformity:	A review of the subject property in relation to the Bylaw would

indicate that the subject is in conformity.

FLOOD MITIGATION WORKS



As noted within the market area analysis section, Rocky View County has implemented flood mitigation projects in order to ensure that flooding of the Elbow River does not impact surrounding properties. As a result, the County recently purchased a 0.091 acre portion of the subject lands fronting the Elbow River to be designated as a public utility lot in order to construct and maintain the flood mitigation works. Reference is made to the above visualization of the preliminary design of the proposed flood mitigation project which will be constructed on the public utility lot adjacent to the subject land and Elbow River.

Resulting from the public utility lot sale, the subject owners no longer own the portion of lands that front the Elbow River which could present injurious affection to the remaining lands thereby impacting the market value of the subject property. The preliminary conceptual designs proposed for the public utility lot adjacent to the subject essentially involve a retaining wall along the river bank. However, the project as proposed will involve a staircase to view the Elbow River in addition to a sodded area for enjoyment.

While considering the loss of ownership of this portion of lands by the subject owners, the project could provide for a positive impact on the remaining lands given the mitigation of flooding in addition to the continued ability of the subject owners to view the river from the area that will be terraced. As such, while the smaller lot size of the remaining lands would impact value, the writers are of the opinion that loss of river use or view for the remaining lands would not to be a value impacting factor given the conceptual plans in place.

Improvements within the public utility lot area include a 144 square foot bungalow guest house and a wood deck. At the time of inspection, the subject owners continued to have use of these improvements and this presumably would continue until the commencement of the flood mitigation works. However, given that these improvements are situated within the public utility lot purchased by Rocky View County, they will not be included within this analysis or the resulting market value.

DESCRIPTION OF IMPROVEMENTS

The following description and analysis of the subject improvements is based on an interior and exterior inspection completed on April 15th, 2019. The reader is referred to the photographs of the subject property presented at the beginning of this report to assist in visualizing the improvements.

DESIGN/AREA

The west face of the residence fronts a public utility lot owned by Rocky View County and the Elbow River is located west of the public utility lot. There are two buildings on the subject site which include an 803 square foot bungalow residence with a crawlspace and 504 square foot detached garage.

Bungalow – (803 sq. ft.)

This structure is a log home built over a wood foundation. The exterior entails log construction and wood shakes, vinyl windows, majority metal roofing, and a 90 square foot portion comprises asphalt shingle roofing. Plumbing/mechanical entails a forced air furnace and hot water is provided via a tankless hot water heater. Access is provided via two man-doors. The layout consists of a kitchen, living room, dinette, bedroom, and 4-piece bathroom. Notable renovations/features of this structure include, but are not necessarily limited too; newer metal roofing, newer windows, laminate and newer butcher block kitchen countertops, tile kitchen backsplash, built in dishwasher, wood fireplace with floor to ceiling stone surround, renovated washroom, newer light fixtures and accessories, newer laminate flooring, upgraded electrical, etc.

Garage (504 sq. ft.)

The garage is of log construction built over a dirt floor and the roofing entails asphalt shingles. Access is provided via a swinging garage door.

AGE/CONDITION

The improvements are estimated to have been constructed in the early 1900's. However, substantial renovations have been completed since that time, most notably within the past four years at which time the owners reportedly spent \$120,000.00 in renovations. The newer condition and quality of the improvements as related to the estimated chronological age was evident at the time of inspection. An effective age of

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

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40 years will apply and a typical economic life span is 60 years, indicating a remaining economic life of 20 years.

SITE IMPROVEMENTS

The site features a graveled driveway, concrete sidewalk blocks, a swinging gate, fencing surrounding the property, as well as mature trees throughout the property.

HIGHEST AND BEST USE

The concept of “Highest And Best Use” may be defined as follows:

“That reasonable and probable use which will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest value.”

ANALYSIS

- The subject property is located within a Hamlet in an area characterized almost exclusively by low density residential land use. The current program of utilization in place conforms with the land use criteria.
- The site is of a sufficient size so as to accommodate low density residential use.
- The improvements evident are in good condition with renovations completed and would present an extended remaining economic life span.
- Land values are not to the point where any redevelopment of the site would be contemplated over the foreseeable future.

The writers have ultimately concluded that a continuation of the existing use as an improved residential holding would be representative of an optimal use. In the event the site was vacant, some form of low density residential use, similar to that in place, would represent an optimal use.

APPRAISAL METHODOLOGY

Two approaches to value will be applied in order to derive an estimate of market value for the subject property prior to development of the proposed commercial improvements located at the southerly adjacent lot (19 River Drive North, Bragg Creek, AB). These two approaches to value include the Cost Approach and Direct Comparison Approach.

The Cost Approach is typically the first approach to value undertaken with regard to residential properties. This involves analyzing the property on a two part basis or the land and buildings as separate components. Land is valued via the Direct Comparison Approach and the value of the buildings are derived by deducting all forms of accrued depreciation from the estimated reproduction cost or replacement cost new of the improvements.

The Direct Comparison Approach involves contrasting the subject property to similar properties which have sold in the open market. Adjustments are made for differing factors.

Both approaches to value will be considered in this instance. The valuation in this regard will be undertaken using a Complete Residential Appraisal – Summary Report format.

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APPROACHES TO VALUE

A) COST APPROACH

LAND:	\$ 375,000.00
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BUNGALOW RESIDENCE: 803 Sq. Ft. @ \$220.00/Sq. Ft. =	\$176,660.00
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GARAGE 504 Sq. Ft. @ \$ 45.00/Sq. Ft. =	<u>\$ 22,680.00</u>
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TOTAL COST OF IMPROVEMENTS:	\$ 199,340.00
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DEPRECIATION: \$199,340.00 @ 47%	<u>(\$ 93,690.00)</u>
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PHYSICAL <u> X </u> FUNCTIONAL <u> </u> ECONOMIC <u> </u>

DEPRECIATED COST OF IMPROVEMENTS INCLUDING LAND:	\$ 105,650.00
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EXTRAS (DEPRECIATED VALUES)

Landscaping	\$15,000.00
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Special Features	<u>\$10,000.00</u>
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\$ 25,000.00

VALUE OF PROPERTY BY COST APPROACH:	\$ 504,350.00
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ROUNDED TO:	\$ 505,000.00
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B) DIRECT COMPARISON APPROACH

COMPARABLE NO.	SUBJECT	1	2	3
				
ADDRESS:	23 River Drive North, Bragg Creek	64 Yoho Tinda Road, Bragg Creek	40 White Avenue, Bragg Creek	164 Wintergreen Road, Bragg Creek
SALE PRICE:	n/a	\$370,000.00	\$495,000.00	\$505,000.00
SALE DATE:	n/a	Oct 24, 2018	Feb 6, 2018	Feb 27, 2017
NEIGHBOURHOOD:	Bragg Creek	Bragg Creek	Bragg Creek	Bragg Creek
D.O.M:	n/a	84	75	39
SITE SIZE:	.53 Acres	.59 Acres	.50 Acres	1.45 Acres
BUILDING TYPE:	Single Family	Single Family	Single Family	Single Family
DESIGN/STYLE:	Bungalow	Bungalow	Bungalow	Bungalow
AGE/CONDITION:	1979 eff. / Avg	1967 / Avg	1965 / Avg	1973 / Avg
LIVING AREA:	803 Sq.Ft.	849 Sq.Ft.	1,048 Sq.Ft.	1,107 Sq.Ft.
	Total Bdrms	Total Bdrms	Total Bdrms	Total Bdrms
ROOM COUNT:	4 1	4 1	6 3	5 2
BATHROOM COUNT:	1F	1F	2F	2F 1P
BASEMENT:	Crawl Space	Crawl Space	F/Fin Walkout	F/Fin Walkout
PARKING:	Dbl. Det. Garage	No Garage	2 x Sgl. Det. Garage	Dbl. Det. Garage
UPGRADES:		Inferior	Superior	Similar
SITE INFLUENCE:	River View	n/a	n/a	n/a

ADJUSTMENTS

SALE PRICE:	-	\$370,000.00	\$495,000.00	\$505,000.00
SALE DATE:	-	-	-	-
NEIGHBOURHOOD:	-	-	-	-
SITE SIZE:	-	-	-	-\$20,000.00
BUILDING TYPE:	-	-	-	-
DESIGN/STYLE:	-	-	-	-
AGE/CONDITION:	-	-	-	-
LIVING AREA:	-	-\$2,000.00	-\$11,000.00	-\$14,000.00
BATHROOM COUNT:	-	-	-\$2,000.00	-\$4,000.00
BASEMENT:	-	-	-\$35,000.00	-\$35,000.00
PARKING:	-	+\$7,000.00	-	-
UPGRADES:	-	+\$50,000.00	-\$20,000.00	-
SITE INFLUENCE:	-	+\$60,000.00	+\$60,000.00	+\$60,000.00
COMPOSITE ADJUSTMENT:	-	\$115,000.00	-\$8,000.00	-\$13,000.00
ADJUSTED SALE PRICE:	-	\$485,000.00	\$487,000.00	\$492,000.00

GENERAL DISCUSSION ON SALES DATA

1. 1967 built bungalow located in the subject Hamlet of Bragg Creek. Upward adjustments were required to account for the lack of a garage, overall lesser upgrades/renovations, and lesser site influence given that this property does not exhibit exposure to the Elbow River. A minor downward adjustment was required to account for the larger living area.
2. 1965 built bungalow located in the subject Hamlet of Bragg Creek. An upward adjustment was required to account for the lesser site influence given that this property does not exhibit exposure to the Elbow River. Downward adjustments were required to account for the larger living area, greater bathroom count, fully finished walkout basement, and overall superior upgrades in comparison to the subject.
3. 1973 built bungalow located in the subject Hamlet of Bragg Creek. An upward adjustment was required to account for the lesser site influence given that this property does not exhibit exposure to the Elbow River. Downward adjustments were required to account for the larger site size, larger living area, greater bathroom count, and fully finished walkout basement,

VALUE OF PROPERTY BY**DIRECT COMPARISON APPROACH:****\$490,000.00**

RECONCILIATION AND FINAL VALUE ESTIMATE

The Direct Comparison Approach is the preferred indicator of value with the Cost Approach being supportive. All comparables are situated within the Hamlet of Bragg Creek. An adjustment was made to the comparables to account for the subject's exposure to the Elbow River. It is of note that Rocky View County recently purchased the western portion of the subject site fronting the river. However, this public utility lot is being utilized for flood mitigation purposes and planning in place indicates that the subject will still exhibit a view of and access to the Elbow River warranting an upward adjustment to the comparables. Given the relatively small size of Bragg Creek and limited comparable sales, an extended time-frame was analyzed. However, the market has been generally stable over this period and no adjustments for time are warranted. After making appropriate adjustments, all comparables used reflect an indication of value for the subject.

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

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RECONCILIATION AND FINAL ESTIMATE OF VALUE

The following will summarize the value estimates derived for the subject property:

- | | |
|-------------------------------|--------------|
| - Cost Approach: | \$505,000.00 |
| - Direct Comparison Approach: | \$490,000.00 |

The Direct Comparison Approach will be weighted and the final estimate of value is \$490,000.00 effective prior to the completion of the proposed commercial development of the adjacent property located at 19 River Drive North, Bragg Creek, AB.



PROJECT OVERVIEW

Within this section of the report, the proposed commercial development of the property adjacent to the subject will be summarized. In addition, the impact to the subject property and concerns related to the adjacent commercial development will be reviewed.

The situation at hand has arisen from proposed commercial development located at 19 River Drive North, Bragg Creek, AB; which is located directly south of the subject property. The proposed development will be a 41-foot tall, 3-storey structure that is to include a multi-use commercial space including a restaurant, 21 room hotel, micro-brewery with off sales, and coffee roaster. In this regard, reference is made to Exhibit C which includes building plans for the proposed development.

The following photographs will provide a visualization of the subject and neighboring property at the current state.



19 River Drive North, Bragg Creek, AB



Aerial Photograph

As visualized in the previous two photographs, the immediate area surrounding the subject property consists of residential dwellings on well-treed lots allowing for privacy and quiet enjoyment of the properties. The subject fronts River Drive North and traffic counts were not available within Bragg Creek. However, River Drive North comprises a relatively short dead-end residential road and observations by the appraiser at the time of inspection would confirm that very low traffic is evident. As well, on-street parking is not allowed on River Drive North.

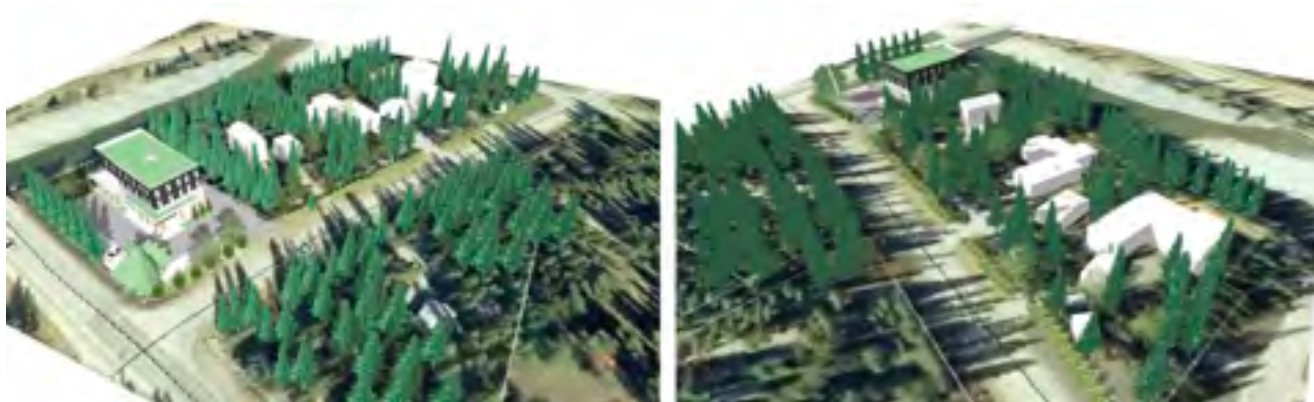
The writer would also note that, aside from the redesignation of 19 River Drive North as HC – Hamlet Commercial District, all other lots along River Drive North are designated for residential use and entail HR-1 – Hamlet Residential Single Family District zoning. This would certainly suggest that commercial use in general does not conform to the land use in place for surrounding properties.

POST COMMERCIAL DEVELOPMENT CONCERNS

A substantial concern with regard to the proposed commercial development relates to the likelihood of an increase in both pedestrian and vehicular traffic. As indicated, River Drive North currently comprises a relatively low-traffic dead end road allowing access to residential properties situated on the east and west side of the road and it is expected that the commercial development would lead to increased pedestrian and vehicular traffic along River Drive North.

Another substantial concern relates to the increased noise nuisance affecting the enjoyment of the subject property. As proposed, the entirety of commercial space within the proposed development entails users of a retail/hospitality nature and common sense would imply that the indicated uses including a hotel, restaurant, brewery with off sales, and coffee roaster would certainly lead to increased noise as opposed to the current residential development of 19 River Drive North but also potentially a less intensive form of commercial use that would typically be utilized within regular business hours as opposed to the wider ranging hours of business associated with the uses proposed.

The final notable concern resulting from the commercial development as proposed relates to loss of privacy to the subject property. As indicated, the development is proposed to be 41-feet in height which would indicate a fairly imposing structure and would certainly be of a higher density considering conformity to surrounding properties on River Drive North. Furthermore, and as seen in the following conceptual plan of the development, the height of the building when combined with the lack of tree cover between the subject and adjacent property would allow for occupants of the hotel to view directly into the subject lands. As with the other noted concerns, this loss of privacy would most certainly be considered a negative factor if the subject was offered for sale in the open market subsequent to the proposed adjacent commercial development.



Ultimately, it is the writers opinion that the proposed commercial development of the neighboring property would negatively impact the subject property. This situation would extend to any prospective purchaser or owner in the future resulting in a discounted market value to the subject property.

PROPERTY IMPACT ASSESSMENT

As indicated, the writers are of the opinion that the proposed commercial development of the adjacent property would result in a market discount to the subject property. This section will provide analysis to in order to arrive at an appropriate market discount that would be evident.

The situation at hand is extremely unique and no relevant examples of properties that have been similarly affected and subsequently sold in the open market were uncovered for review and whereby a market value adjustment could be ascertained in estimating the value loss that results. This will necessitate contrasting the subject property to scenarios where other forms of external nuisance or stigma have arisen.

As such, and in this instance, the writers have concluded that the most appropriate means for quantifying any value loss would be to review other case studies which have focused on quantifying negative impacts emanating from some form of external influence for residential properties. From a review of these case studies, an applicable discount rate will be derived which will be applied to the valuation of the subject property in order to derive an estimate of the value loss that will apply to the subject resulting from the neighboring commercial development being completed as proposed.

Three specific case studies will be analyzed in this instance including:

- LRT development study.
- Analysis of factors Influencing residential property values in the neighbourhood of Windsor Park.
- Impact of proximity to a sewage lagoon.

LRT DEVELOPMENT STUDY

This study is included as Exhibit E in the Addenda and involves an LRT development study that has investigated sales activity within the Belgravia neighborhood of Edmonton. An LRT line was constructed in Belgravia in 2008/09 and this case study looks at how market values adjacent to the new LRT line have been impacted relative to those that do not flank the LRT line. In addition to potential foundational cracking, the study identifies two primary concerns with respect to the LRT construction in Belgravia. The first concern relates to the increased noise nuisance of proximity to the LRT line while the second concern relates to increased traffic queues resulting from the impacted ingress/egress of the neighborhood due to the LRT line. These would



both be considered a nuisance and while the circumstances are not exactly the same, the subject property would be impacted by similar concerns if commercial development occurs at the neighboring property. Specifically, and as addressed previously, the proposed commercial development would lead to both increased traffic and noise nuisances. This case study has resulted in an estimated market discount of 12% to 17% as a result of the stigma and nuisance associated with proximity to an LRT line within Edmonton.

WINDSOR PARK NEIGHBOURHOOD ANALYSIS

This study is included as Exhibit F in the Addenda and involves a comprehensive 30-year analysis of sales within the Windsor Park neighborhood of Edmonton. The study keyed on a number of factors which influenced residential property values both in a negative and positive fashion. While the specific circumstance being contemplated herein was not one of the negative factors analyzed in the Windsor Park Study, a number of analogous scenarios were reviewed which related to factors such as vehicular and pedestrian traffic, congestion, parking, etc.

The negative factors influencing value are of particular relevance and the following will summarize the average negative impact:

- adjacency to University of Alberta/arterial roads: -13% to -17%
- adjacency to arterial roads: -11%
- adjacency to schools/commercial facilities: - 8%

The impact of vehicular traffic is a factor for all of the above noted circumstances however, with regard to adjacency to the university as well as schools and commercial facilities, increased pedestrian traffic is a factor along with instances of trespass or littering, parking congestion etc. As well, with regard to the arterial roadways, one of the primary nuisances is that of noise. To this end, these studies provide background as to how the market reacts to negative external influences of traffic and noise; which again would be apparent if commercial development of the neighboring lot as proposed occurs. Of note is that the market discount pertaining to the subject would be expected to be greater than the discount indicated within this study as related to adjacency to commercial facilities. In regards to the situation at hand, commercial development would lead to a compounding of the market discount indicated given the relatively quiet recreational nature of Bragg Creek in comparison to the more populous nature of Windsor Park and the City of Edmonton in general.



SEWAGE LAGOON CASE STUDY

This study is included as Exhibit G in the Addenda. The key problem identified with adjacency to sewage lagoons is that of foul odors. Properties of this type also tend to be stigmatized within the market. A series of three property sales were analyzed and value losses within a range of 15% to 20% were identified.

PROJECTED PROPERTY LOSS

The property losses analyzed from the varying circumstances are summarized as follows:

- | | |
|--------------------------------------|-----------|
| • LRT Development Study | 12% - 17% |
| • Windsor Park Neighborhood Analysis | 8% - 17% |
| • Sewage Lagoon Case Study | 15% - 20% |

As noted, the circumstances at hand are unique. In determining an appropriate market discount for the subject property, weighting has been placed on two case studies including the LRT Development Study and Windsor Park Neighborhood Analysis. In both of these studies, the market discounts identified resulted in large part from an increase in traffic as well as an increased noise nuisance; which would be apparent to the subject property if commercial development of the neighboring property is completed as proposed. As such, these two case studies are considered to most closely align with the situation being considered. In weighting these two studies, a market discount ranging from 8% to 20% is observed. The writers have concluded that a 15% loss in property value would arise resulting from the proposed commercial development of the neighboring lot municipally described as 19 River Drive North, Bragg Creek, AB.

The impacted valuation of the subject property is presented as follows:

Prior To Adjacent Commercial Development Valuation x % Loss = Value Impact

$$\text{\$490,000.00} \times .15 = \text{\$74,000.00 (rounded)}$$

The above implies a value loss to the subject property of **\\$74,000.00 (rounded)** arising from commercial development of the neighboring lot and provides for a total market value of **\\$416,000.00** for the subject property if commercial development of the neighboring property proceeds as proposed.



CERTIFICATE OF APPRAISER

We, the undersigned, do hereby certify that:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal unbiased professional analyses, opinions and conclusions.
- We have no past, present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
- Our engagement in and compensation for the assignment were not contingent upon developing or reporting predetermined results, the amount of the value estimate, or a conclusion favoring the client.
- Our analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Canadian Uniform Standards.
- We have the knowledge and experience to complete the assignment competently.
- No one provided significant professional assistance to the persons signing this report.
- The Appraisal Institute of Canada has a Mandatory Continuing Professional Development Program for designated members. As of the date of this report the authors have fulfilled the requirements of the program.
- Scott M. Strang, B.Comm., CRA completed a personal inspection on April 15th, 2019 of the property that is the subject matter of this report and being located at 23 River Drive North, Bragg Creek, Alberta.



- Based on the inspection conducted on April 15th, 2019, the preceding data, analyses and conclusions enables us to formulate the opinion that the following value loss applies to the property described herein as a result of the completion of the proposed commercial development to the neighboring property:

ESTIMATE OF MARKET VALUE:

- PRIOR TO 19 RIVER DRIVE NORTH, BRAGG CREEK, AB
COMMERCIAL DEVELOPMENT: \$490,000.00
- AFTER 19 RIVER DRIVE NORTH, BRAGG CREEK, AB
COMMERCIAL DEVELOPMENT: \$416,000.00
- VALUE LOSS: \$ 74,000.00

Respectfully submitted,

_____
Scott M. Strang, B.Comm., CRA_____
Chris N. Kroker, B.Comm., AACIDated: April 23rd, 2019

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

ADDENDA

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

EXHIBIT A
DEFINITION OF THE APPRAISAL PROBLEM

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

DEFINITION OF APPRAISAL PROBLEM

SCOPE OF APPRAISAL:

The purpose in undertaking this analysis is to provide an estimate of the impact on value to the subject property resulting from the proposed commercial development of the adjacent property located at 19 River Drive North, Bragg Cree, AB. The basic function in undertaking this report is to provide a value estimate to assist in a public hearing with the Rocky View County Subdivision and Development Appeal Board.

Scott M. Strang, B.Comm., CRA and Chris N. Kroker, B.Comm., AACI are the authors of this report and Scott M. Strang, B.Comm., CRA personally inspected the property on April 15th, 2019. A copy of the Certificate of Title was obtained and all encumbrances researched. All sales data utilized within this report was personally researched and verified by the authors. The authors are responsible for the researching and analysis of all data and conclusions utilized within this report.

In developing opinions of value, the authors have adhered to the Standards outlined by the Canadian Uniform Standards of Professional Appraisal Practice. The following document has been prepared in the Full Narrative reporting format.

LEGAL DESCRIPTION:

**LOT 2
BLOCK 6
PLAN 1741EW**

PROPERTY RIGHTS:

The property rights being appraised are those of the "Fee Simple Estate". Fee Simple ownership includes a "bundle of rights", which embraces the right to use the property, to sell it, to lease it, to enter it, or to give it away. It also includes the right to refuse to take any of these actions. These rights and privileges are limited by powers of government that relate to taxation, eminent domain, police power and escheat.

EFFECTIVE DATES:

Prior to commercial development of the adjacent property (19 River Drive North, Bragg Creek, AB) and post commercial development of the adjacent property.

MARKET VALUE:

For the purposes of this report, the term "market value" is defined as follows:

"The most probable price in terms of money which a property should bring in a competitive and open market as of the specified date under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

Buyer and seller are typically motivated.

Both parties are well informed or well advised, and each acting in what they consider their own best interest.

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

A reasonable time is allowed for exposure in the open market.

Payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”¹

EXPOSURE TIME:

Exposure time may be defined as follows:

“The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.”²

Exposure time is different for various types of real estate and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. This statement focuses on the time component.

The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/ demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between the seller and buyer); and the analysis of future income expectancy estimated from the effective date of appraisal.

Our estimate of the most probable exposure time is based upon consideration of one or more of the following:

Statistical information about the time properties are exposed on the open mar

Information gathered through sales verification; and

Interviews of market participants.

The estimated exposure time for the subject property is forecast to be 1 to 3 months.

¹ 2018 Canadian Uniform Standards of Professional Appraisal Practice

² 2018 Canadian Uniform Standards of Professional Appraisal Practice

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

FUNDAMENTAL ASSUMPTIONS AND LIMITING CONDITIONS

- The date of value to which the opinions expressed in this report apply is set forth in the Letter of Transmittal. The appraisers assume no responsibility for economic or physical factors occurring at some later date which may affect the opinions herein stated.
- No opinion is expressed regarding legal matters that require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers.
- No opinion as to title is rendered. Data regarding ownership and legal description were obtained from sources considered reliable and, the title is assumed to be marketable and free and clear of all liens and encumbrances, easements and restrictions except those specifically discussed in the report.
- No engineering survey has been made by the appraisers. Except as specifically stated, data relative to size and area were taken from sources considered reliable, and no encroachment of real property improvements is assumed to exist other than specified.
- All maps, plats and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any purpose.
- Scott M. Strang, B.Comm., CRA has personally inspected the subject property and found no obvious evidence of soil deficiencies except as stated in the report; however, no responsibility for hidden soil deficiencies, such as soil bearing capacity limitations, or conformity to specific government requirements, can be assumed without provision of specific professional or governmental inspections.
- All opinions, estimates, data and statistics furnished by other sources is believed to be reliable, however, we cannot guarantee its validity or accuracy.
- Possession of this report or copy thereof does not carry with it the right of publication, nor may it be used for purposes by other than the applicant without previous written consent of the appraisers or client.
- The completion of an environmental assessment was not within the scope of this analysis. The assumption is therefore being made that no environmental problems are evident except those discussed within the context of this report.



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

EXHIBIT B
CERTIFICATE OF TITLE



23 RIVER DRIVE NORTH, BRAGG CREEK, AB



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0020 288 619 1741EW:6:2 151 142 650

LEGAL DESCRIPTION
 PLAN 1741EW
 BLOCK 6
 LOT 2
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE
 ATS REFERENCE: 5:5:23:13:SE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 991 081 741

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
151 142 650	09/06/2015	TRANSFER OF LAND	\$400,000	\$400,000

OWNERS

CRAIG RONALD NICKEL

AS TO AN UNDIVIDED 50% INTEREST

AARON TRAVIS MATIOSHYK

AS TO AN UNDIVIDED 50% INTEREST

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
1742EW	30/06/1939	CAVEAT

(CONTINUED)



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

ENCUMBRANCES, LIENS & INTERESTS
PAGE 2
151 142 656

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		RE : DEVELOPMENT AGREEMENT PURSUANT TO PLANNING ACT CAVEATOR - DIRECTOR OF TOWN PLANNING.
161 011 381	14/01/2016	MORTGAGE MORTGAGEE - SCOTIA MORTGAGE CORPORATION, C/O THE BANK OF NOVA SCOTIA, 119 MILLWOODS TOWN CENTRE, 2331-66 STREET, EDMONTON ALBERTA T6K4B4 ORIGINAL PRINCIPAL AMOUNT: \$436,000
191 054 133	18/03/2019	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - ROCKY VIEW COUNTY. 262075 ROCKY VIEW POINT ROCKY VIEW COUNTY ALBERTA T4A0X2 AGENT - TARESA KING

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 16 DAY OF APRIL,
2019 AT 09:42 A.M.

ORDER NUMBER: 37056996

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

EXHIBIT C
LAND USE CRITERIA



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

SECTION 59 HAMLET RESIDENTIAL SINGLE FAMILY DISTRICT (HR-1)**59.1 Purpose and Intent**

The purpose and intent of this District is to provide for single family residential development.

59.2 Uses, Permitted (Excepting the Hamlet of Bragg Creek, as per 59.2.1)

Accessory buildings less than 65.00 sq. m (699.65 sq. ft.) buildings area
Dwelling, single detached
Government Services
Home-Based Business, Type I
Private Swimming Pools

LUB-21-09-2810

59.3 Uses, Discretionary

Bed and Breakfast Homes
Child care facilities
Dwelling, moved-in
Home-Based Business, Type II
Kennels, Hobby
Public Buildings and utilities
Special care facility
Signs

LUB-21-09-2810

59.4 General Regulations

The General Regulations apply as contained in Part 3 of this Bylaw as well as the following provisions:

59.5 Minimum Requirements:**(iii) Parcel Size:**

- (i) unserviced lots: 1,858.00 sq. m (19,999.35 sq. ft.);
- (ii) lots served by a piped water system but not a piped sewer system: 1,858.00 sq. m (19,999.35 sq. ft.);
- (iii) lots served by a piped sewer system but not a piped water system: 929.00 sq. m (9,999.67 sq. ft.);
- (iv) fully serviced lots: 929.00 sq. m (9,999.67 sq. ft.).

(ii) Width of site:

- (i) serviced lot - 13.50 m (44.29 ft.);

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

- (d) unserviced lot - 30.50 m (100.07 ft.).
- (e) Yard, Front:
- (i) 6.00 m (19.69 ft.).
- EXCEPTIONS:
- (ii) Lots 1, 2, 4, 5, 6 and 7, Block 2, Plan 1741 EW, located in Hamlet of Bragg Creek.
- (f) Yard, Side - sites with lanes:
- (i) principal buildings
1. street side of corner site: 3.00 m (9.84 ft.);
2. all other sites: 2.40 m (7.87 ft.).
- EXCEPTIONS:
- (ii) Lot 2, Block 5, Plan 1741 EW, located in the Hamlet of Bragg Creek.
- Lot 1, Block 6, Plan 1741 EW, located in the Hamlet of Bragg Creek.
1. minimum yard, side (street side of corner site), 5.50 m (18.04 ft.).
- (iii) accessory buildings
1. street side of corner site: 3.00 m (9.84 ft.);
2. all other sites: 0.60 meters (1.97 ft.).
- (g) Yard, Side - sites without lanes:
- (i) principal buildings
1. one unobstructed yard, side: 3.00 m (9.84 ft.), the other 2.40 m (7.87 ft.);
2. street side of a corner site: 3.00 m (9.84 ft.).
- (ii) accessory buildings
1. street side of a corner site: 3.00 m (9.84 ft.);
2. all other sites: 0.60 m (1.97 ft.).

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

- (f) **Front/Rear:**
- (i) **principal buildings:**
 - 1. 8.00 m (26.25 ft.);
 - (ii) **accessory buildings:**
 - 1. site with lane: 1.00 m (3.28 ft.);
 - 2. site without lane: 1.00 m (3.28 ft.).
- (g) **Habitable ground floor area (includes basement):**
- (i) 90.00 sq. m (968.75 sq. ft.), single storey dwelling;
 - (ii) 90.00 sq. m (968.75 sq. ft.), being the combined area of any two levels of a split level dwelling;
 - (iii) 65.00 sq. m (699.65 sq. ft.) main floor area, plus 27.00 sq. m (290.63 sq. ft.) second floor area, two storey dwelling;
 - (iv) 74.00 sq. m (796.53 sq. ft.) split level or bi-level main floor area, plus 18.00 sq. m (193.75 sq. ft.) second floor area, two storey dwelling;
 - (v) 90.00 sq. m (968.75 sq. ft.) main floor for a dwelling, moved-in.
- 29.8 Maximum Limits**
- (a) **Site coverage:**
 - (i) principal building: 25% of the site;
 - (ii) accessory buildings: 10% of the site.
 - (b) **Height of buildings:**
 - (i) principal building: 10.00 m (32.81 ft.);
 - (ii) accessory building: 5.50 m (18.04 ft.).
 - (c) Maximum dwellings per lot is one (1).
 - (d) Total building area for all accessory buildings - 90.00 sq. m (968.75 sq. ft.).
 - (e) Maximum number of accessory buildings - Two (2).

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

59.7 Special Requirements

Prior to issuance of a Development Permit or Building Permit for development of a site not serviced by a public piped water system and/or a piped sewer system, the Development Authority must be satisfied that an adequate sewage disposal system exists and that the method of sewage disposal would not be a public health hazard.

59.8 Bragg Creek Exception

Notwithstanding 59.2, in the Hamlet of Bragg Creek, as shown on Land Use Map 39-1, the following uses shall be considered Discretionary Uses:

Accessory buildings less than 65.00 sq. m (699.65 sq. ft.) buildings area
Accessory Dwelling Unit (may be a Secondary Suite, a Suite within a Building, or a Garden Suite)
Dwelling, duplex
Dwelling, semi-detached
Dwelling, single detached
Private Swimming Pools

11/29/2014



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

EXHIBIT D
PROPOSED COMMERCIAL DEVELOPMENT BLUEPRINTS – 19 RIVER DRIVE NORTH



Bragg Creek Brewing Co.

19 River Drive N. (Bragg Creek)
Rocky View County, Alberta

Development Permit

October 5, 2018

STARK
architecture

ARCHITECTURAL DRAWING INDEX

- A-100 General Site Plan
- A-101 Site Plan - Streets
- A-102 Site Plan - Property
- A-103 General Site
- A-104 General Site
- A-105 General Site
- A-106 General Site
- A-107 General Site
- A-108 General Site
- A-109 General Site
- A-110 General Site
- A-111 General Site
- A-112 General Site
- A-113 General Site
- A-114 General Site
- A-115 General Site
- A-116 General Site
- A-117 General Site
- A-118 General Site
- A-119 General Site
- A-120 General Site



23 RIVER DRIVE NORTH, BRAGG CREEK, AB





23 RIVER DRIVE NORTH, BRAGG CREEK, AB

STARK architecture	
<p>STARK architecture is a registered professional architect in the Province of Alberta, License No. 12345. This drawing was prepared by STARK architecture under the supervision of a registered professional architect.</p>	
<p>STARK architecture 10000 100th Avenue, Suite 100 Edmonton, Alberta T5A 0A6 Phone: (780) 443-1234 Fax: (780) 443-1235 Email: info@starkarch.com</p>	
<p>Bragg Creek Brewing Co.</p>	
<p>19 River Drive N. (Bragg Creek) Rocky View County, Alberta</p>	
<p>Development Permit Issued: 1. 2019</p>	
<p>Site Plan - Existing</p>	
<p>Sheet No. A 1.1</p>	



**Bragg Creek
Brewing Co.**

19 River Drive N.
(Braig Creek)
Rocky View County.
Athens

CRUISE

Development Permit

Size: 1000

A 1.2b

PROJECT DATA

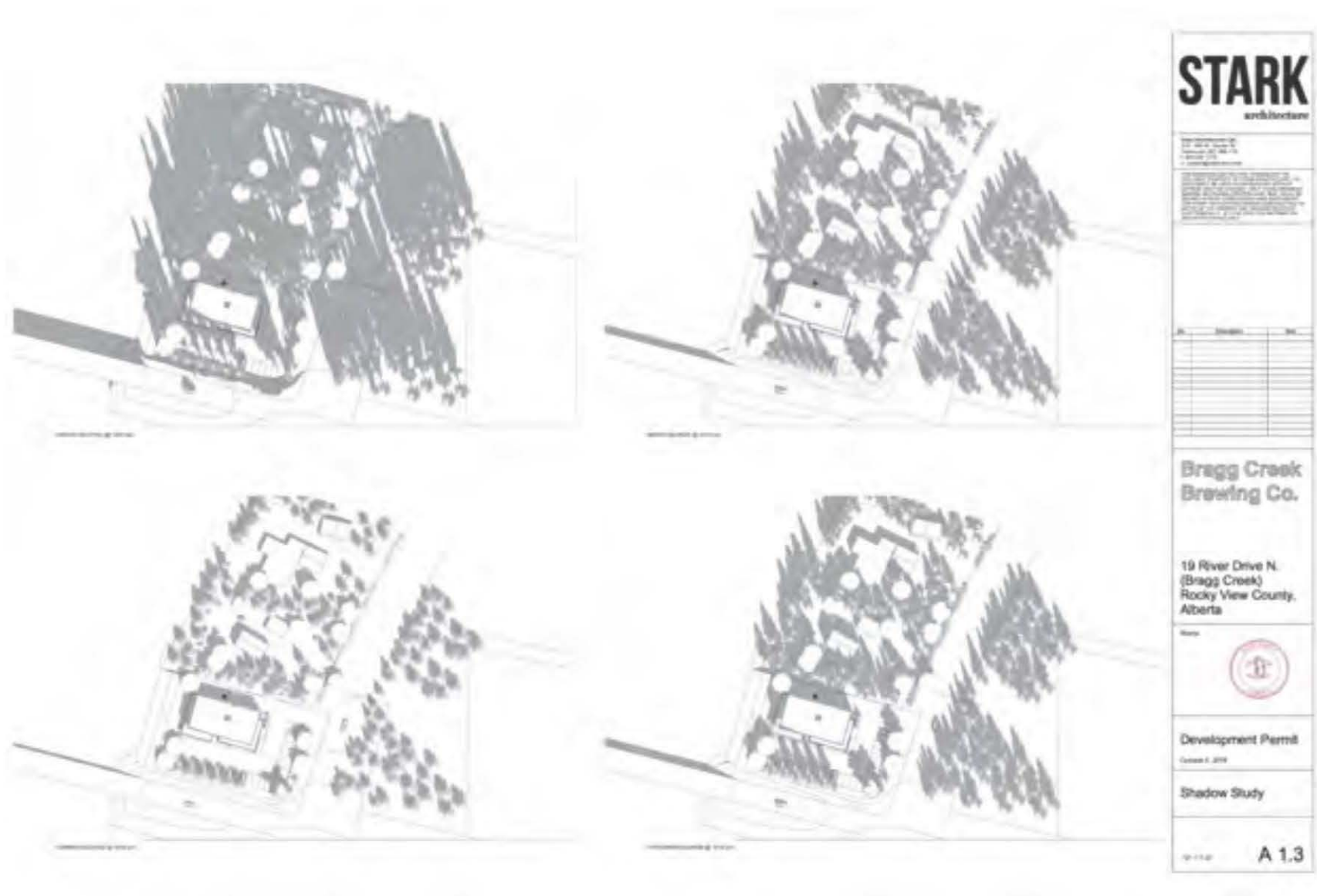
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 Phone: _____
 E-mail: _____
 Date: _____
 Signature: _____
 Printed Name: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____
 State: _____
 Zip: _____
 Phone: _____
 E-mail: _____
 Date: _____
 Signature: _____
 Printed Name: _____
 Title: _____
 Company: _____

[illegible]

1. **Author's name:** _____
 2. **Author's address:** _____
 3. **Author's phone number:** _____
 4. **Author's email address:** _____

GA

23 RIVER DRIVE NORTH, BRAGG CREEK, AB



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

STARK

architecture

STARK ARCHITECTURE LTD.
111-112 St. Mary St.
Edmonton, Alberta
T6E 1A1
403.442.1111
starkarchitect.com

DATE: 2019-01-15
PROJECT: BRAGG CREEK BREWING CO.
SHEET: A 2.1

BRAGG CREEK BREWING CO.

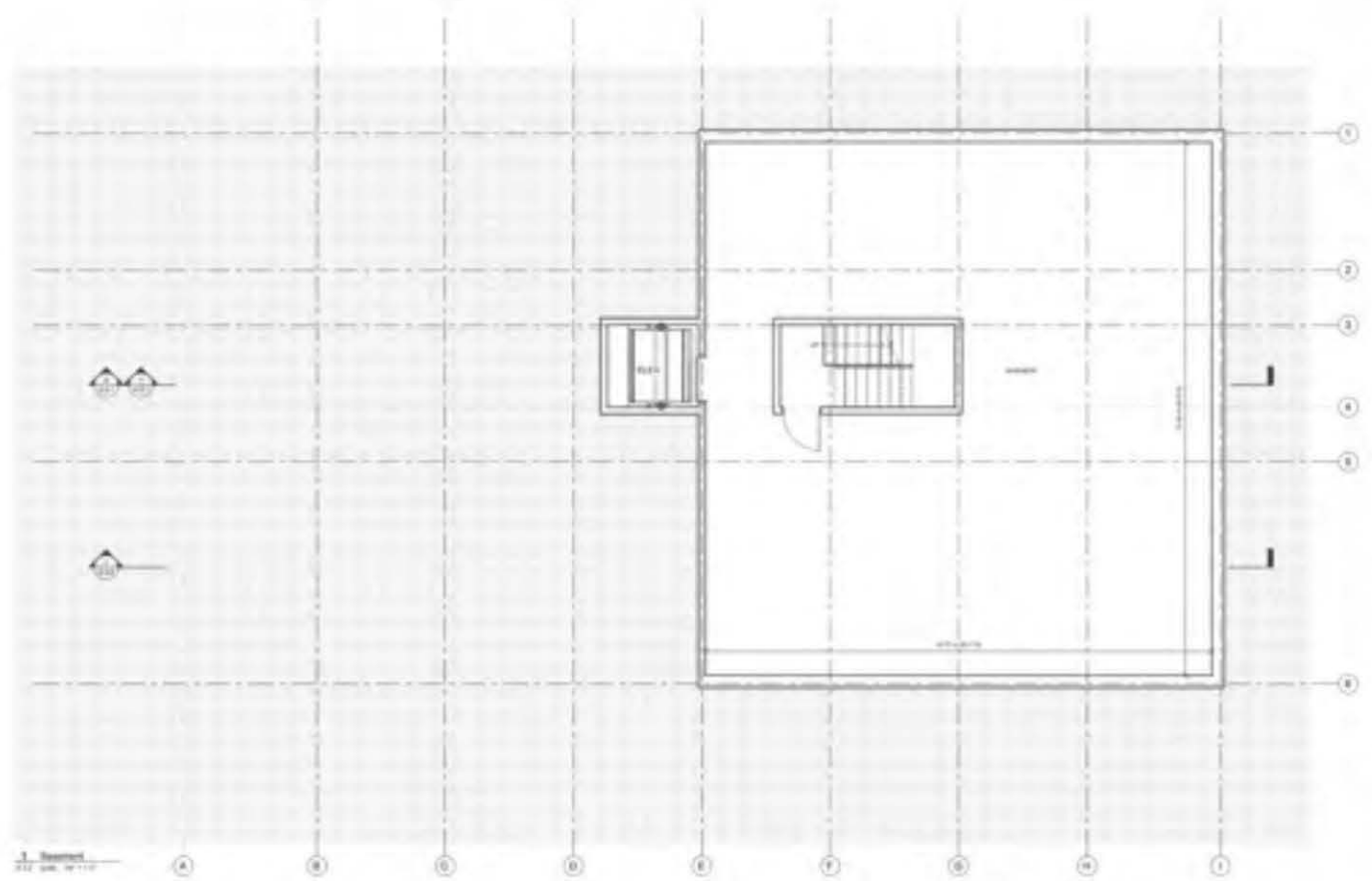
19 River Drive N.
(Bragg Creek)
Rocky View County,
Alberta

Survey

Development Permit
2019-01-15

Basement

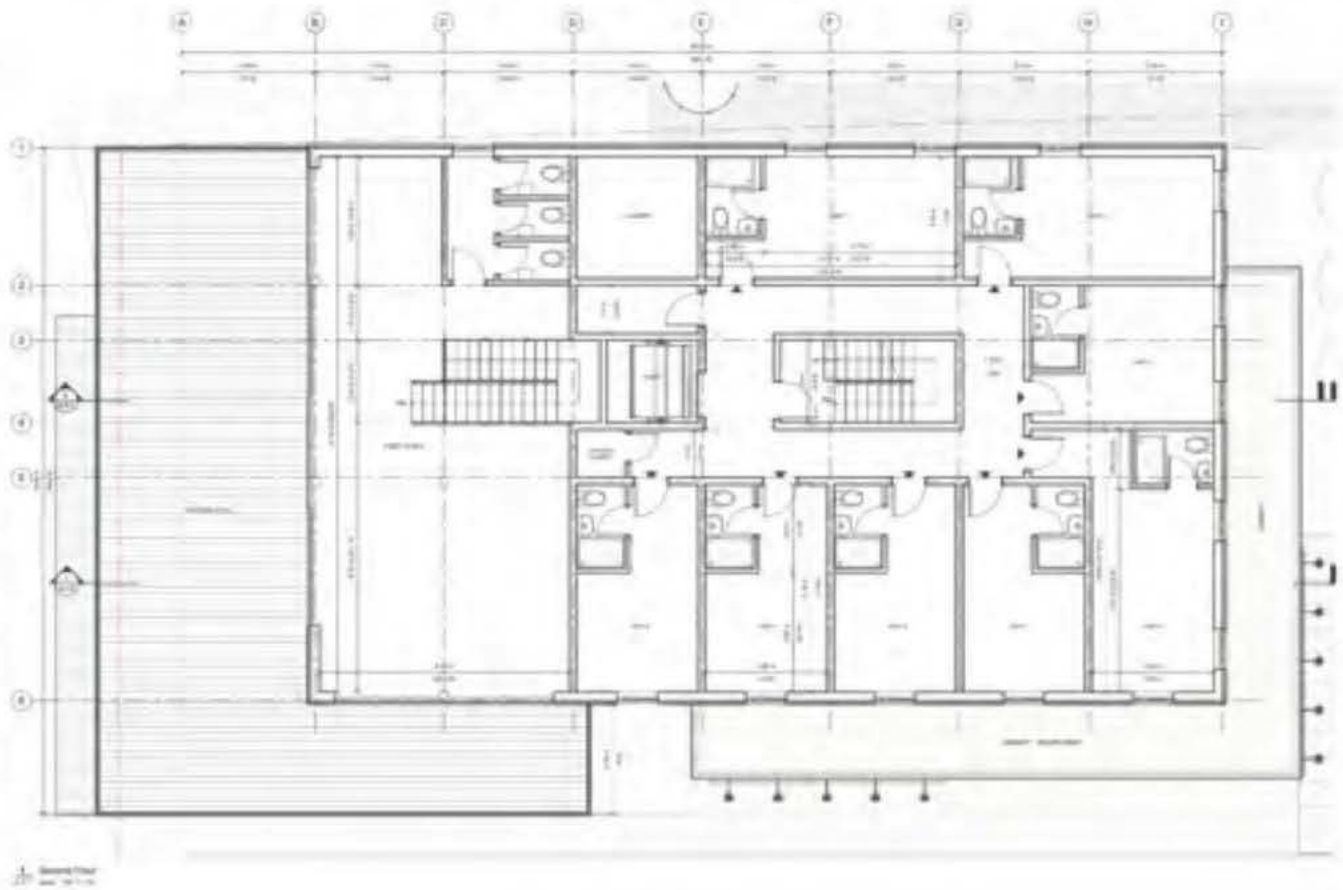
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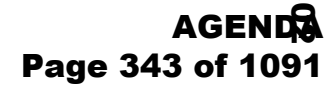
23 RIVER DRIVE NORTH, BRAGG CREEK, AB

STARK architecture	
19 River Drive N. (Bragg Creek) Rocky View County, Alberta	
Development Permit October 1, 2018	
Second Level	
A 2.3	



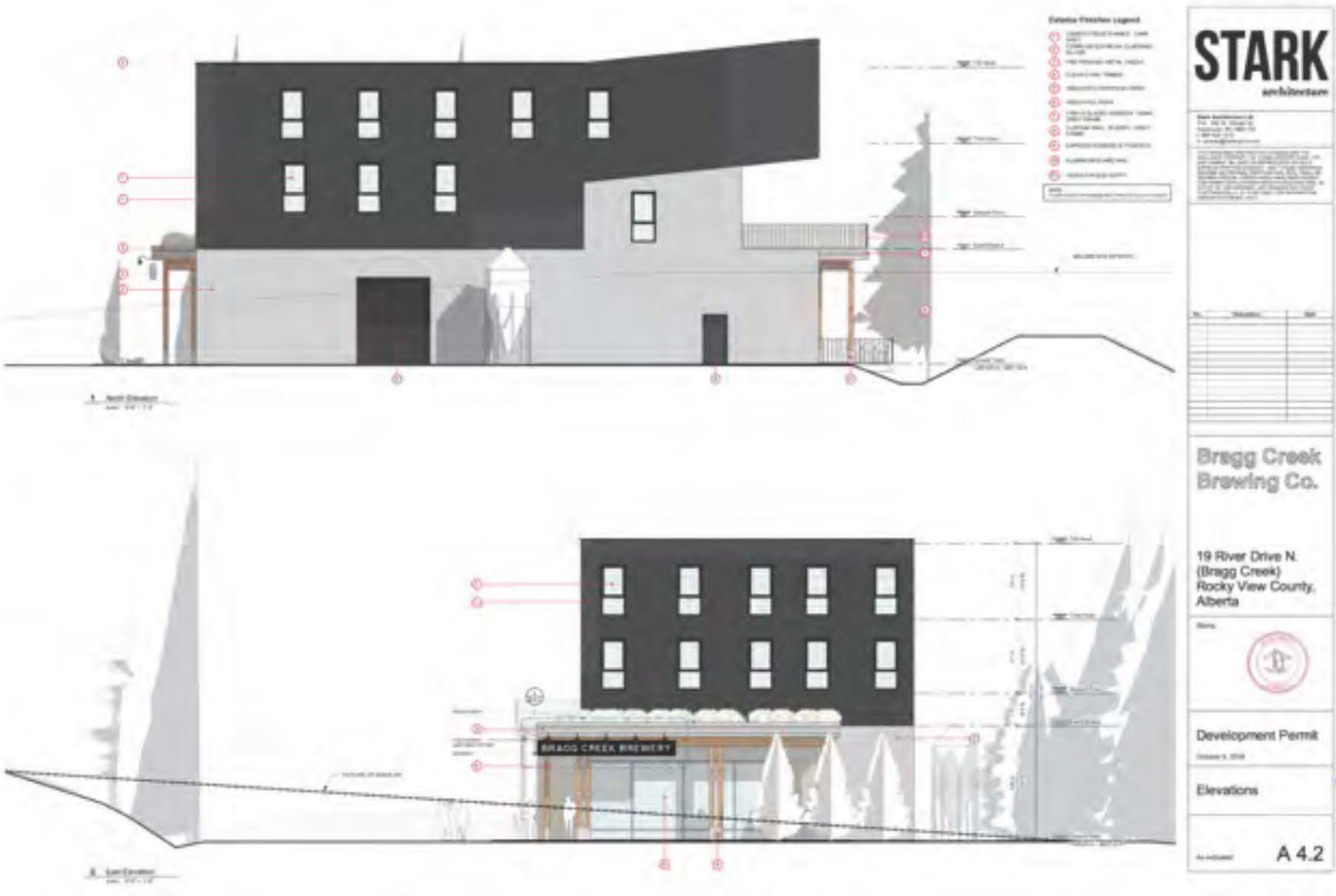
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23 RIVER DRIVE NORTH, BRAGG CREEK, AB





23 RIVER DRIVE NORTH, BRAGG CREEK, AB



STARK
architects

Bragg Creek Brewing Co.
19 River Drive N. (Bragg Creek)
Rocky View County, Alberta

Development Permit
Colour Board



A 4.4

23 RIVER DRIVE NORTH, BRAGG CREEK, AB



View of South West Corner



Relevant Information



View of South East Corner



View from Side Entry

STARK architecture	
1000 10th Avenue SE Calgary, Alberta T2G 1A1 Tel: (403) 243-1111 Fax: (403) 243-1112 Email: info@starkarchitecture.com Website: www.starkarchitecture.com	
Bragg Creek Brewing Co. 19 River Drive N. (Bragg Creek) Rocky View County, Alberta	
Development Permit 2018-01-10	
Perspectives	
A 5.1	

23 RIVER DRIVE NORTH, BRAGG CREEK, AB



<h1>STARK</h1> <p>architecture</p>	
<p>STARK ARCHITECTURE 1000 10th Avenue SW Calgary, Alberta T2P 1C1 403.243.8888 starkarchitecture.com</p>	
<p>Project Name: Bragg Creek Brewing Co. Address: 19 River Drive N. (Bragg Creek) Rocky View County, Alberta Client: Bragg Creek Brewing Co. Architect: Stark Architecture Scale: 1/8" = 1'-0"</p>	
<p>Development Permit December 5, 2019</p>	
<p>Renderings</p>	
<p>Sheet No. A 5.2</p>	





23 RIVER DRIVE NORTH, BRAGG CREEK, AB

EXHIBIT E
LRT DEVELOPMENT STUDY



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

In an effort to quantify the value impacts that LRT development has on residential properties, we have investigated sales activity within Belgravia, a neighbourhood that underwent LRT development in 2008/09. More specifically, we have looked at how market values adjacent to the new LRT line have been impacted relative to those that do not flank the LRT line.

Belgravia is an older inner city neighborhood with on-going infill. As such, there are typically an abundance of properties within Belgravia that are being redeveloped and our analysis has focused in on this class of property, noting that homes at the end of their economic life tend to sell for lot value. In focusing on “knock-down” sales, we have translated the overall lot values into a unit value, or sale price per square foot. The Belgravia area was studied during mid-2014. Sales data transacting between October 2008 and September of 2013 was analyzed. All sales data was time adjusted to the year end 2014 time frame which coincided with the date of analysis. Residential property values did vary between this period and we have relied upon the Edmonton Real Estate Board MLS Statistics which were presented within the Economic Overview section of this report as a basis to quantify time adjustments. This time adjustment data is outlined as follows:

Market Conditions Relative to Year End 2014		
Year	Average Residential S Price	Market Adjustment Year End 2014
2008	\$383,346	+13%
2009	\$370,914	+17%
2010	\$385,868	+12%
2011	\$381,006	+14%
2012	\$393,009	+10%
2013	\$409,824	+6%
2014	\$432,713	+13%

Again, in selecting our sales data we have only utilized homes that are at, or are very near the end of their economic life. Each of these sales can be categorized as “knock-downs” a representative of Gettel Appraisals, personally did a drive-by inspection of each of these properties on July 29th, 2014 to verify their classification as a “knock-



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

down”. For comparison, the sales have been divided into two groups, or “Belgravia Lot Sales Adjacent to LRT” and “Belgravia Lot Sales NOT Adjacent to LRT”. Finally, the sales have been translated into a price per square foot that has been adjusted to mid-year 2014. We present the sales in the following two charts:

Belgravia Lot Sales Adjacent to LRT						
Address	Sale Date	Sale Price	Time Adjustment	Time Adj. Sale Price	Lot Size (Sq. Ft.)	Price / Sq. Ft.
11414 - 75 Ave	08-Oct	\$350,000	+13%	\$395,500	6,638	\$59.58
11446 - 79 Ave	09-Feb	\$295,000	+17%	\$345,150	5,666	\$60.91
11407 - 74 Ave	09-Aug	\$292,000	+17%	\$341,640	5,806	\$58.84
11406 - 71 Ave	11-Mar	\$285,000	+14%	\$324,900	7,392	\$43.95
11420 - 71 Ave	11-Sep	\$316,500	+14%	\$360,180	7,142	\$50.51
11414 - 77 Ave	11-Nov	\$315,000	+14%	\$359,100	5,539	\$64.83
Average:						\$56.43

Belgravia Lot Sales NOT Adjacent to LRT						
Address	Sale Date	Sale Price	Time Adjustment	Time Adj. Sale Price	Lot Size (Sq. Ft.)	Price / Sq. Ft.
11603 - 76 Ave	10-Jan	\$365,000	+12%	\$408,800	6,028	\$67.81
11605 - 75 Ave	10-Jun	\$395,000	+12%	\$442,400	6,640	\$66.62
11438 - 75 Ave	10-Jun	\$410,000	+12%	\$459,200	6,638	\$69.17
11575 - 80 Ave	10-Jul	\$415,000	+12%	\$464,800	6,511	\$71.38
11432 - 78 Ave	10-Aug	\$340,000	+12%	\$380,800	4,358	\$87.37
11510 - 74 Ave	10-Aug	\$410,000	+12%	\$459,200	6,638	\$69.17
11539 - 75 Ave	10-Aug	\$420,000	+12%	\$470,400	5,988	\$78.55
11542 - 75 Ave	10-Oct	\$420,000	+12%	\$470,400	5,727	\$82.13
11551 - 80 Ave	11-Jan	\$403,500	+14%	\$459,990	6,506	\$70.70
11507 - 73 Ave	11-Jun	\$450,000	+14%	\$513,000	6,803	\$75.40
11415 - 76 Ave	11-Jun	\$381,000	+14%	\$434,340	6,025	\$72.08
11515 - 72 Ave	11-Jul	\$391,500	+14%	\$446,310	5,844	\$76.37
11536 - 72 Ave	11-Jul	\$436,999	+14%	\$498,179	5,710	\$87.24
11412 - 73 Ave	11-Oct	\$411,000	+14%	\$468,540	6,550	\$71.53
11407 - 72 Ave	12-Jan	\$400,000	+10%	\$440,000	7,062	\$62.30
11526 - 75 Ave	12-Jul	\$397,700	+10%	\$437,470	6,508	\$67.22
8007 - 119 St	12-Nov	\$450,000	+10%	\$495,000	8,525	\$58.06
11567 - 80 Ave	13-Jan	\$425,000	+6%	\$450,500	6,510	\$69.20



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

11439 - 75 Ave	13-Mar	\$420,000	+6%	\$445,200	6,637	\$67.07
11576 - 80 Ave	13-Apr	\$425,000	+6%	\$450,500	6,346	\$70.98
11406 - 72 Ave	13-Sep	\$415,000	+6%	\$439,900	6,059	\$72.60
11623 - 73 Ave	13-Aug	\$428,000	+6%	\$453,680	6,037	\$75.15
Average:						\$72.18

By comparison, the lot sales adjacent to the LRT line display an average adjusted sale price of \$56.43 per square foot whereas the sales NOT adjacent to the LRT line display an average adjusted sale price of \$72.18 per square foot. Based solely on this data alone, it would appear that the lot sales flanking the LRT line are discounted 22% as compared to lots situated away from the LRT. That said, in balancing the results of this analysis with our own experience in this market, we are cognizant of the fact that the properties that flank this particular LRT line also flank 114th Street (traffic volumes 40,000 VPD in 2011) which is also a potential negative factor. The writers are also aware that in July 2013, the City adopted the McKernan-Belgravia Station Area Redevelopment Plan which up-zoned sites flanking the LRT for higher density development. No sales of lots adjacent to the LRT however were considered after adoption of the ARP and the plan is considered to have had a negligible impact to date.

CONCLUSIONS

With respect to the Belgravia analysis, the LRT line is an above ground structure that is situated +/- 45 feet east of the residences along the east periphery of Belgravia. Acting as a buffer between the LRT and these houses is a walking path and a concrete block retaining wall. Street parking in front of these residences was not impacted and the west boundary of 114th Street was not moved. The presence of the LRT has also

impacted the ingress/egress from Belgravia along its east boundary, resulting in long traffic queues when exiting the neighbourhood along 114th Street to allow for the LRT to pass. Another common problem within the Belgravia area was that a number of residences that flanked the LRT line experienced cracks in their foundation. Presumably this was due to the construction of the LRT. That said, the LRT has also been received as a positive to students that commute to the U of A and a number of Belgravia residents would fall into this category.



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

In this example, the presence of 114th Street is considered to be a contributing factor in the discount that was evident for lots flanking the LRT. It is in our professional experience that being adjacent to a busy thoroughfare can have a negative impact on residential property values. In this particular example, we are of the opinion that the impacts of 114th Street fall into the latter category. It has also been in our experience that in extreme instances busy roadways can have upwards of a 20% negative impact on market value, however, the discount is more generally in the 5% to 10% range. As such, the impact that one could associate directly to the LRT line would realistically be in the order of 12% to 17%.

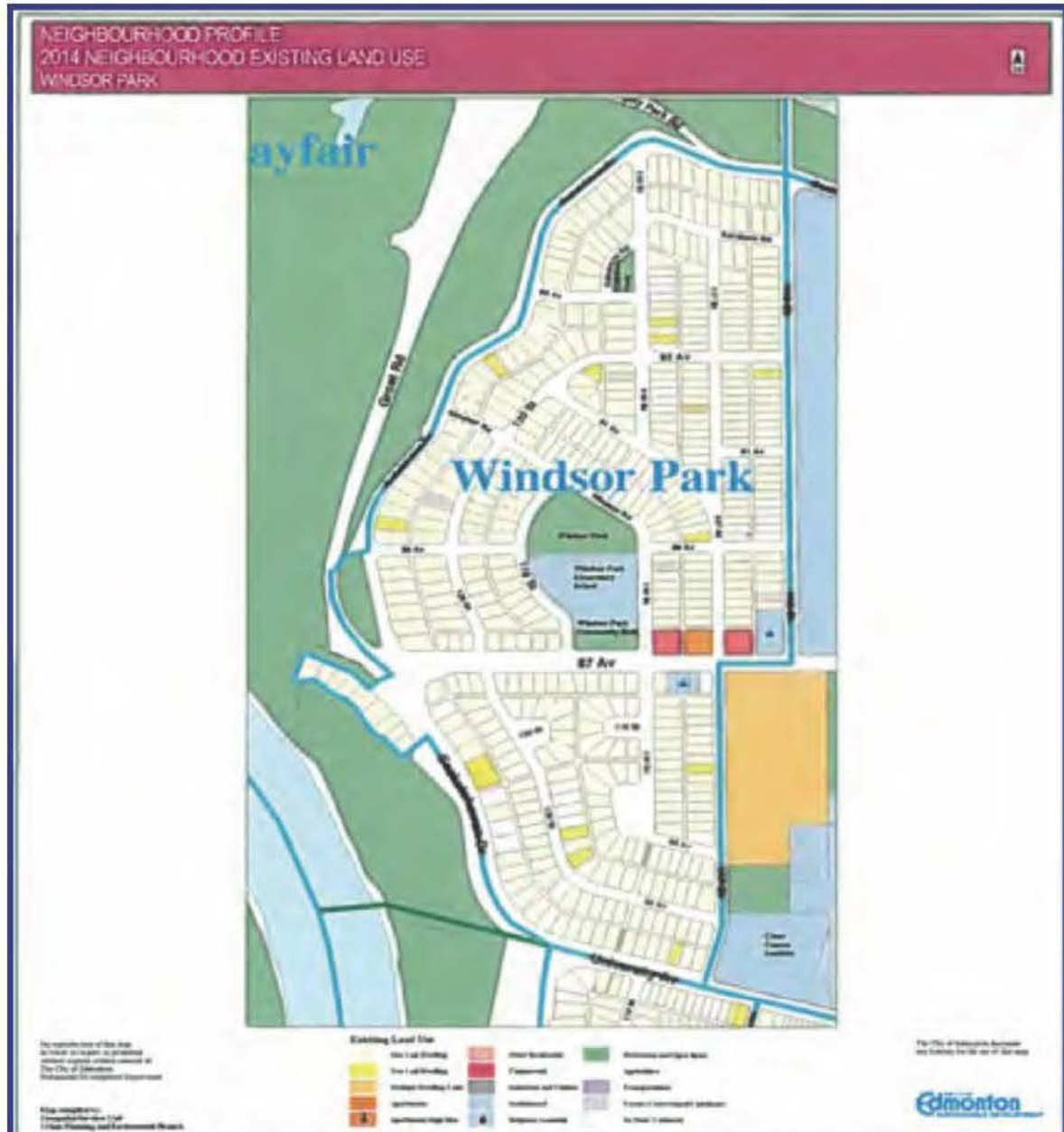
23 RIVER DRIVE NORTH, BRAGG CREEK, AB

EXHIBIT F
WINDSOR PARK CASE STUDY



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

ANALYSIS OF FACTORS INFLUENCING RESIDENTIAL PROPERTY VALUES IN THE NEIGHBOURHOOD OF WINDSOR PARK EDMONTON, ALBERTA



PREPARED BY BRIAN S. GETTEL, B.COMM., AACI
DECEMBER 2015



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

1.0 STUDY BACKGROUND

Windsor Park is a mature, low density residential neighbourhood located in south central Edmonton. The author of this report has resided within the neighbourhood over the past 27 years and being actively involved in real estate appraisal throughout this time frame, has closely monitored value trends throughout the neighbourhood. There are a number of factors which influence residential property values within the area including the University of Alberta Campus, prominent arterial roadways, schools and commercial facilities, neighbourhood parks and the north and west portions of the neighbourhood about the North Saskatchewan River Valley. The influence of these negative as well as positive variables will be addressed within this study.

2.0 NEIGHBOURHOOD OVERVIEW

The first subdivision within Windsor Park commenced in 1911 and occurred within the northeast quadrant of the area abutting the University of Alberta Campus. Most of the area remained undeveloped until the late 1940's. Extensive subdivision commenced during the latter time frame and much of the existing housing was built-out between 1949 and 1953. This expansion coincided with the opening of the Groat Bridge across the North Saskatchewan River Valley which improved access to central Edmonton.

Leading up to 2015, all residential development within the neighbourhood was low density, single family housing. In 2015, the redevelopment of a former commercial site into a four storey residential condominium complex was underway. Adjacency to the University of Alberta Campus has long created pressures for higher density development however, the local community has been very active in maintaining the low density character of the area.

During the initial development phases in the early 1950's, Windsor Park was categorized as an upper scale neighbourhood which featured above average size and quality homes relative to the city as a whole at that time. As the area has matured, the highly desirable central location has created pressures for redevelopment and this has been particularly true over the last 20 years. While the neighbourhood has long been at full build-out, the recent trend has been towards redeveloping smaller, older homes into more modern, larger scale residences.

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

Statistics provided by the City of Edmonton would indicate that as of 2011, there were 460 homes within the neighbourhood. 405 of these homes were owner occupied with the balance being rented. 345 of the 460 homes were built prior to 1960. A total of 55 homes or, approximately 12% of the total universe were constructed after 2006.

The population of the neighbourhood as of 2011 is 1,120 persons. The neighbourhood is affluent, with the average household income as of 2011 being \$209,028.00, which contrasts to the city average of \$90,340.00. A total of 65% of the population have university degrees at a Bachelor level or above which contrasts to the city average of 24%.

The neighbourhood, since its inception, has supported residential property values which coincide with the upper end of the range for the citywide market. Adjacency to the river valley and adjacency or close proximity to major employment centres such as the University of Alberta and the Downtown Central Business District have been influencing variables.

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

3.0 VALUE INFLUENCING FACTORS



The neighbourhood, once again is characterized by low density single family housing. The research conducted has focused on atypical factors both of a negative and positive nature which can influence property values. A series of five key factors have been identified and will be further elaborated upon in the following narrative.

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

3.1 UNIVERSITY OF ALBERTA CAMPUS

The east limits of Windsor Park entail 116th Street and 117th Street, and both thoroughfares represent the west limits of the University of Alberta Campus. 87th Avenue extends through the central portions of the neighbourhood and U of A facilities lying south of this thoroughfare includes high-rise student residences, a sports field and the Cross Cancer Institute. The latter is a multi-level hospital/research facility which features an underground parkade which is accessed off 117th Street. The high-rise student residences (3 towers) feature a surface parking area.

The U of A facilities lying north of 87th Avenue along 116th Street include a former sports field now turned into a parking lot, a series of two multi-level parkades as well as multi-level campus facilities. Surface parking facilities are also evident.

The University of Alberta facilities generate considerable vehicular traffic as well as pedestrian traffic. Vehicular traffic tends to be concentrated at the access points to the underground parkade as well as multi-level above grade parkade facilities. The U of A has a typical enrolment of approximately 40,000 students annually.

3.2 ARTERIAL ROADS

Adjacency to the University of Alberta Campus and a prominent river crossing of the North Saskatchewan River have resulted in the evolution of several major arterial roadways within the neighbourhood.

As noted in Section 3.1, 116th Street and 117th Street which represent the east limits of the neighbourhood abut the University of Alberta Campus. Both roadways essentially serve local residents as well as the University facilities.

University Avenue adjoins the south periphery of the neighbourhood and merges with Saskatchewan Drive to the north and west. Saskatchewan Drive north of 87th Avenue merges with Groat Road which entails a four lane north/southbound arterial which has a bridge crossing at the river. Groat Road serves as a major connection into the Downtown Central Business District from the southwest portions of the city.

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87th Avenue extends in an east/west direction through the central portions of the neighbourhood, linking with Groat Road to the west and extending through the University of Alberta Campus to the east. The roadway serves local residences as well as the University and Jubilee Auditorium, which is a major concert/show venue.

The following will highlight annual average weekday traffic counts expressed in vehicles per day (VPD) at various points in time leading through to the current date for the five major roadways within the neighbourhood:

Year	116 St.	117 St.	87 Ave.	University Ave.	Saskatchewan Drive
1991	10,500	1,000	8,200	25,600	27,400
2003	9,500	3,100	9,300	25,600	24,600
2014	8,700	3,600	9,500	20,500	21,000

As noted, University Avenue merges into Saskatchewan Drive and traffic counts along the two thoroughfares are very similar. These represent the most prominent arterial roadways servicing the neighbourhood in terms of traffic volumes. The trend has been towards decreasing traffic volumes and of note is that the City of Edmonton opened a Light Rail Transit extension into the U of A Campus from the Downtown area which also extends into southwest Edmonton after 2003.

The other three roadways are subject to much lower traffic volumes. Traffic along 117th Street was influenced by the opening of an underground parkade servicing the Cross Cancer Institute post 1991.

3.3 SCHOOL/COMMERCIAL FACILITIES

Windsor Park Elementary School (grades 1 – 6 plus kindergarten and daycare) and the adjoining Windsor Park Community League facilities are located at the northwest corner of 118th Street and 87th Avenue. The main entry to the school is along 118th Street. The school and adjoining community league facilities do generate both vehicular and pedestrian traffic. The community league has an outdoor hockey rink, playground facilities and a building utilized for meetings and small events.

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Located along the 87th Avenue corridor between 118th Street and 116th Street are a series of commercial facilities as well as an office/institutional complex developed by the Mormon Church – Latter Day Saints. Historically, the commercial facilities had included a gas bar/service station and a series of two strip retail shopping centres. The service station was closed several years ago and has been vacant for a period of time while hydrocarbon remediation was underway. A former strip retail shopping centre was demolished in 2015 to make way for the development of a new four storey residential condominium complex. A strip retail shopping centre remains active at 117th Street and 87th Avenue. The commercial facilities as well as the institutional complex have generated additional vehicular as well as pedestrian traffic. There are a series of homes which abut these facilities to the north (rear or backside of the complexes).

3.4 NEIGHBOURHOOD PARKS

Adjoining the Windsor Park Elementary School is Windsor Park, which is a large passive type recreational area featuring mature trees and walking paths. The park has evolved as a notable neighbourhood amenity.

The north central portions of the neighbourhood feature a smaller recreational area known as Edinboro Park. This is similar to Windsor Park but much smaller in scale.

3.5 THE NORTH SASKATCHEWAN RIVER VALLEY

The west and north portions of the neighbourhood abut the North Saskatchewan River Valley. To the northwest, the area also adjoins Hawrelak Park as well as the Mayfair Golf & Country Club. The west and north portions of the neighbourhood feature river valley and park views and Saskatchewan Drive within the area is noted as being one of the more prestigious residential roadways within the city.

4.0 STUDY CONTEXT

Windsor Park features a total of 460 residences. The study on property values has focused on residential sales activity over a 30 year time frame extending between 1984 and 2015. As noted, the author has resided in the neighbourhood since 1988 which has led towards a high degree of familiarity with the area.

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Sales information obtained from the Edmonton Real Estate Board MLS system has been relied upon and during the 30 year time frame under review, consideration has been given to a series of 440 sales.

The procedure adopted has been to isolate individual property sales or small groups of sales at value break points. These value break points would include properties impacted by negative factors such as adjacency to the U of A, arterial roads and schools/commercial facilities. Positive break points have included properties influenced by the neighbourhood parks and adjacency to the North Saskatchewan River Valley. Individual or small groups of sales at these value break points have been analyzed and contrasted to more typical homes within the balance of the neighbourhood. The study has focused strictly on values within Windsor Park, with no consideration being given to values within adjoining neighbourhoods where lower values are the norm.

The study has keyed on “paired sales” wherein a property which has sold with an atypical influence is contrasted to similar properties without the influence. Small scale “case studies” have also been completed wherein groups of homes with an atypical influencing factor are contrasted to small groups of homes which are considered more the norm for the neighbourhood.

The analysis has included statistical averaging based on the sale price per square foot of the home as well as direct property comparisons adjusting for differences. The statistical analysis has been facilitated based on a large majority of homes within the neighbourhood entailing bungalow style dwellings which were primarily built between 1949 and 1953.

5.0 STUDY RESULTS

A series of five value influencing factors were noted in Section 3.0 of the report. The results will be documented in summary form. The overall impact of the value influencing factors will be expressed on an average percentage loss ascertained over the 30 year study period and the range in value impacts will also be documented.

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5.1 UNIVERSITY OF ALBERTA – 116TH/117TH STREETS

- 116th Street Corridor

Average Impact: -17%

Range Of Impact: -10% – -29%

Issues:

- vehicular traffic
- noise
- safety
- parking congestion/illegal parking
- trespass

The most pronounced value losses along the 116th Street corridor were observed at the entrances to the two multi-level above grade parking facilities. These areas are subject to the highest levels of traffic congestion during the morning and late afternoon rush hours. While strict non-resident parking controls are maintained on city streets, illegal parking still becomes a problem. High levels of pedestrian traffic are also evident during the September to April period when the U of A primary term is underway.

The most pronounced value impacts were observed during the historical period extending between 1984 to 2000. The value impacts have tended to lessen as the neighbourhood has become a very desirable redevelopment area. Negative value impacts however remain the norm with the typical negative impact over the last 5 years leading up to the date of the writing of this report being 13%.

- 117th Street Corridor

Average Impact: -13%

Range Of Impact: -10% – -15%

Issues:

- vehicular traffic
- noise
- safety
- parking congestion/illegal parking
- trespass

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Traffic volumes along 117th Street are not as high as those evident along 116th Street. Similar to 116th Street, the most significant value impacts were observed near the entrance to the Cross Cancer Institute underground parkade where traffic congestion is high at morning and afternoon rush hours. Pedestrian traffic is much higher along this corridor based on the high-rise student residences and adjoining sports fields. Parking pressures are also a concern within this area despite the strict non-resident controls.

5.2 ARTERIAL ROADWAYS

116th Street and 117th Streets were discussed as a component of the University of Alberta. The impact for arterial roads will be analyzed on a two part basis in this instance with University Avenue and Saskatchewan Drive being discussed as one thoroughfare and 87th Avenue will be addressed separately.

- University Avenue/Saskatchewan Drive

Average Impact: -11%

Range Of Impact: -7% – -13%

Issues:

- high traffic volumes
- noise
- safety

The issues noted in this instance are those typical of any residential property adjoining a major arterial roadway subject to high traffic volumes. These traffic volumes create congestion, noise as well as safety concerns and the latter is of particular importance for low density single family housing where families with small children are often evident. Of interest is that Saskatchewan Drive south of 87th Avenue does adjoin the North Saskatchewan River Valley although the view amenity is limited. The influence of high traffic volumes has totally negated the positive impact of adjacency to the river valley and homes fronting this thoroughfare sell at discounts as contrasted to typical interior homes within the neighbourhood without any view amenity. Value losses are similar along Saskatchewan Drive as contrasted to University Avenue. University Avenue does not have any view amenity.

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- 87th Avenue

Average Impact: -11%

Range Of Impact: -10% – -12%

Issues:

- high traffic volumes
- noise
- safety

Despite traffic volumes being noticeably lower along 87th Avenue, the same magnitude of negative impact is observed as contrasted to University Avenue and Saskatchewan Drive. The same issues have been noted.

5.3 SCHOOLS/COMMERCIAL FACILITIES

Windsor Park Elementary School adjoins both 118th Street to the east and 119th Street to the west. The main entry to the school is orientated along 118th Street and the entry to the school parking lot is also adjacent to this thoroughfare. The Windsor Park Community League adjoins the school and is also accessed off 118th Street. The study in this instance has keyed on a series of homes which directly overlook the school and the community league along 118th Street where the highest levels of vehicular and pedestrian traffic are evident.

The second aspect of this area has keyed on homes directly adjoining the commercial facilities evident within the neighbourhood as well as the Latter Day Saints office facility and parking lot.

- School

Average Impact: -8%

Range Of Impact: -5% – -11%

Issues:

- traffic congestion
- illegal parking
- noise
- safety
- trespass/inconvenience

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The school functions for 10 months of the year and high levels of traffic are evident during the morning drop off and afternoon pick-up. During the latter, parking congestion and illegal parking becomes a concern. The school also maintains a daycare facility which operates year round. The school and adjoining community league create high levels of pedestrian traffic which can create trespass and inconvenience for area residents.

- Commercial Facilities

Average Impact: -8%

Range Of Impact: -2% – -15%

Issues:

- traffic congestion
- illegal parking
- noise
- safety
- trespass/inconvenience/litter

There are a limited number of homes which directly abut the commercial facilities and the analysis in this instance has keyed strictly on those homes directly adjacent. Despite the small number of impacted properties, certain of these homes have sold on several occasions over the 30 year time frame.

5.4 NEIGHBOURHOOD PARKS

The north portions of the neighbourhood feature Windsor Park, which is a large passive recreational area and Edinboro Park, which is a smaller passive recreational area. Homes directly overlooking the two parks have been analyzed over the 30 year time frame. Edinboro Park as a smaller facility was not exerting any noticeable impact on values. Windsor Park was found to be a positive influence. The study has therefore keyed strictly on this amenity.

Average Impact: +9%

Range Of Impact: +7% – +12%

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Issues:

- positive view
- recreational opportunities

The key factor overall with regard to adjacency to the park is the positive view. Rather than looking into other homes, residences adjacent to the park look into mature green space and as the park is developed as a passive recreational area, there are not high levels of pedestrian traffic.

5.5 NORTH SASKATCHEWAN RIVER VALLEY

Saskatchewan Drive lying north of 87th Avenue has evolved as a prestigious residential area. All homes along Saskatchewan Drive north of 87th Avenue have river valley views. There is also a small enclave of homes lying south of 87th Avenue to the west of Saskatchewan Drive which is a very prestigious area featuring dramatic river valley views.

Analyzing the impact of adjacency to the North Saskatchewan River Valley proved to be one of the more subjective aspects of the analysis based on variables such as the more limited number of sales and greater variety in terms of the size and overall quality of the residences. Homes along Saskatchewan Drive tend to be tightly held and sales are much less infrequent.

Average Impact: +26%
Range Of Impact: +12% – +32%

Issues:

- positive view
- exclusive location – prestige

The above statistics relate to improved residences. Some limited sales activity was observed with regard to vacant land or redevelopment sites. The premium with regard to vacant land was much more substantial being 60% on average as contrasted to redevelopment sites in interior, non-view locations.

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6.0 SUMMARY

The following will summarize the results of the analysis:

Factor	Average Impact	Range of Impact
University of Alberta		
– 116 th Street	-17%	-10% – -29%
– 117 th Street	-13%	10% – -15%
Arterial Roads		
– University Ave./Saskatchewan Dr.	-11%	-7% – -13%
– 87 th Avenue	-11%	-10% – -12%
Schools/Commercial Facilities		
– Schools	-8%	-5% – -11%
– Commercial Facilities	-8%	-2% – -15%
Neighbourhood Park	+9%	+7% – +12%
North Saskatchewan River Valley	+26%	+12% – +32%

7.0 PHOTOGRAPHS

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U of A – 116th Street



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U of A – 117th Street



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University Avenue – Saskatchewan Drive



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87th Avenue



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School



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Commercial Facilities



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Windsor Neighbourhood Park



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North Saskatchewan River Valley



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EXHIBIT G
IMPACT OF SEWAGE LAGOONS

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IMPACT OF SEWAGE LAGOONS

In June 2006, Gettel Appraisals Ltd. and Brian S. Gettel, B.Comm., AACI, were retained by a series of landowners having improved country residential acreages adjacent to a newly constructed sewage lagoon which was developed by Lac Ste. Anne County. We were retained to address the potential negative impact which the lagoon could exert on adjoining property values. The following will highlight the general impact assessment which was completed in conjunction with an analysis of sales which were utilized as a basis to derive value losses.

GENERAL IMPACT ASSESSMENT

The author over the past 25 years has examined a number properties impacted by sewage lagoons and completed research into the sales of property located adjacent to such facilities. Based on the author's experience, three basic problems tends to be associated with close proximity to sewage lagoons and these are outlined as follows:

- foul odors
- insect problems
- general stigma

Odor problems tend to be the most significant concern that arises based on adjacency to sewage lagoons. Where the odor problems are significant, this can detract from the overall use and enjoyment of a residential property located adjacent to the same. Generally speaking, odors tend to be most significant during April and May of each year, following the spring thaw. Odor problems are less significant during the summer and fall months and during the winter freeze up, when the lagoons are iced over, there does not tend to be any significant odor problem.

As odors are the most significant problem arising from sewage lagoons, a factor which will be highly influential to adjoining properties relates to the general pattern of prevailing winds. Within the subject locale, a majority of the winds tend to be from the west and northwest. As a result, properties located east and southeast of the sewage lagoons

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tend to be most significantly impacted. Facilities lying north and west of the lagoons tend to experience a lesser problem.

On occasion, the writers have encountered situations where insect problems arise from proximity to sewage lagoons. This can relate to mosquito and fly infestations. This tends to be a lesser problem area.

General stigma is something that typically arises for most properties located adjacent to sewage lagoons. Stigma can be defined as a brand or mark of infamy or a disgrace. In terms of real estate, stigma relates to a general reluctance of buyers to purchase a property within an area which has been affected by a facility such as a sewage lagoon. Other concerns which would fall under the impact of stigma would relate to potential health risks, environmental risks or potential risk to water supplies. Other stigma factors relate to liquidity of real estate assets and the ability to mortgage the same.

CASE STUDIES

In Lac Ste. Anne County, Alberta there are a series of three sewage lagoons which have been developed in and around Lac Ste. Anne. The lagoon situated near the Hamlet of Darwell (NW-17-54-4-W5) has experienced some sales activity involving properties located immediately adjacent to the lagoon. An analysis of these sales will be completed in the following narrative to assist in gauging the impact which facilities of this type exert on surrounding properties. An aerial photograph is included at the end of this paper and outlines the lagoon and location of the three sales adjoining the same which will be discussed in the following narrative:

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Case Study No. 1



This involves an improved rural residential/hobby farm holding legally described as a portion of the SW-20-54-4-W5. This property parallels Secondary Highway No. 633, lying immediately north and east of a sewage lagoon operated by Lac Ste. Anne County. The County also operates a waste transfer station on the same parcel as the lagoon. This property exhibits an area of 38.47 acres and is improved with a log home, which exhibits a bungalow type design and which exhibits an area of 1,040 square feet. The home exhibits a full walk-out basement which was fully developed and an attached veranda. The building site also features a detached 780 square foot heated and insulated double garage and a second 728 square foot detached double garage which was also insulated. The property also featured two horse shelters and was well landscaped and fully fenced. The home sold for \$148,500.00 in June 1999. The purchaser was F. Borges, et al and the vendor was C. Cooper.

This tends to represent a somewhat unique property and this relates to the size of the land base as well as the nature of the home. Log homes are very expensive to build and there are few comparable sales within the area. With regard to this case study, the writers concluded that a reasonable means of quantifying any impact would be to complete a typical Cost Approach on the property, similar to that which was completed for the subject property earlier in this report. For most rural properties, there is a high

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degree of correlation between the Cost Approach and Direct Comparison Approach as evidenced by pre-construction valuation of the subject property. The writers have investigated construction costs as of 1998 as well as land values within the area. The same type of depreciation analysis that was completed for the subject property will be undertaken. The following will summarize the results of the Cost Analysis:

Residence/GaragesReproduction Cost New

- Main Floor	1,040 Sq. Ft. @ \$115.00/Sq. Ft.	\$ 119,600.00
- Basement	1,040 Sq. Ft. @ \$ 22.50/Sq. Ft.	\$ 23,400.00
- Attached Deck	200 Sq. Ft. @ \$ 8.00/Sq. Ft.	\$ 1,600.00
- Garages	1,508 Sq. Ft. @ \$ 25.00/Sq. Ft.	<u>\$ 37,700.00</u>
Total:		\$ 182,300.00

Less: Depreciation

- Physical Deterioration @ 20%	\$36,460.00	
- Functional Depreciation	Nil	
- External Depreciation @ 10%	<u>\$18,230.00</u>	
Total:		<u>(\$ 54,690.00)</u>
Depreciated Cost:		\$ 127,610.00

Add: Other Improvements/Serviceing (Depreciated)

- 2 Horse Shelters	\$ 2,200.00	
- Driveway/Landscaping/Fencing	\$ 3,000.00	
- Services	<u>\$15,000.00</u>	
Total:		\$ 20,200.00

Overall Depreciated Cost Of Improvements:	<u>\$ 147,810.00</u>
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Add: Land Value As If Vacant:	<u>\$ 35,000.00</u>
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Total:	\$ 182,810.00
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Rounded To:	\$ 183,000.00
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Construction costs for log homes are substantially higher than those evident for typical wood frame homes, and the premium is in the order of 30% to 40%. The improvements were built in 1986, which would indicate a chronological age of 12 years as of the effective date, and a 20% physical deterioration allowance has been applied based on an age/life analysis. A 10% allowance for external depreciation was also applied. The Cost Approach has yielded a value estimate of \$183,000.00.

The value differential as contrasted to the actual selling price of the home is \$34,500.0. As related to a potential value of \$183,000.00, this indicates an 18.85% discount. Of note is that this particular property is located north and east of the sewage lagoon and transfer station, which would tend to suggest a lesser odor problem on an annual basis. Direct adjacency to the lagoon and transfer station however would confirm the potential for stigma. The land lies approximately 2,200 feet north of the lagoon and 1,100 feet north of the transfer station.

Case Study No. 2



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This study will focus on a vacant parcel of land lying immediately south of the Darwell sewage lagoon which is legally described as a portion of the SW-17-54-4-W5. This 135.26 acre block of land sold for \$95,000.00 in July 2002 indicating a unit value of \$702.00 per acre. The vendor was Hardman Ranches Inc. and the purchaser was Lathico Industries Ltd. This vacant parcel of land exhibits CLI class 4 soils and a combination of treed and open areas. The Lac Ste. Anne Municipal Development Plan has allocated the land for country residential use.

The writers have examined two other sales which occurred at or about the same point in time in the area and these will be outlined as follows:

Sale No. 1: NW-14-54-3-W5

This entails a 156.39 acre block of land located a short distance south and east of Alberta Beach. This parcel sold for \$175,000.00 in February 2002. The vendor was H. Habke and the purchaser was 884627 Alberta Ltd. The unit value is \$1,119.00 per acre. The property exhibits CLI class 3 and 4 soils and has been allocated for country residential development as per the County's MDP. A majority of the land is open.

Sale No. 2: NE-2-54-4-W5

This involves a 159.88 acre block of land located a short distance south and east of the subject property. L. Graham sold this property to A.G.J. Holdings Ltd. in June 2002 for \$133,000.00 or \$832.00 per acre. This property exhibits CLI class 4 soils and has been allocated for country residential use as per the County's MDP. The property exhibits a combination of treed and open areas.

The property located immediately south of the sewage lagoon in this instance has achieved a much lower per acre value. The property tends to be similar to indicator number 2 however, would be inferior to indicator number 1 based on the latter sale being closer to Alberta Beach and higher concentrations of development. In contrasting the sale of the land adjacent to the lagoon to index number 2, a discount of 15.62% is evident and as contrasted to the Alberta Beach sale, a discount of 37.26% is indicated. Again, indicator number 1 must be adjusted for the superior location. This case study would generally indicate a discount of 15%. Of note is that the north approximate 300 feet of this site lies within the 1,000 foot setback requirement from the lagoon.

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Case Study No. 3



This case study will key on a property which had been included as a sale utilized to derive an estimate of land value as if vacant for the subject property. In referring to page 30 of the report, this would involve indicator number 3 or, a 74.47 acre block of land paralleling Highway No. 633 and lying directly west of the Darwell sewage lagoon and transfer station. This sale can be compared to indicators 1, 2, 6 and 7 also included on page 30 and these sales have been denoted with blue dots on the preceding map. An additional sale which was not utilized within the area is noted as sale number 1 on the map.

The property directly west of the sewage lagoons sold for \$896.00 per acre. The other four sales disclosed within the area had transacted for \$1,038.00 to \$1,587.00 per acre. Sale number 1 involves a portion of the SW-3-54-4-W5. This 81.0 acre block of land sold in July 2005 for \$79,900.00 or, \$986.00 per acre. The vendor was T. Bradshaw, et al and the purchaser was R. & K. Maerz. The property exhibits CLI class 3 soils and treed and open areas. The County's Municipal Development Plan has allocated the land for country residential use.

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The various sales located closer to Alberta Beach would be considered superior in location and downward adjustments would be warranted. In terms of location, the more meaningful comparison would be the sewage lagoon property and indicator number 1 in this instance. A contrasting of the unit values of \$986.00 to \$896.00 would indicate a value differential of 9%. The sewage lagoon property however does front Secondary Highway No. 633 and entails a smaller block of land at 74.47 acres where a premium typically arises. In accounting for these variables, a discount in the order of 20% would be indicated and this particular property lies approximately 1,050 feet west of the lagoon where lesser impact would be evident based on prevailing winds. Also of interest with regard to this case study is that the property has essentially been relegated to an agricultural land value. This is derived by adjusting the property for the size component and comparing this sale to indicators 4 and 5 which has been discussed on page 30 and which represented basic agricultural holdings.

CONCLUSIONS

The three case studies have indicated value losses within a range of 15% to 20%. The studies also tend to confirm that lands allocated for country residential use can be relegated back to a basic agricultural value. It is also important to note that the three properties analyzed tend to be situated within locations which would result in lesser potential odor problems although case study number 2 did involve lands located south of the lagoon and portions of the parcel would not be suitable for siting buildings.

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EXHIBIT H
APPRAISER QUALIFICATIONS



23 RIVER DRIVE NORTH, BRAGG CREEK, AB

Professional Resume of
Chris N. Kroker, AACI, P. App., B.Comm.

Education

2003 – 2012	Post Graduate Certificate in Real Property Valuation AACI, P.App. Designation <i>University of British Columbia</i> <i>Appraisal Institute of Canada Program</i>
1997 – 2002	Bachelor of Commerce <i>University of Alberta</i> <i>Marketing Major</i>

Professional Affiliations

Member of the Appraisal Institute of Canada (AIC)

Member of the Real Estate Council of Alberta (RECA)

Professional Experience

2016 – Present	Commercial Real Estate Appraiser <i>Geffel Appraisals Ltd.</i> <i>Edmonton, Alberta</i>
2003 – 2016	Commercial Real Estate Appraiser <i>Bourgeois & Company Ltd.</i> <i>Edmonton, Alberta</i>

- Have been involved in the research, analysis and completion of commercial appraisals for all property types including (but not limited to) retail strip centres, shopping malls, hotels/motels, multi-residential projects of varying size and density, industrial office warehouse developments, office buildings, agricultural land, commercial/industrial land, proposed subdivision developments, "build to suit" projects, institutional, independent/assisted living and not-for-profit facilities.
- Have completed commercial appraisal reports for present day market valuation, retrospective valuation, foreclosures, market lease studies, legal matters, arbitration, and expropriation.
- Have given expert opinion evidence and oral evidence under oath in front of the Land Compensation Board.
- Involved in the research, analysis and presentation of pertinent data for a lease arbitration relating to a provincially incorporated, not-for-profit organization.
- Involved in the analysis, support and defense of a large portfolio in excess of \$30 million for legal proceedings.
- Assisted Alberta Health Services in completing various valuations to facilitate the sale of lands to the City of Edmonton for LRT expansion.
- Completed a number of "V-Day" valuations as support and defense for tax purposes.
- Completed a large scale valuation project on behalf of Alberta Infrastructure and Transportation to assist in the acquisition of lands to widen road allowances in Strathcona County.
- Involved in the research, analysis and defense of property valuations to assist the Regional Municipality of Wood Buffalo in negotiations to acquire Real Estate, with a particular focus in the Fort McMurray market.

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

SCOTT M. STRANG CRA, B.Comm

10129 – 161 Street NW, Edmonton AB T5P 3H9

Phone: (780) 429-2323 E-mail: scott@gettel.ca

CRA ACCREDITED APPRAISER

CRA designation with the Appraisal Institute of Canada. B.Comm with major in appraisal & assessment.

CAREER HISTORY

October 2017 – Current

Commercial Appraiser, GETTEL APPRAISALS LTD.
Edmonton, AB

I am currently a real estate appraiser with Gettel Appraisals Ltd. I have completed residential and commercial appraisal reports as well as consulting work for a wide range of purposes including purchases, refinancing, lines of credit, estate transactions, separation/division of assets, foreclosures, litigation, expropriation, relocations, etc.

Key Points:

- Nesting completion of the AACI designation with the Appraisal Institute of Canada.
- Completed residential and commercial appraisal reports as well as consulting work, for a wide range of purposes.

March 2012 – October 2017

Residential Appraiser, HALVORSEN FEDYNAK & COMPANY INC.
Edmonton, AB

Completed residential appraisal within the City of Edmonton and surrounding areas for a wide range of purposes including purchases, refinancing, lines of credit, estate transactions, separation/division of assets, foreclosures, acreage and recreational properties, relocations, among others.

Key Points:

- Attained the CRA designation with the Appraisal Institute of Canada.
- Completed residential appraisal reports for a wide range of purposes.

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November 2011 – January 2011

Research Assistant, BOURGEOIS & COMPANY
Edmonton, AB

I was responsible for collecting information on the sale of commercial properties within central Alberta. This required building relationships with realtors, assessors, and property owners, physically inspecting commercial properties, and maintaining a large database. Skills I developed at Bourgeois included research, database management, networking and client relations, as well as developing a more thorough understanding of the commercial real estate market in Edmonton.

Key Points:

- Developed contacts and gained an in-depth understanding of the Edmonton market
- Performed on-site property inspections
- Updated and maintained an in-house database of commercial sales, thrived in a demanding, fast paced office environment

May 2011 – October 2011

Candidate Appraiser, MATTILA APPRAISALS
North Battleford, SK

Developed residential real estate appraisals for North Battleford and the surrounding area. Reports completed include residential, acreage, as well as lake properties within a 300 Kilometer radius of North Battleford. Numerous responsibilities including initial research, billing, and ensuring clients were satisfied with the quality of appraisal reports.

Key Points:

- Residential blueprint appraisals, drive-by's, progress inspections, and full appraisals for refinancing, divorce, foreclosure and resale purposes.
- Corresponded with property owners and lending institutions

May 2010 – August 2010

Residential Assessors Assistant, CITY OF EDMONTON ASSESSMENT DEPARTMENT,
Edmonton, AB

Reporting to the Residential Manager, I led a team of four summer students and reassessed key neighborhoods within the City of Edmonton. By August, our team had not only met, but exceeded, expectations by inspecting more neighborhoods than originally planned.

Key Points:

- Led neighborhood assessment teams, was responsible for integrity of reporting and efficiency of the entire team.

23 RIVER DRIVE NORTH, BRAGG CREEK, AB

- Chosen to train and mentor summer students. Reviewed field review sheets of inspections performed by summer students.
- Observed several hearings at the Assessment Review Board in which clients were appealing assessment amounts on their properties.

May 2009, August 2009

Residential Assessments Assistant, CITY OF EDMONTON ASSESSMENT DEPARTMENT,
Edmonton, AB

Reporting to a Supervisor in the residential department, was responsible for collecting data for assessments in several neighborhoods throughout Edmonton.

Key Points:

- Assisted with the development, testing, and implementation of a field review software package.
- Met with clients to assess their properties, addressed any concerns or questions.
- Utilized skills such as communication, independence, time management, and fairness to ensure that projects were completed correctly and on time.

PROFESSIONAL AFFILIATIONS

Member of the Appraisal Institute of Canada (AIC)

Licensed with Real Estate Council of Alberta (RECA)

EDUCATION

2014 **Canadian Residential Appraiser (CRA) designation,** Appraisal Institute of Canada

2011 **Bachelor of Commerce Degree,** Athabasca University

2009 **Appraisal & Assessment Diploma,** Lakeland College

Joni Peperkorn, P.Eng.
[REDACTED]
[REDACTED]
[REDACTED]

December 30, 2019

Johnson Kwan
Planning Services Department
Rocky View County
262075 Rocky View Point
Rocky View County, AB
T4X 0X2

Re: File Number: 03913077
Application Number: PL20190156 / 57
Letter of Objection to proposed development

Dear Mr. Kwan,

I submit this letter to object to the proposed development of a Specialty Food and Beverage facility, Drinking Establishment, Hotel, Liquor Sales, Restaurant, Signs and other related uses at Lot 1, Block 6, Plan 1741 EW, SE-13-23-05-W05M as submitted by O2 Planning & Design (Brian Horton).

This application is a repackaged version of application 03913077; PRDP20184945 by Adam McLane that was granted a conditional development permit and subsequently appealed. This application contains no changes to the original design to address the decisions made by RVC's Subdivision and Development Appeal Board Order No.: 2019-SDAB-041.

The appeal of the original application resulted in the building height to be capped at two stories and all parking stalls required for the business to be located on-site (amongst other things). I feel that these results were fair and the residents of the area were adequately considered in these decisions for the business in its primarily residential location, and I would like the same conditions set forth for this application as well.

I respectfully request that the County Planning Services Department apply the same conditions set forth in Appendix "A" of the Appeal Board Order No.: 2019-SDAB-041 to this Direct Control development permit application.

If that is not possible, I request that Council please deny this application for a Direct Control District development permit which would ignore the reasonable recommendations that the County has already dictated.

Sincerely,



Joni Peperkorn, P.Eng.

Municipal Clerk's Office (Rockyview)

Re: C7960-2019

Application Number PL20190157 (03913077)

Dear Person;

This message is in response to the above referenced application to 'amend land use bylaw C-4841-97.

I own 2 (two) properties in the next block - north of where this 'amendment' is requested.

I have been a resident of Bragg Creek for 25 years.

I am not opposed to 'change', when the change is for the betterment of most.

I am opposed to change when the scales tip in favour of one person/company/and their monetary rewards vs the community as it was designed to house single family homes - accompanied by the peace and serenity that such a community emulates.

When this 'change' was first brought to the residents of River Dr. N. By the owner of the property, it was for - "a brewery"...

NOTE: Since this application originated approval for another brewery has transpired ..

As progress takes time - this 'change' has seemingly taken on a progression of it's own????!!!

Now, we have a multiple use for this less than ½ acre... I am assuming the county has bought the river-side necessary to construct the proposed dike - so it would be considerably less than ½ acre remaining..

To allow such a proposal is ignoring the entire population of this area - with the exception of one very large entrepreneurship, and a couple of smaller ones. These people would be the only ones benefiting.

Approval would mean -1 - the county gets more tax dollars - 2 -and the owners of this project would make money.

The residents who have lived here - some for generations would simply not be considered.

I really don't know how such a project has been prompted to continue - in a residential area that has been 'residential' for a century - for generations-.

Would such a project fly in Calgary - would the residents along the Elbow River in Calgary permit such? I think not.. But, in our wildest dreams, we, the residents along the Elbow River, in Bragg Creek, didn't see the county ignoring the residents, for the sake of a tax dollar grab...

I think that this application should be quashed - and any further 'proposed changes' to the land use in Bragg Creek, should not proceed until the county does a door to door questionnaire - getting feedback from each and every resident, as to how they want their land impacted - or not - by those who have nothing in mind but increasing their net worth, and to hell with the residents.

No - because there are no 3 story buildings in our Hamlet - and I doubt that any resident wants it, I don't..

No - because there is no parking - and having parking on the next block or down the road just doesn't make sense - just noise /pollution/traffic - crossing the main street.

No - because it impinges on the lifestyle chosen by persons who live there. They chose 'the

hamlet' - not the city - to avoid just this type of 'change'.

No - changing the status to 'Direct Control' - control should not be the choice of the county without everyone's (residents) input.

No - we already have a brewery two blocks down the road.

No - because this is a residential area -

No - we have a food and beverage specialty house down the main road - not in the residential area. There are many 'specialty spots' in Bragg - all in the area designated for such!!!

No - Drinking establishment - next door to residents - no - I think not

No - hotel - with no parking - how wild is that - would they have valet service to the negotiated parking across the main street???

No - liquor sales - we have enough of those outlets in the Hamlet already

How has this application managed to get this far??? Common sense ??? tells us NO, NO , NO..

WHERE IN HELL IS MARK?? YOU ARE THERE TO REPRESENT US COUNSELOR!!!!!!

I COULD GO ON - BUT THERE WILL BE OTHER OBJECTORS - FOR SURE.

I SINCERELY HOPE THAT THIS LETTER CAN BE READ OUT LOUD DURING THIS PROCESS.

I SIMPLY CANNOT BE THERE IN PERSON... BUT I KNOW THIS RESPONSE SPEAKS FOR MY NEIGHBOURS, AS WELL.

Sincerely,

ELAINE RATH

Elaine Rath MSW (retired)

Johnson Kwan

From: [REDACTED]
Sent: Tuesday, December 24, 2019 2:19 PM
To: Johnson Kwan
Subject: Bragg Creek Brewery File Number 03913077, Application # PL20190156 / 57
Categories: Red Category

Good Afternoon Johnson,

Re. Bragg Creek Brewery File # 03913077, Application # PL20190156 / 57

First let me say that as a resident and business owner within Bragg Creek, I support the Bragg Creek Brewery (BCB) proposal and am disappointed that the County makes the process for development so exasperating. I'm surprised that the BCB is still persisting after so many years but at the same time encouraged by their tenacity.

So to the concerns:

1. Regarding water usage – if the average household uses approx. .25 cubed meters of water per day, it must be possible to estimate a brewery/hotel/restaurant's daily consumption beyond the one cubic meter proposed. I would think that similar businesses in the county might set precedent. Waiting until the Building Permit Stage leaves us uninformed regarding a significant requirement.
2. Regarding Parking - with all due respect to Bunt and Associates (B&A), their estimate of 38 stalls seems grossly underestimated. Lack of parking is the number one infrastructure concern witnessed daily by me as a business owner. Our mall (The Trading Post) sees on average approx. 10-15% of it's stalls occupied by non-patrons ... people car-pooling to hike and bike, or parked to explore the rest of Bragg Creek. The other Mall parking lots are used in much the same way. If the BCB has a dozen or more staff driving from the city, 21 guests enjoying their accommodation and a dozen or so guests drinking and dining ... then with the addition of non-patron parking, the B&A number of 38 just doesn't make sense. In addition, what happens to those verbal (or formal) agreements for 17 additional off-site parking stalls when those properties sell? People usually park where they want to park which means we will have BCB patrons parking in our lot on occasion if they don't have adequate parking on-site. Patrons of the Italian Farmhouse park in the adjacent mall parking lot when the Farmhouse lot is full in spite of parking restriction signs meant to deter Mall parking. There is no parking enforcement in Bragg Creek (impossible!) and there will be spill-over into residential streets and added pressure put on existing lots if BCB doesn't have adequate parking beyond the 21 stalls proposed. We see this already with existing restaurants which don't have adequate parking. The BCB MSDP (October 2019) mentions an Operational Plan that contains

'significant considerations' for mitigating parking concerns but I've yet to find that documentation. Additional insight into this would be appreciated.

Regards,

Bob Cook

Branded Visuals Inc.

B232, Bay 4, #1 White Ave. (Trading Post Mall)

Bragg Creek, Alberta - Canada



February 12, 2020

Rocky View County
262075 Rocky View Point
Rocky View County, AB
T4Z 0X2

To the Attention of Rocky View Council:

OPPOSE the proposed Rocky View County (RVC) Bylaw (C7960-2019) for the following reasons:

Lynn Gallen
Elkana Estates, Bragg Creek, AB

I am not able to attend the hearing in person, please accept this written submission.

On 30 Jan 2020, four months after the Appeal Decision on 11 Sep 2019 (file 03913077; PRDP20184945), Mr. Baruch Laskin of Bragg Creek Brewing attended an open house located at the Bragg Creek Community Association (BCCA).

During this meeting, Mr. Laskin discussed with attendees, a resolution to the identified issue related to the parking shortage at the proposed location for the future Brewery and Hotel (subject of this proposed Direct Control Bylaw). His resolution was to shuttle persons to and from the BCCA. Mr. Laskin did provide this in his written submission (June 20, 2019-Section 164) for the Applicant of the Appeal Decision.

The present BCCA Board were not aware of any form of arrangement or proposal made by Mr. Laskin for the parking of vehicles of patrons that would be frequenting the Bragg Creek Brewing Company and Hotel site. The present board has stated that they did not have any form of discussion with Mr. Laskin or aware of any messaging relayed to them from the previous board members of such an arrangement. This mixed messaging only 4 months after the Appeal Decision by Mr Laskin introduced an irreversible skepticism on any other utterances to appease residents concerns.

I believe along with other concerned members of the community, that the original vision relayed to residents of Bragg Creek by Mr. Laskin of "a cabin in the woods effect" of a brewery and coffee roaster, to the development application of a multi-use facility, including a boutique inn and restaurant, has increased its development/architectural footprint and would not be a suitable location as proposed in the development application. The Hamlet of Bragg Creek Design Standards sets out certain requirements for development inclusive of parking standards. Parking availability and concerns raised by RVC have not been addressed by the Applicants for the development.

Mr. Laskin has offered in his development proposal to RVC, an alternative solution to the lack of parking for the proposed development. The remedy offered would have

neighboring business locations provide an allotment of parking stalls to make up for the deficiency in his development requirement for additional parking. Laskin stated the additional parking stalls would be made available during certain hours/days of the week, weekends and or holidays.

Traffic studies analysis submitted in the development application appeared to be limited in nature to the date and times for when it was conducted. The report appears to lend itself to the opinion that visitors to the Bragg Creek Community, which would include possible future patrons to the proposed development, would primarily frequent the Hamlet of Bragg Creek on weekends, holidays and the flow of traffic within the proposed development location would be limited to these specific time periods. This statement is highly inaccurate as to the traffic flow for this highly traveled intersection is steady throughout and the gateway to various residential sub-divisions of West Bragg Creek and the only available roadway to the park.

The bottom line is that the development has failed to meet the criteria set for required parking and the non confirmed/permanent offsite parking is not an effective alternative. There is no firm commitment long term to address parking for this proposed registered development. The proposed Bylaw does not address the parking concerns and will greatly impact the neighboring residences and business operations alike.

Mr. Laskin has produced documentation for the development of this premises, that stated there is no parking issues within the Hamlet of Bragg Creek. This statement is not accurate by any means. It is common knowledge with persons that reside in Bragg Creek that there is a definite lack of parking for hamlet businesses along the Balsam Avenue. Employees are “encouraged” to park off-site and often patrons within the hamlet are required to seek alternative parking from their intended location. The main mall is regularly utilized by persons that bike back and forth to the Provincial park restricting further availability of parking stalls in the hamlet.

The Proposed Direct Control Bylaw is extremely vague and lacks the details of concern raised during the Appeal Decision. The proposed Bylaw has no appeal process once approved and therefore needs to be all encompassing of all necessary detail for the betterment of the community; for the persons who reside in the community and for the safety and security for the proposed patrons of the development and surrounding property owners and residents.

The community and RVC have already addressed many concerns clearly articulated in the Appeal Decision date 11 Sep 2019. The RVC listed pages of remedies for all concerns from “Prior to Issuance, Prior to Occupancy to Permanent” stages. Now The Applicants apply for “Direct Control Bylaw” which seems to be extremely vague and omitted many important aspects to our Community. The Proposed Bylaw seems to ignore many of the conditions that addressed the Community concerns and also appears to circumvent the detailed input and conditions placed on The Applicant by RVC Board of professionals who are in place to protect our Community.

Ignoring the Appeal Decision and its conditions while creating a Proposed Direct Control Bylaw in its place is a misuse of the entire system of transparency, procedures, ethics and in the end accountability to our Community residents. The application of this Direct Control Bylaw is a legal bypass to the work done in the Appeal Decision to ensure all residents' concerns were addressed. Reading the voids in the Proposed Bylaw shows all of us that the Applicant is determined to move forward without addressing Community concerns.

2.3.1 Minimum number of on-site parking stalls: 21

There is no other requirements stated that are necessary to ensure 21 stalls are efficient and functional for all seasons and all situations. A 21 room hotel would require far more than 21 stalls to be functional on its own property and would cause detriment to residents.

It should be a requirement that the 21 onsite stalls are available 100 % of the time to ensure they are not affected due to seasonal concerns. Normally in Bragg Creek drive ways and parking lots use approx 1/5 of the space for snow storage. Snow storage in Bragg starts in Nov and ends in May, 7 months of a year. Following that is 2 months of flooding which could make the parking stalls unusable. This totals 9 months of affected parking stall usage is due to seasonal and unpredicted weather.

The bylaw does not specify that the 21 onsite stalls cannot be used for temporary storage or containers, outdoor activities, festivals etc. This would add to patrons searching for offsite parking but great for marketing.

The Bylaw does not dictate the parking stall sizes or that they must comply with other bylaws. There is no readable scale on the Landscape Plan but by seeing this property size in person, it clearly shows that 14 stalls along the south side and 9 stalls along the east side will be for very small vehicles. Approximately 50% of vehicles coming to Bragg Creek are large pick ups or SUV's.

It serves no purpose for the RVC or a Bylaw to state 21 stalls are required if they are not actually usable for 21 vehicles full time.

10 of the stalls along the south side show the vehicles are to make a 90 degree turn into the stall bordered by a building. 7 stalls along the east side are also required to make a 90 degree turn to park again bordered by the building. Looking at the Landscape drawing, with no scale readable, the space to enter the stall is the same length as the stall on the drawing. This would not be a functional parking lot for the amount of spaces drawn on this plan. The largest stall on the SW portion of the parking lot is appears to may be the Handicap parking spot but due to location would give the most difficulty to manoeuvre into it.

The water run off on this lot, if graded away from the building and away from the river would cause flooding to both the South and East bank of parking stalls. It is the County,

RVC responsibility to ensure that water and waste water systems will be capable of handling the increase to water flows. The footprint of the development is a concern to residents of Bragg Creek. The storm water dispersing from the development area is also a cause of concern. Further highlighted geotechnical concerns outlined in the development documentation, clearly outlined that surface levels of groundwater are shallow in the proposed land usage area for the development and could/would affect the actual building infrastructure adversely with added contributing factors attributed to the accumulation of snow/rain and the seasonal weather.

A visit to the proposed site by persons who do not reside or frequent the hamlet regularly would clearly validate the concerns as outlined. A first-hand view of the accumulation of snow and water throughout the season for this small proposed area would be very evident that future problems will present themselves. It would be prudent for RVC to conduct further consultation as this would greatly affect emergency vehicles access, patron accessibility and the limitation to mobility of vehicular and pedestrian traffic flow.

Minimum onsite parking will be 21. The maximum number of onsite parking the Development Appeal Board would allow was 22 stalls. Why the change? Why would RVC now accept over the amount they decided upon in Sep 2019?

OFF SITE PARKING:

The BCCA is not a solution to offsite Parking location unless unknowingly to the public it has been approved by Rocky View County? Is RVC or the proposed development company (Applicants), accepting civil liability for patrons who park off site, will additional safety and security measures be implemented to ensure that proper lighting and infrastructure be set in place? Will the RCMP and county Bylaw enforcement be conducting regular patrols to ensure parking violations are not occurring and that the parking lot and development property is being properly maintained in the event of emergency or that adequate parking is always provided during business operations?

2.3.2 Minimum number of off-site parking stalls: 17

2.5.1 Off-site parking shall be secured through an agreement signed by the off-site parking lessor and the developer, or property owner of the land in the Direct Control District, to the satisfaction of RVC.

There is no authority required on this Proposed Bylaw that 17 stalls must be contracted for the entire time this business is running. Conceivably the applicant could have a contract for a year or so and that person(s) move or sell, then what? Perhaps the Applicant cannot find Offsite parking in the future and then what happens? Nothing is noted in the Proposed Bylaw.

There is no Offense or Punishment section in this Proposed Bylaw. What will occur should no offsite parking be secured or halted due to property sales etc.?? The Bylaw

needs to include sanctions for lack of future compliance; Business closure until parking offsite is addressed? There should be a fine that doesn't make it worthwhile to not secure off-site parking, or it would be considered a cost of doing business. There should be a stop to business continuation after a reasonable period of time, 60 days for example.

Any offsite parking location that is arranged needs to be clearly signed to prevent patrons from driving around searching for a parking spot.

There is no room for parking along River Drive or Balsam Avenue. That is currently an issue during weekends and summer season. During the Bragg Creek Parade day many locals park for the morning along the grassy area on the east side of Center Avenue (West Bragg Creek side of bridge) for about 4 hours. That day is an example of the congestion and unsafe practice that will become a constant as patrons naturally pull in there from the West Bragg Creek trail head and walk over the bridge to the Applicants property.

Those pedestrians can only cross the bridge on the south side (pedestrian walking lane). Then those pedestrians will have to cross Balsam Avenue to enter the Business property. There is no cross walk there which is a safety concern. Placing a cross walk there to resolve safety will cause a bottle neck for the heavy flow of traffic to and from the West Bragg Trails and local traffic.

The west side of the bridge has 3 stop signs which causes a bottle neck. Adding a crosswalk to the east of that bridge will cause a standstill during busy times. This will greatly affect myself and other residents' use of lands / roads in our own back yard.

Minimum offsite parking stalls would be 17. The Development Appeal Board would not allow any off-site parking stalls. Why now in this Proposed Direct Control Bylaw would RVC allow a contradiction to such a degree of difference? RVC are elected and placed to conduct their duties with due diligence. How can the RVC staff change their minds this wide a variance in 5 months over the exact same piece of property with the exact same design and intent?

SNOW STORAGE:

There are 3 extra parking stalls according to this Landscape Plan that could be used for snow storage. Snow storage would be limited on the North area of land (Loading dock) and restricted towards the river and along the building. This leaves utilizing space for what should be "at all times" 21 designated parking stalls.

The intersection adjacent to the development property, inclusive of traffic across the bridge to the intersection of Balsam Ave/ River Drive is plagued with snow removal/storage concerns. During the winter months, October through to March-April, large berms of snow are created by county clearing equipment and this accumulation at the related intersection reduces vision for drivers of this high-volume traffic area. The proposed development will add further need to clear the parking lot of snow

accumulation which will further compound issues for the surrounding area. The Applicant will have to resort to pushing snow off the development property onto neighboring properties which is a breach of the RVC bylaws.

BUILDING HEIGHT:**2.4.1 Maximum building height: 13 meters**

The height of the building constructed will be 13 metres high and three story which is not in compliance and with the Hamlet of Bragg Creek Design Standards.

The Development Appeal Board stated the maximum height permitted and what they would allow was two story or 10 metres.

LOT COVERAGE:**2.4.2 Maximum lot coverage: 21%**

The Hamlet of Bragg Creek Design Standards state that for an acre of land the maximum site coverage should be 15%. Since the property is less than 1/2 acre the percentage would be significantly less than 15%.

The property was originally zoned as Hamlet Residential 1. It was rezoned in 2017 to commercial. It is now being rezoned to Direct Control to accommodate this one business. The community already responded with concerns, RVC listened and imposed rules for each stage. To circumvent complying with those restrictions and rules there is now a Purposed Direct Control Bylaw all for this Applicant.

Calgary does not allow breweries to be zoned in residential areas. Calgary originally had all breweries in the industrial area and in recent years changed their bylaw to allow breweries in mixed use areas (commercial and industrial).

It is my belief that this new “mega business” is just too large for this location at the artery of our Community. Should it be scaled back to its original descriptive, most of us including myself would welcome the addition to the Community.

Lynn Gallen
27 April Road,
Bragg Creek, AB.

February 12, 2020

Rocky View County
262075 Rocky View Point
Rocky View County, AB
T4Z 0X2

To the Attention of Rocky View Council:

OPPOSE the proposed Rocky View County (RVC) Bylaw (C7960-2019) for the following reasons:

Rod Wood
Elkana Estates, Bragg Creek, AB

I am not able to attend the hearing in person, please accept this written submission.

BYLAW AND REGULATION COMPLIANCE:

The Bragg Creek Brewery Master Site Development Plan proposed (plan) under the proposed "Direct Control Bylaw" provides no description of compliance to federal, provincial, county or community regulations or bylaws nor are mitigative measures or actions to address contraventions stipulated. Acknowledgement of regulatory requirements and a documented risk management plan complete with a defined means of addressing complaints, risks, near miss and contravening incidents would provide an opportunity for community members to better understand the impacts of the business and the business' capability to foresee and address challenges.

ODOR CONTROL:

The plan does not mention or quantify odor control risks or measures. Given the proposed proximity to residential and commercial properties and the prevailing wind direction, plans to quantify, mitigate and control odor should be included in the documented proposal.

OFF SITE PARKING:

The BCCA is not a solution to offsite Parking location. The BCCA is a hub of activity for the community which includes a playground, a daycare, a preschool, a kindergarten, and a variety of children's drop-in activities. The high frequency of children at the BCCA and in the parking lot presents a safety risk with an increase of traffic and mixing of individuals that are unassociated with BCCA activities.

As a member of the BCCA, I am concerned about the liability management and costs associated with using the BCCA for offsite parking for an operating business. Liability management and the increased costs associated with ongoing operation and maintenance costs for the use of the BCCA parking lot need to be defined and agreed to by the BCCA.

Additionally, I am in support of the following comments submitted by Lynn Gallen as follows:

On 30 Jan 2020, four months after the Appeal Decision on 11 Sep 2019 (file 03913077; PRDP20184945), Mr. Baruch Laskin of Bragg Creek Brewing attended an open house located at the Bragg Creek Community Association (BCCA).

During this meeting, Mr. Laskin discussed with attendees, a resolution to the identified issue related to the parking shortage at the proposed location for the future Brewery and Hotel (subject of this proposed Direct Control Bylaw). His resolution was to shuttle persons to and from the BCCA. Mr. Laskin did provide this in his written submission (June 20, 2019-Section 164) for the Applicant of the Appeal Decision.

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Mr. Laskin has offered in his development proposal to RVC, an alternative solution to the lack of parking for the proposed development. The remedy offered would have neighboring business locations provide an allotment of parking stalls to make up for the deficiency in his development requirement for additional parking. Laskin stated the additional parking stalls would be made available during certain hours/days of the week, weekends and or holidays.

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to lend itself to the opinion that visitors to the Bragg Creek Community, which would include possible future patrons to the proposed development, would primarily frequent the Hamlet of Bragg Creek on weekends, holidays and the flow of traffic within the proposed development location would be limited to these specific time periods. This statement is highly inaccurate as to the traffic flow for this highly traveled intersection is steady throughout and the gateway to various residential sub-divisions of West Bragg Creek and the only available roadway to the park.

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The community and RVC have already addressed many concerns clearly articulated in the Appeal Decision date 11 Sep 2019. The RVC listed pages of remedies for all concerns from "Prior to Issuance, Prior to Occupancy to Permanent" stages. Now The Applicants apply for "Direct Control Bylaw" which seems to be extremely vague and omitted many important aspects to our Community. The Proposed Bylaw seems to ignore many of the conditions that addressed the Community concerns and also appears to circumvent the detailed input and conditions placed on The Applicant by RVC Board of professionals who are in place to protect our Community.

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2.3.1 Minimum number of on-site parking stalls: 21

There are no other requirements stated that are necessary to ensure 21 stalls are efficient and functional for all seasons and all situations. A 21-room hotel would require far more than 21 stalls to be functional on its own property and would cause detriment to residents.

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It serves no purpose for the RVC or a Bylaw to state 21 stalls are required if they are not actually usable for 21 vehicles full time.

10 of the stalls along the south side show the vehicles are to make a 90 degree turn into the stall bordered by a building. 7 stalls along the east side are also required to make a 90 degree turn to park again bordered by the building. Looking at the Landscape drawing, with no scale readable, the space to enter the stall is the same length as the stall on the drawing. This would not be a functional parking lot for the amount of spaces drawn on this plan. The largest stall on the SW portion of the parking lot appears to may be the Handicap parking spot but due to location would give the most difficulty to manoeuvre into it.

The water run off on this lot, if graded away from the building and away from the river would cause flooding to both the South and East bank of parking stalls. It is the County, RVC responsibility to ensure that water and wastewater systems will be capable of handling the increase to water flows. The footprint of the development is a concern to residents of Bragg Creek. The storm water dispersing from the development area is also a cause of concern. Further highlighted geotechnical concerns outlined in the development documentation, clearly outlined that surface levels of groundwater are shallow in the proposed land usage area for the development and could/would affect

the actual building infrastructure adversely with added contributing factors attributed to the accumulation of snow/rain and the seasonal weather.

A visit to the proposed site by persons who do not reside or frequent the hamlet regularly would clearly validate the concerns as outlined. A first-hand view of the accumulation of snow and water throughout the season for this small proposed area would be very evident that future problems will present themselves. It would be prudent for RVC to conduct further consultation as this would greatly affect emergency vehicles access, patron accessibility and the limitation to mobility of vehicular and pedestrian traffic flow.

Minimum onsite parking will be 21. The maximum number of onsite parking the Development Appeal Board would allow was 22 stalls. Why the change? Why would RVC now accept over the amount they decided upon in Sep 2019?

OFF SITE PARKING:

The BCCA is not a solution to offsite Parking location unless unknowingly to the public it has been approved by Rocky View County? Is RVC or the proposed development company (Applicants), accepting civil liability for patrons who park off site, will additional safety and security measures be implemented to ensure that proper lighting and infrastructure be set in place? Will the RCMP and county Bylaw enforcement be conducting regular patrols to ensure parking violations are not occurring and that the parking lot and development property is being properly maintained in the event of emergency or that adequate parking is always provided during business operations?

2.3.2 Minimum number of off-site parking stalls: 17

2.5.1 Off-site parking shall be secured through an agreement signed by the off-site parking lessor and the developer, or property owner of the land in the Direct Control District, to the satisfaction of RVC.

There is no authority required on this Proposed Bylaw that 17 stalls must be contracted for the entire time this business is running. Conceivably the applicant could have a contract for a year or so and that person(s) move or sell, then what? Perhaps the Applicant cannot find Offsite parking in the future and then what happens? Nothing is noted in the Proposed Bylaw.

There is no Offense or Punishment section in this Proposed Bylaw. What will occur should no offsite parking be secured or halted due to property sales etc.?? The Bylaw needs to include sanctions for lack of future compliance; Business closure until parking offsite is addressed? There should be a fine that doesn't make it worthwhile to not secure off-site parking, or it would be considered a cost of doing business. There should be a stop to business continuation after a reasonable period of time, 60 days for example.

Any offsite parking location that is arranged needs to be clearly signed to prevent patrons from driving around searching for a parking spot.

There is no room for parking along River Drive or Balsam Avenue. That is currently an issue during weekends and summer season. During the Bragg Creek Parade day many locals park for the morning along the grassy area on the east side of Center Avenue (West Bragg Creek side of bridge) for about 4 hours. That day is an example of the congestion and unsafe practice that will become a constant as patrons naturally pull in there from the West Bragg Creek trail head and walk over the bridge to the Applicants property.

Those pedestrians can only cross the bridge on the south side (pedestrian walking lane). Then those pedestrians will have to cross Balsam Avenue to enter the Business property. There is no cross walk there which is a safety concern. Placing a cross walk there to resolve safety will cause a bottle neck for the heavy flow of traffic to and from the West Bragg Trails and local traffic.

The west side of the bridge has 3 stop signs which causes a bottle neck. Adding a crosswalk to the east of that bridge will cause a standstill during busy times. This will greatly affect myself and other residents' use of lands / roads in our own back yard.

Minimum offsite parking stalls would be 17. The Development Appeal Board would not allow any off-site parking stalls. Why now in this Proposed Direct Control Bylaw would RVC allow a contradiction to such a degree of difference? RVC are elected and placed to conduct their duties with due diligence. How can the RVC staff change their minds this wide a variance in 5 months over the exact same piece of property with the exact same design and intent?

SNOW STORAGE:

There are 3 extra parking stalls according to this Landscape Plan that could be used for snow storage. Snow storage would be limited on the North area of land (Loading dock) and restricted towards the river and along the building. This leaves utilizing space for what should be "at all times" 21 designated parking stalls.

The intersection adjacent to the development property, inclusive of traffic across the bridge to the intersection of Balsam Ave/ River Drive is plagued with snow removal/storage concerns. During the winter months, October through to March-April, large berms of snow are created by county clearing equipment and this accumulation at the related intersection reduces vision for drivers of this high-volume traffic area. The proposed development will add further need to clear the parking lot of snow accumulation which will further compound issues for the surrounding area. The Applicant will have to resort to pushing snow off the development property onto neighboring properties which is a breach of the RVC bylaws.

BUILDING HEIGHT:

2.4.1 Maximum building height: 13 meters

The height of the building constructed will be 13 metres high and three story which is not in compliance and with the Hamlet of Bragg Creek Design Standards.

The Development Appeal Board stated the maximum height permitted and what they would allow was two story or 10 metres.

LOT COVERAGE:2.4.2 Maximum lot coverage: 21%

The Hamlet of Bragg Creek Design Standards state that for an acre of land the maximum site coverage should be 15%. Since the property is less than 1/2 acre the percentage would be significantly less than 15%.

The property was originally zoned as Hamlet Residential 1. It was rezoned in 2017 to commercial. It is now being rezoned to Direct Control to accommodate this one business. The community already responded with concerns, RVC listened and imposed rules for each stage. To circumvent complying with those restrictions and rules there is now a Purposed Direct Control Bylaw all for this Applicant.

Calgary does not allow breweries to be zoned in residential areas. Calgary originally had all breweries in the industrial area and in recent years changed their bylaw to allow breweries in mixed use areas (commercial and industrial).

It is my belief that this new “mega business” is just too large for this location at the artery of our Community. Should it be scaled back to its original descriptive, most of us including myself would welcome the addition to the Community.

Lynn Gallen
27 April Road,
Bragg Creek, AB.

Rod Wood
41 April road
Bragg Creek, Alberta

Tyler Andreasen

From: [REDACTED]
Sent: Wednesday, February 12, 2020 3:09 PM
To: PAA_ LegislativeServices
Subject: C-7960-2019

February
Rocky View County
262075 Rocky View Point
Rocky View County, AB
T4Z 0X2 February 12, 2020

To the Attention of Rocky View Council:

OPPOSE the proposed Rocky View County (RVC) Bylaw (C7960-2019) for the following reasons:

12/2020

Ed and Karen Brownlee
51 April Road
Elkana Estates
Bragg Creek Alberta

We believe along with other concerned members of the community, that the original vision relayed to residents of Bragg Creek by Mr. Laskin of “a cabin in the woods effect” of a brewery and coffee roaster, to the development application of a multi-use facility, including a boutique inn and restaurant, has increased its development/architectural footprint and would not be a suitable location as proposed.

Lack of adequate parking on site, 21 proposed parking stalls does not meet RVC requirements of 55 on site parking stalls for a development of this size. RVC policy should be adhered to. In our opinion the concept of offsite parking is not viable. Not to mention after opening there is nothing in place to guarantee compliance.

We believe that a 2 story 10M height should be maintained as the development appeal board stated. A 13M 3 story building is not conducive to the natural look of the hamlet. Especially when this is bordering a residential area.

Maximum lot coverage of 21% is unacceptable considering Bragg Creeks design standard state that on an acre of land the maximum site covering should be 15%.

It is our belief that this new development is just too large for this location at the artery of our Community, and should meet the proper guidelines as listed above. Should it be scaled back to its original descriptive, most of us including ourselves would welcome the addition to the Community.

Ed and Karen Brownlee
51 April Road
Bragg Creek, Alberta Canada

Johnson Kwan

From: Jude Cartwright [REDACTED]
Sent: Wednesday, February 12, 2020 11:46 AM
To: Johnson Kwan
Subject: C-7960-2019

Categories: Red Category, Yellow Category

I am opposed to application PL20190157(03913077). I am not in support of Bragg Creek Brewery, Hotel and Roastery at the proposed location.

- I believe the issues of odour from a brewery and coffee roastery have not been addressed. Roasteries can have a particularly foul smell and will have a negative impact on the surrounding area.
- noise from the outside patio will have a negative effect on the surrounding area. Trees may provide a slight buffer but the river will provide a corridor for noise.
- the issue regarding the noise of the machines that will be used by the brewery and roastery has not been addressed.
- Offsite parking is not a solution to meet the minimum parking requirements. The majority of the offsite parking is on Tsuut'ina lands requiring a minimum 24 hours notice to be used. That is not a realistic expectation given the nature of a brew pub and the expected clientele. The community centre has also been suggested as offsite parking. This is also not realistic given that their busy times on the weekends would coincide with a brew pub's busy times. I also believe people coming off the West Bragg Trails will not be comfortable leaving their expensive bikes in the back of their trucks at the community centre in the evenings. As we all know, rural crime is an issue.
- Balsam Avenue only has a sidewalk on the south side and for most of the months of the year it is covered in snow, ice or water and is difficult to navigate.
- A three story building is not appropriate for the location.

A brewery in Bragg Creek could be a positive development for Bragg Creek but not in the proposed location. I believe it will have a very negative impact on the residents close to the development and others in the surrounding area and therefore I cannot in good conscience support the proposed development.

Sincerely,

Jude Cartwright
 56 Cummer Place
 Bragg Creek

-



YOUR NAME BRAGG CREEK, AB TOL OKO

RecipientDepartment
Rocky View County.
Johnson Kwan
262075
Rocky View Point
ROCKY VIEW COUNTY, AB
T4A 0X2

File Number 03913077
Application Number PL 190156/57
Division 1

Dear Recipient:

My Name is Charlie Holschuh.

I was a member of the Bragg Creek Revitalization committee.

I still have the proposed plan and map. It was suggested White Avenue would be best for small boutique hotels or Inns.

The proposed location is very close to residential properties. To have a Brewery, Restaurant and a hotel on +-43 acres looks to me impossible. I can't see any room for parking. Other Restaurants had to show appropriate numbers of parking stalls. It would not be right to make exemptions.

The Development Proposal shows a building with 3 levels. We have hight restrictions in the hamlet. We can not allow to change the character of the hamlet.

I suggest the applicants should reconsider the location and get a bigger parcel of land.

Charlie Holschuh 

February 12, 2020

Rocky View County
262075 Rocky View Point
Rocky View County, AB
T4Z 0X2

To the Attention of Rocky View Council:

OPPOSE the proposed Rocky View County (RVC) Bylaw (C7960-2019) for the following reasons:

Christine and Rod Pollard
Wintergreen Woods, Bragg Creek, AB

We are not able to attend the hearing in person, please accept this written submission.

On 30 Jan 2020, four months after the Appeal Decision on 11 Sep 2019 (file 03913077; PRDP20184945), Mr. Baruch Laskin of Bragg Creek Brewing attended an open house located at the Bragg Creek Community Association (BCCA).

During this meeting, Mr. Laskin discussed with attendees, a resolution to the identified issue related to the parking shortage at the proposed location for the future Brewery and Hotel (subject of this proposed Direct Control Bylaw). His resolution was to shuttle persons to and from the BCCA. Mr. Laskin did provide this in his written submission (June 20, 2019-Section 164) for the Applicant of the Appeal Decision.

The present BCCA Board were not aware of any form of arrangement or proposal made by Mr. Laskin for the parking of vehicles of patrons that would be frequenting the Bragg Creek Brewing Company and Hotel site. The present board has stated that they did not have any form of discussion with Mr. Laskin or aware of any messaging relayed to them from the previous board members of such an arrangement. This mixed messaging only 4 months after the Appeal Decision by Mr Laskin introduced an irreversible skepticism on any other utterances to appease residents concerns.

I believe along with other concerned members of the community, that the original vision relayed to residents of Bragg Creek by Mr. Laskin of “a cabin in the woods effect” of a brewery and coffee roaster, to the development application of a multi-use facility, including a boutique inn and restaurant, has increased its development/architectural footprint and would not be a suitable location as proposed in the development application. The Hamlet of Bragg Creek Design Standards sets out certain requirements for development inclusive of parking standards. Parking availability and concerns raised by RVC have not been addressed by the Applicants for the development.

Mr. Laskin has offered in his development proposal to RVC, an alternative solution to the lack of parking for the proposed development. The remedy offered would have

neighboring business locations provide an allotment of parking stalls to make up for the deficiency in his development requirement for additional parking. Laskin stated the additional parking stalls would be made available during certain hours/days of the week, weekends and or holidays.

Traffic studies analysis submitted in the development application appeared to be limited in nature to the date and times for when it was conducted. The report appears to lend itself to the opinion that visitors to the Bragg Creek Community, which would include possible future patrons to the proposed development, would primarily frequent the Hamlet of Bragg Creek on weekends, holidays and the flow of traffic within the proposed development location would be limited to these specific time periods. This statement is highly inaccurate as to the traffic flow for this highly traveled intersection is steady throughout and the gateway to various residential sub-divisions of West Bragg Creek and the only available roadway to the park.

The bottom line is that the development has failed to meet the criteria set for required parking and the non confirmed/permanent offsite parking is not an effective alternative. There is no firm commitment long term to address parking for this proposed registered development. The proposed Bylaw does not address the parking concerns and will greatly impact the neighboring residences and business operations alike.

Mr. Laskin has produced documentation for the development of this premises, that stated there is no parking issues within the Hamlet of Bragg Creek. This statement is not accurate by any means. It is common knowledge with persons that reside in Bragg Creek that there is a definite lack of parking for hamlet businesses along the Balsam Avenue. Employees are “encouraged” to park off-site and often patrons within the hamlet are required to seek alternative parking from their intended location. The main mall is regularly utilized by persons that bike back and forth to the Provincial park restricting further availability of parking stalls in the hamlet.

The Proposed Direct Control Bylaw is extremely vague and lacks the details of concern raised during the Appeal Decision. The proposed Bylaw has no appeal process once approved and therefore needs to be all encompassing of all necessary detail for the betterment of the community; for the persons who reside in the community and for the safety and security for the proposed patrons of the development and surrounding property owners and residents.

The community and RVC have already addressed many concerns clearly articulated in the Appeal Decision date 11 Sep 2019. The RVC listed pages of remedies for all concerns from “Prior to Issuance, Prior to Occupancy to Permanent” stages. Now The Applicants apply for “Direct Control Bylaw” which seems to be extremely vague and omitted many important aspects to our Community. The Proposed Bylaw seems to ignore many of the conditions that addressed the Community concerns and also appears to circumvent the detailed input and conditions placed on The Applicant by RVC Board of professionals who are in place to protect our Community.

Ignoring the Appeal Decision and its conditions while creating a Proposed Direct Control Bylaw in its place is a misuse of the entire system of transparency, procedures, ethics and in the end accountability to our Community residents. The application of this Direct Control Bylaw is a legal bypass to the work done in the Appeal Decision to ensure all residents' concerns were addressed. Reading the voids in the Proposed Bylaw shows all of us that the Applicant is determined to move forward without addressing Community concerns.

2.3.1 Minimum number of on-site parking stalls: 21

There is no other requirements stated that are necessary to ensure 21 stalls are efficient and functional for all seasons and all situations. A 21 room hotel would require far more than 21 stalls to be functional on its own property and would cause detriment to residents.

It should be a requirement that the 21 onsite stalls are available 100 % of the time to ensure they are not affected due to seasonal concerns. Normally in Bragg Creek drive ways and parking lots use approx 1/5 of the space for snow storage. Snow storage in Bragg starts in Nov and ends in May, 7 months of a year. Following that is 2 months of flooding which could make the parking stalls unusable. This totals 9 months of affected parking stall usage is due to seasonal and unpredicted weather.

The bylaw does not specify that the 21 onsite stalls cannot be used for temporary storage or containers, outdoor activities, festivals etc. This would add to patrons searching for offsite parking but great for marketing.

The Bylaw does not dictate the parking stall sizes or that they must comply with other bylaws. There is no readable scale on the Landscape Plan but by seeing this property size in person, it clearly shows that 14 stalls along the south side and 9 stalls along the east side will be for very small vehicles. Approximately 50% of vehicles coming to Bragg Creek are large pick ups or SUV's.

It serves no purpose for the RVC or a Bylaw to state 21 stalls are required if they are not actually usable for 21 vehicles full time.

10 of the stalls along the south side show the vehicles are to make a 90 degree turn into the stall bordered by a building. 7 stalls along the east side are also required to make a 90 degree turn to park again bordered by the building. Looking at the Landscape drawing, with no scale readable, the space to enter the stall is the same length as the stall on the drawing. This would not be a functional parking lot for the amount of spaces drawn on this plan. The largest stall on the SW portion of the parking lot is appears to may be the Handicap parking spot but due to location would give the most difficulty to manoeuvre into it.

The water run off on this lot, if graded away from the building and away from the river would cause flooding to both the South and East bank of parking stalls. It is the County, RVC responsibility to ensure that water and waste water systems will be capable of

handling the increase to water flows. The footprint of the development is a concern to residents of Bragg Creek. The storm water dispersing from the development area is also a cause of concern. Further highlighted geotechnical concerns outlined in the development documentation, clearly outlined that surface levels of groundwater are shallow in the proposed land usage area for the development and could/would affect the actual building infrastructure adversely with added contributing factors attributed to the accumulation of snow/rain and the seasonal weather.

A visit to the proposed site by persons who do not reside or frequent the hamlet regularly would clearly validate the concerns as outlined. A first-hand view of the accumulation of snow and water throughout the season for this small proposed area would be very evident that future problems will present themselves. It would be prudent for RVC to conduct further consultation as this would greatly affect emergency vehicles access, patron accessibility and the limitation to mobility of vehicular and pedestrian traffic flow.

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2.5.1 Off-site parking shall be secured through an agreement signed by the off-site parking lessor and the developer, or property owner of the land in the Direct Control District, to the satisfaction of RVC.

There is no authority required on this Proposed Bylaw that 17 stalls must be contracted for the entire time this business is running. Conceivably the applicant could have a contract for a year or so and that person(s) move or sell, then what? Perhaps the Applicant cannot find Offsite parking in the future and then what happens? Nothing is noted in the Proposed Bylaw.

There is no Offense or Punishment section in this Proposed Bylaw. What will occur should no offsite parking be secured or halted due to property sales etc.?? The Bylaw needs to include sanctions for lack of future compliance; Business closure until parking offsite is addressed? There should be a fine that doesn't make it worthwhile to not secure

off-site parking, or it would be considered a cost of doing business. There should be a stop to business continuation after a reasonable period of time, 60 days for example.

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SNOW STORAGE:

There are 3 extra parking stalls according to this Landscape Plan that could be used for snow storage. Snow storage would be limited on the North area of land (Loading dock) and restricted towards the river and along the building. This leaves utilizing space for what should be "at all times" 21 designated parking stalls.

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BUILDING HEIGHT:**2.4.1 Maximum building height: 13 meters**

The height of the building constructed will be 13 metres high and three story which is not in compliance and with the Hamlet of Bragg Creek Design Standards.

The Development Appeal Board stated the maximum height permitted and what they would allow was two story or 10 metres.

LOT COVERAGE:**2.4.2 Maximum lot coverage: 21%**

The Hamlet of Bragg Creek Design Standards state that for an acre of land the maximum site coverage should be 15%. Since the property is less than 1/2 acre the percentage would be significantly less than 15%.

The property was originally zoned as Hamlet Residential 1. It was rezoned in 2017 to commercial. It is now being rezoned to Direct Control to accommodate this one business. The community already responded with concerns, RVC listened and imposed rules for each stage. To circumvent complying with those restrictions and rules there is now a Purposed Direct Control Bylaw all for this Applicant.

Calgary does not allow breweries to be zoned in residential areas. Calgary originally had all breweries in the industrial area and in recent years changed their bylaw to allow breweries in mixed use areas (commercial and industrial).

It is my belief that this new “mega business” is just too large for this location at the artery of our Community. Should it be scaled back to its original descriptive, most of us including myself would welcome the addition to the Community.

Christine and Rod Pollard
89 Mountain Lion Place,
Bragg Creek, AB.

February 12, 2020

Legislative Services
Rocky View County

Subject: Bylaw C-7960-2019

Dear Council,

It is my pleasure to write a letter in support of the Bragg Creek Brewing Company.

Although I am not a resident of Bragg Creek I enjoy spending much of my free time mountain biking and hiking in West Bragg Creek. Most often when I finish my ride or hike my friends and I enjoy going for a bite to eat after, however, we feel there is a lack of options available in Bragg Creek and so we tend to go somewhere in Calgary. I believe that the Bragg Creek Brewing Company would be a great addition to what is already available and make for the perfect stop after a hard ride or leisurely stroll in the woods.

With that said, I also truly love and appreciate quality craft beer. I have visited many breweries, big and small, around the world and I have seen the character and sense of community they bring to the town or city that they are in. I strongly believe that the opening of Bragg Creek Brewing Company will not only create exceptional craft beer and other beverages for people to try and learn about but also create a great space for friends and family to gather for any occasion.

In conclusion, I fully support the efforts of the Bragg Creek Brewing Company as they seek to get it up and running and I believe it would be a tremendous asset to the town of Bragg Creek Alberta.

Sincerely,



Britta Kokemor
824 4 Ave, N.W.
Calgary, AB
T2N0M8

Tyler Andreasen

From: [REDACTED]
Sent: Wednesday, February 12, 2020 12:20 PM
To: PAA_ LegislativeServices
Subject: Bylaw C-7960-2019 Bragg Creek Brewing

Hello,

I would like to provide my support for the Bragg Creek Brewing company. Coming from Inglewood Calgary, the brewery business has increased local "tourism" exponentially. It's become a destination for Calgarians to go and perform a pub crawl per say on different nights. Another benefit is their pet friendly status. Bragg Creek is a destination for cross country skiing, hiking and other outdoor events that people (including myself) enjoy with their dog. Breweries are unique in the fact that they usually have dog friendly establishment policies, which I find is lacking in Bragg Creek. Many times I come out to hike in Bragg, but leave immediately after and go back to Inglewood, because there is no where to go with my dog.

Thanks for your consideration on this matter.

[REDACTED]
[REDACTED]
Dani Moore | [REDACTED]
[REDACTED]



February 11, 2020

To Whom it may Concern:

I would like to add my voice of support to a plan for a brewery and brew pub located in Bragg Creek. This is an exciting venture and adds to Bragg Creek's character as a tourist destination and a much needed stop for visitors. It would provide local employment and a great location for locals to gather in a social setting.

Craft breweries are now found throughout North America, particularly in tourist venues. In a recent study/survey commissioned by Eau Claire Distillery, we surveyed 1000 people on their interests in craft beverages, primarily beer and spirits. The results showed that 74% of people wanted to drink something that was local and connect them to farm fresh ingredients (actually seeing how it is made) and over 80% said that they would choose craft beer over large, commercial brands. This speaks to a desire for facilities that speak to both 'craft' and a desire to enjoy beverages that they could trace their origin.

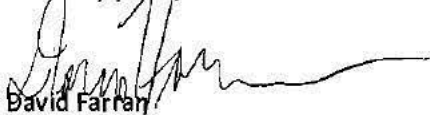
A new phenomenon of craft brewery tourism has created a new destination objective for a wide range of visitors. People will actually build their holidays around visiting local, craft producers.

Eau Claire Distillery is a case example for small town tourism and augmenting a community. In terms of potential effects on local life and character, Eau Claire started in Turner Valley, Alberta approximately 3 years ago. It has been a resounding success in terms of broadening the character and 'visitability' of the town, as well as augmenting the town efforts for growth including the Cool Little Towns and Cowboy Trail initiatives – both of which Bragg Creek is a member.

Craft breweries, such as the one proposed for Bragg Creek, create a community bond for residents and a place to meet for visitors and residents alike. They do not incur noise or raucous behaviour; instead, they tend to be quiet venues mostly frequented for visits by day or after an activity such as cross country skiing or hiking. As another visitor attraction, they tend to attract outside visitors for short, quick visits which augment their experience of the area, incorporating the experience into broader activities such as shopping or recreational sports.

I would encourage you to support this venture and I think it will be a great addition to the hamlet of Bragg Creek and to the visitor circuit of the Cowboy Trail and the foothills of Alberta.

Sincerely yours,



David Farran

President, Eau Claire Distillery, Turner Valley, Alberta.

Tyler Andreasen

From: James Seller [REDACTED]
Sent: Wednesday, February 12, 2020 4:51 PM
To: PAA_ LegislativeServices
Subject: Bragg Creek Brewery

Sorry if I'm too late just getting off work now.

Anyways I've been through and around Bragg my entire life and having a place to stop by at the end of a day of cross country skiing is a pleasure. If a brewery could be an option as well I'd be even more inclined to stop by. Hopefully this goes forward.

Thanks
James Seller

February 12, 2020

Re: Bragg Creek Brewery

To Whom it May Concern:

I believe this proposal is comprehensive, innovative, and fits the context. It will be an essential component to the revitalization of Bragg Creek.

Sincerely,



Michael A. von Hausen



Tyler Andreasen

From: Robyn Winograd [REDACTED]
Sent: Wednesday, February 12, 2020 9:46 PM
To: PAA_ LegislativeServices
Subject: Bragg Creek Brewery Letter of Support

To whom it may concern,

Please accept this letter as acknowledgement of support for the proposed Bragg Creek Brewery. I live in Redwood Meadows (1 Wolf Close) and am an active member of the Bragg Creek community with a child in the school and my husband on town council here in RWM. I volunteer in the community and spend much time here enjoying all that it has to offer.

I fully endorse the idea of the Brewery, Inn and community space and think it would be a huge advantage to community members as well as attracting business and vibrancy to the area. We are certainly lacking accommodations and will certainly benefit from an additional quality location to dine and gather socially. Please consider passing this proposal to help build and strengthen our community.

Respectfully,

Robyn Winograd
[REDACTED]

Tyler Andreasen

From: Stephanie Pipa [REDACTED]
Sent: Tuesday, February 11, 2020 1:06 PM
To: PAA_ LegislativeServices
Subject: Bylaw C-7960-2019 or Bragg Creek Brewery

Good afternoon,

I would like to express my support for the Brag Creek Brewery. Our town could use some more options.

Let me know if you need anything else.

50023 Boyce Ranch Rd, Bragg Creek, AB T0L 0K0

--

Stephanie Pipa
[REDACTED]

Tyler Andreasen

From: vince kiss [REDACTED]
Sent: Wednesday, February 12, 2020 9:48 AM
To: PAA_ LegislativeServices
Subject: To support for Bragg CreekBrewing company

Whom it may concern ,

I have been a resident in the break Creek area for over 12 years now. Great community and people. The addition of the brewing company will only add to the already fantastic ambiance of our town. I would look forward to having a community social gathering place that would be right on the beautiful river. This would not only be great for local social scenes but also the economy of our small town.

Thank you for your time.Please follow up with any questions.

Vince Kiss

[REDACTED]
119 Elk Willow rd

Johnson Kwan

From: Laureen Teskey Harper [REDACTED]
Sent: Tuesday, December 17, 2019 8:55 AM
To: Johnson Kwan
Subject: Development in Bragg Creek

Categories: Yellow Category

I have written before but want to reiterate support for the proposed development (File 03913077) for the Hamlet of Bragg Creek.

Thank you, Laureen Harper

Letter of support for Bragg Creek Brewing Company

To whom it may concern;

As small business and commercial land owners that house our business and residence in Bragg Creek, we are quite excited to hear of this new venture.

We love that it will be a family restaurant and that it is located in the perfect spot on the river.

We envision that we will enjoy being a patron and look forward to supporting them.

Small businesses provide a culture to an area and we feel this suits the demographic and nature of what we expect to find here.

Hand crafted, our own beer and restaurant to be proud of. Located in a spot that showcases all that we have to offer with a beautiful river and the forests that surround us.

Having met the new owner also we feel confident he will bring this concept to a exceptional completion.

We need the economic diversity with the loss of key restaurants in the food of 2013. They have our full support and are glad that someone has come forward with this wonderful idea.

We would appreciate council accepting the amendments to Bylaw C-7602-2016, which will allow Bragg Creek Brewing Company to apply for rezoning of the property so they may proceed with adding this new element to our hamlet.

**Elizabeth Hertz
Rod Burns
Suncatchers Design Studio
The River Dragonfly
55 - Burntall Drive
Bragg Creek Alberta
T0L0K0**

A handwritten signature in black ink, appearing to be 'Elizabeth Hertz', is written over a horizontal line. Above the signature, there is a black rectangular redaction mark.

October 31st 2016

Johnson Kwan

From: de Vlieger, David [REDACTED]
Sent: Tuesday, December 17, 2019 5:40 PM
To: Johnson Kwan
Subject: File#: 03913077

Categories: Yellow Category

Hi Johnson,

Please accept this note as my support for the application proposed by Bragg Creek Brewing. I fully support the concept of retail and hotel development – on a reasonable and local scale – in Bragg Creek.

David de Vlieger
11 Echlin Court
Bragg Creek
AVISO LEGAL:

Esta información es privada y confidencial y está dirigida únicamente a su destinatario. Si usted no es el destinatario original de este mensaje y por este medio pudo acceder a dicha información, por favor, elimine el mensaje. La distribución o copia de este mensaje está estrictamente prohibida. Esta comunicación es solo para propósitos de información y no debería ser considerada como una declaración oficial de Repsol. La transmisión del correo electrónico no garantiza que sea seguro o esté libre de error. Por consiguiente, no manifestamos que esta información sea completa o precisa. Toda información está sujeta a alterarse sin previo aviso.

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Johnson Kwan

From: Nolan Tudor [REDACTED]
Sent: Tuesday, December 17, 2019 12:31 PM
To: Johnson Kwan
Cc: Kirsten Tudor
Subject: File # 03913077/ Application # PL20190156/57

Categories: Yellow Category

Hello Johnson,


I have no technical questions about this proposal but I wanted to send you a quick note to say that both myself and my wife are in favor of the proposal.

Anything that will bring more economic vitality to the Bragg Creek area while still maintaining our way of life and the "country" feel of the hamlet we are all for. Based off everything I have read about this proposal it seems to tick all of those boxes.

Cheers,

Nolan Tudor

To: Rocky View Council

From: Reed Crittenden
Cowtown Beef Shack
#304 7 Balsam Ave
Bragg Creek, AB
T0L 0K0


Re: C-7960-2019

I am in full support of the Bragg Creek brewing company constructing and operating their business.

We feel this business will bring more tourism to the area and help grow our local economy.

Thank you

Reed

Tyler Andreasen

From: Cathy and Bob Martin [REDACTED]
Sent: Wednesday, February 12, 2020 1:44 PM
To: PAA_ LegislativeServices
Subject: Re: Bragg Creek Brewery, 19 River Drive N., Bragg Creek

As property owners of #28, across River Drive and down one lot from #19, my husband and I are in full support of the Bragg Creek Brewery at this location. We think it would be an excellent place to develop a combination boutique hotel, restaurant and microbrewery, being on the corner of Balsam Avenue, just before the bridge.

Although we are well aware of having to “be careful what we wish for”, we think a tastefully done commercial venture such as what’s being proposed could do a great deal to liven up our sleepy little hamlet. Imagine a place people wanted to drop into on a somewhat regular basis (not just on special occasions) – good food and drink, good service, pleasant surroundings... Although there are already a couple of businesses in Bragg Creek which meet those criteria, we could do with more. Hotel rooms would give people the opportunity to stay in the area a bit longer than for just the usual day trip – which would surely serve other businesses well.

We think generally that this proposal would help to revitalize the community. It would increase land values, it would provide more jobs and it would invigorate new growth. It is well suited to the hamlet commercial district.

With the attention that has been paid to hamlet Design Guidelines - re building materials, building height, architectural style, etc., this venture will be a great fit with the Area Revitalization Plan. We like the thoughtful approach of the applicants’ public engagement. We are happy with their parking plan.

All in all, we believe this proposal can only enhance the community, and is compatible with the future plans for development in Bragg Creek.

Sincerely,
Cathy Martin

Kyle Weir

Address

February 11, 2020

Dear Rocky View County Council:

I am in full support of the Bragg Creek Brewery project and would like to see this development get underway as soon as possible. I initially wrote a letter of support for the re-zoning application over two years ago and I am still supportive of the development.

The community of Bragg Creek needs this project and any further delay in its execution is putting more risk on Rocky View County taxpayers and business owners through lost tourism and tax revenues. This project will help revitalize the community by providing desperately needed accommodation and a world-class destination.

I believe that the site location is perfect, being located on an undesirable plot of land next to the busy Balsam Avenue bridge. I also believe that the building size is just right, providing a design that fits well within Bragg Creek while being an economically viable project. I agree with their approach to parking and have no issues with them using off-site parking within the hamlet on a valet basis. I am confident in Bragg Creek Brewery team and I can't wait for this project to go forward.

Sincerely,

Kyle Weir

Matthew and Teresa Nicole Weir
79 River Drive North
Bragg Creek, Alberta T0L 0K0

February 12, 2020

To Rocky View County Council,

My wife Nicole and I are the owners of 79 River Dr. North, Bragg Creek and we **fully support** the Bragg Creek Brewery project (the Brewery) in its entirety (Hotel, Brewery, Restaurant, Drinking Establishment, Liquor sales, Signs, etc).

The hamlet of Bragg Creek desperately needs an anchor establishment like the Brewery, which will be the economic hub of the community. It will provide accommodation for visitors, that in-turn will increase tourist dollars spent in the area. Currently visitors come for the day, but need to leave to Calgary or alternate tourist destinations for the night, as the Bragg Creek area is devoid of lodgings.

The Brewery will provide jobs in the community and stimulate investment into the hamlet. It will positively transform visitors' view of the area and support much needed property appreciation and fuel additional investment into Bragg Creek.

The Brewery's design and architecture are stunning and suit the surroundings with its Rocky Mountain Modern Western design and well-planned use of the property. The Brewery development is very much congruent with the Bragg Creek Revitalization Plan and will be the inciting investment into the community to stimulate a transformation of the hamlet from a stagnant community to a world class travel destination.

The management team of the Brewery have been thorough and attentive in communicating with us and the Bragg Creek community in regards to the project. They explained to us some the potential development permits/bylaws that were evaluated by their management team and why they have selected to pursue the Direct Control Bylaw. We are in agreeance that the Direct Control Bylaw will be the most advantageous due to the project's complexity.

We approve of their plans to mitigate any possible parking issues that may arise during peak business times of the year with the use of offsite parking/valet options. Their team has an impressive breadth and depth of expertise and we feel that they will be able to complete the development of the project efficiently and manage its operations capably into the future.

Please approve the Bragg Creek Brewery development; it is the inciting investment that will propel Bragg Creek from being a dormant bedroom community to a vibrant tourist destination and improve the lives of people who call Bragg Creek and the surrounding area home.

Sincerely,

Matthew and Teresa Nicole Weir

Johnson Kwan

From: H Kunes [REDACTED]
Sent: Thursday, December 12, 2019 11:26 AM
To: Johnson Kwan
Subject: Development proposal

Categories: Yellow Category

Development proposal file: 03913077 SE-13-23-05-W05M Lot:1Block: 6Plan: 1741 EW PUL Block: 9 Plan 1812034.

This development is a well designed plan for downtown Bragg Creek. It will certainly add to the future beautification of the area by the nearby proposed berm. Here the public can enjoy nature and at the same time take in some of the other local amenities the town has to offer.

I do agree with the planed proposal .

Thank you.

V. Kunes

Johnson Kwan

From: Michael Shea [REDACTED]
Sent: Wednesday, December 11, 2019 7:22 PM
To: Johnson Kwan
Subject: File Number 03913077; and Application No. PL20190156/57

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Yellow Category

Please be advised that, as Power of Attorney for Mae Shea (registered owner of Isd's 1&8 of section 14-23-5-W5; excepting thereout the 4 acre parcel owned by Michael and Shelley Shea), I hereby support the captioned application.

Michael Shea
Power of Attorney for Mae Shea

Johnson Kwan

From: Michael Shea [REDACTED]
Sent: Wednesday, December 11, 2019 7:14 PM
To: Johnson Kwan
Cc: Shelley Shea
Subject: File #: 03913077; Application # PL20190156/57

Categories: Yellow Category

Please be advised that, as the owners of lot 03914009, we hereby support the captioned application.

Michael R. Shea

Tyler Andreasen

From: Marilyn Ledingham [REDACTED]
Sent: Wednesday, February 12, 2020 12:01 PM
To: PAA_ LegislativeServices
Subject: Bragg Creek Brewery

I am in favour of the proposed Bragg Creek Brewery - Bylaw C-7960-2019. I think this would be great addition to the community and a real draw as a post activity stop for visitors accessing the trails as well as other visitors from Calgary and visitors accessing Kananaskis. I would like to see more visitors stop in the hamlet and this has a great location. Craft breweries are so popular and I think this would be a welcome asset to the business community.

Bragg Creek Resident & Trails Volunteer

--

Marilyn Ledingham
[REDACTED]



Date: Feb. 11, 2020

To: Rocky View County Subdivision and Appeal Board.

RE: Bragg Creek Brewery Development Permit – Letter of Support

The Greater Bragg Creek Trail Association (GBCTA) prides itself as being a driver of economic development and revitalization in the Bragg Creek Community. The trail system that has been built over the past 14 years in Rocky View County and in the West Bragg Creek Region of East Kananaskis now brings over 200,000 visitors into the area. Our vision has always included helping to transform the Hamlet into a "Trailhead Community" and to develop a trail culture similar to many other communities who have had to re-invent themselves out of economic necessity. That list is long but includes epic outdoor recreation destinations like Squamish, BC and Boulder, CO. These places now boast a variety of tourism experiences including boutique accommodations paired with unique food and beverage experiences.

At this time, Bragg Creek is ready to begin revitalization work that has been designed to protect the community after the devastation of the 2013 flood. It is our sincere hope that we can finally begin to lay the foundation for growth and prosperity in our community as well. After recently linking into the Trans Canada Trail (The Great Trail), Bragg Creek is now in the spotlight nationally as a trail enthusiast's destination as we work to connect the trail through Kananaskis Country to Canmore.

Projects like the one proposed by Bragg Creek Brewery dovetails well with the vision the GBCTA has of embracing a recreation/tourism based economy. With local business' struggling to survive, fresh business ideas that encourage trail users to stop in the Hamlet or those that offer a unique destination experience need to be encouraged and supported. This proposed new establishment has the potential to rekindle much needed development and investment in our community which can now only offer very limited business, employment and housing opportunities.

Sincerely,

Conrad Schiebel (President, The Greater Bragg Creek Trails Association)

ition
0



The Greater Bragg Creek Trails Association
Box 1379, Bragg Creek, AB T0L 0K0
info@braggcreektrails.org
<http://braggcreektrails.org>

Tyler Andreasen

From: Kelsey [REDACTED]
Sent: Wednesday, February 12, 2020 8:08 AM
To: PAA_ LegislativeServices
Subject: Yes to Bragg Creek Brewery

Good Morning,

Our community of Bragg Creek is slowly regaining traction after the flood of 2012. Adding an additional amenity to attract people to our area is key to our continued success. Please say yes to the Bragg Creek Brewery.

Thank you,
Kelsey Wicktor Neumeister

Sent from my iPhone



OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

TO: Council
DATE: February 25, 2020 **DIVISION:** All
FILE: N/A
SUBJECT: Rocky View County Corporate Business Plan

EXECUTIVE SUMMARY:

Administration has completed a Corporate Business Plan ('the Plan') that will assist in guiding the work of your Administration in advancing the priorities that Council has identified in its Strategic Plan. The Plan will not address the entire scope of the 15-20 year Strategic Plan, but will focus on key areas over the next few years to build a foundation for the County's future success and the realization of Council's vision.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

BACKGROUND

Rocky View County Council worked collaboratively with the public, stakeholders and the Administration to develop a 15-20 year Strategic Plan to guide the County's efforts. The outcome of the work is a Vision, Mission and set of strategic goals for the County. Administration was to take the results of the Strategic Plan and build a corporate business plan and process to move it forward. Administration has created that plan and is building out a more integrated budget and business planning process to enable more effective decision-making.

BUDGET IMPLICATIONS:

There are no budget implications resulting from this report.

COMMUNICATIONS PLAN:

The Corporate Business Plan will be posted on the County's website. Administration will provide updates to Council on progress in achieving that plan.

OPTIONS:

- Option #1 THAT Appendix A: Corporate Business Plan be received as information.
- Option #2 THAT alternative direction be provided

Respectfully submitted,

Concurrence,

"Fabian Contreras"

"Al Hoggan"

Director, Corporate and Strategic Planning

Chief Administrative Officer

Administration Resources

Fabian Contreras, Corporate and Strategic Planning



ROCKY VIEW COUNTY

APPENDICES:

APPENDIX 'A' – Rocky View County Corporate Business Plan

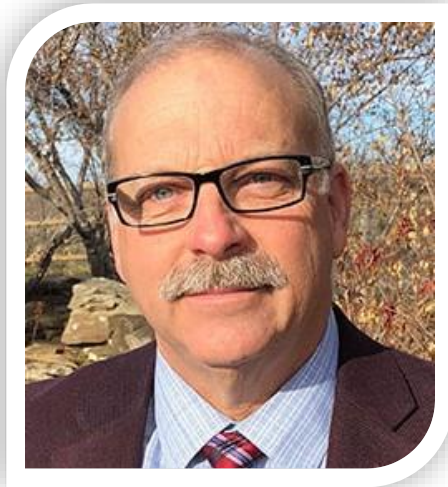


ROCKY VIEW COUNTY

Corporate Business Plan:
Building Today
for a Stronger Tomorrow

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MESSAGE FROM THE CHIEF ADMINISTRATIVE OFFICER

On behalf of the County's dedicated and professional staff, it is my pleasure to present Rocky View County's Corporate Business Plan.

In 2018/19, County Council engaged residents and stakeholder groups to create a Strategic Plan that would guide the County for the next 15 to 20 years. The Administration is responsible to build a corporate business plan that moves us in the direction of fulfilling the longer-term goals that Council has articulated.

Our Corporate Business Plan, *Building Today for a Stronger Tomorrow*, does just that. It identifies the efforts that we will make as an organization over the next three years to create a foundation to advance the Vision and Mission that Council has put forward.

As Administration, we are accountable to Council and the broader community to deliver services in accordance with Council policy. We are also responsible for managing the County's affairs in a fiscally responsible and transparent manner. Corporate plans, such as this, provide the organization with a set of directions to guide our decisions and priorities. It enables us to focus our efforts and advance the areas that Council has determined are important for community success.

I am proud of the dedication and commitment that staff make each day to serve the residents of Rocky View County by leading with integrity so that we can continue to grow intelligently while living harmoniously.



COUNTY OVERVIEW

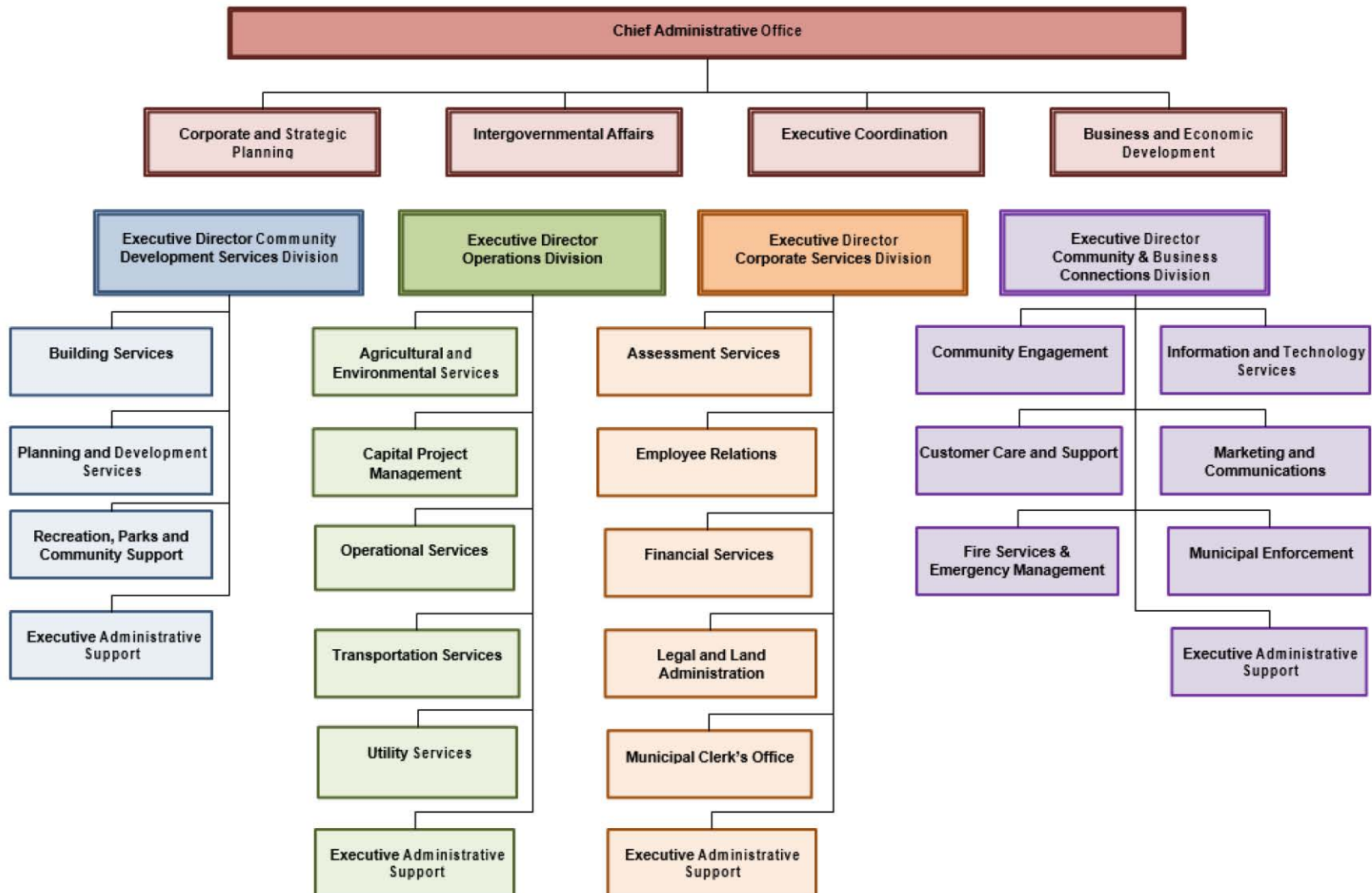
Rocky View County is located in Southern Alberta and surrounds the northern, eastern and western boundaries of the City of Calgary. The County consists of approximately 393 thousand hectares of land and services approximately 42 townships. As of the 2016 Census, the County has a population of approximately 39,407 people. The County is the most populous of the provinces Municipal Districts. Although the County is primarily rural in nature, it includes 14 hamlets, including the third largest hamlet (Langdon) in Alberta.

Rocky View is governed by a Council consisting of nine elected officials each representing an electoral division. *The Municipal Government Act* provides the statutory framework that governs the County.

The County provides a range of services to a diverse community that reflect its rural, suburban, commercial and industrial landscapes. Those services include emergency and fire services, road maintenance, cemeteries, bylaw enforcement, community and social services, waste and recycling, water, wastewater & drainage, assessment and taxation, building services and agricultural supports.



ROCKY VIEW COUNTY ADMINISTRATION





COUNCIL'S STRATEGIC DIRECTION

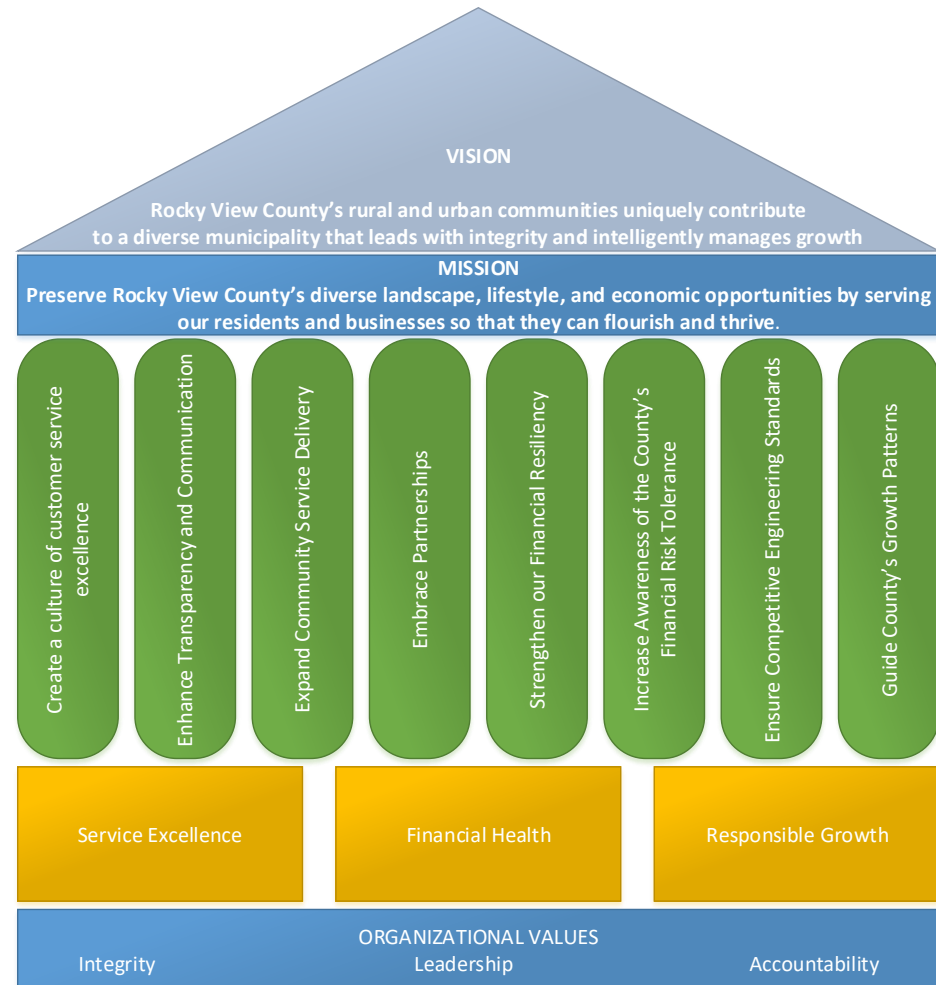
County Council has developed a Strategic Plan in consultation with Administration, stakeholders and the community to guide the County for the next 15-20 years.

The foundation of Council's Strategic plan rests on three Strategic Themes of Service Excellence, Financial Health and Responsible Growth. Those themes are the broad areas that guide the County towards achieving the Mission and Vision.

Council has further articulated eight Strategic Objectives, informed by the three Strategic Themes that provide Administration insight on where it should focus its effort.

Values are what motivate our actions. As a County, we have three values that reinforce how we do our work. Those are Integrity, Leadership and Accountability. In all decisions that we take, we are mindful of the values that inform our decision-making.

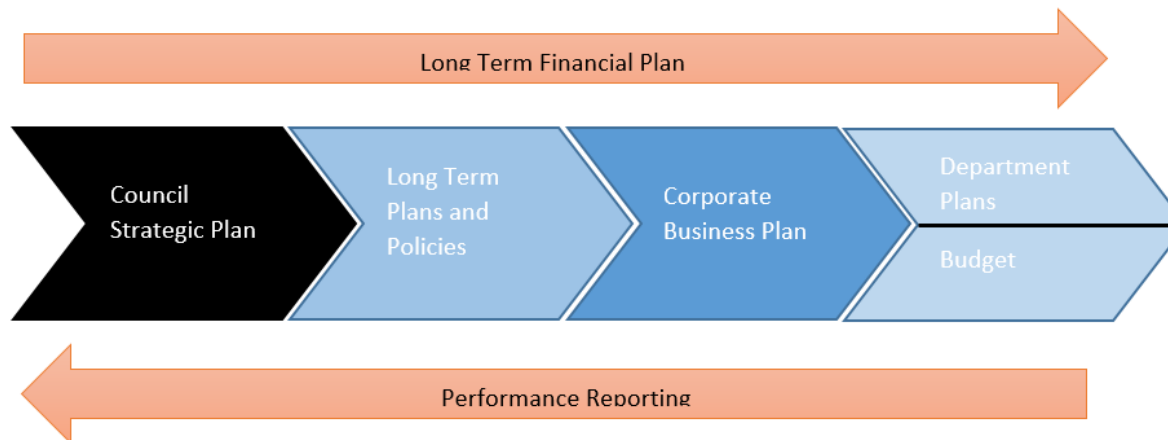
Council's Plan is a high-level guiding document. The mechanisms to achieve the plan is the responsibility of the Administration.





STRATEGIC AND CORPORATE PLANNING PROCESS

The following diagram identifies the overall strategic planning process that guide's the County, as well as the relationships between various plans. Council's Strategic Plan identifies the vision for community success and is complemented by a set of strategic themes and objectives providing the apparatus for Administration's planning efforts. That overall vision should align to the long term plans and policies (i.e. Muncipal Development Plan, Land-Use Bylaw) that provide for, in some cases, the statutory and regulatory framework for the County's activities. From there, we have the Corporate Strategic Plan that articulates the change agenda to move the organization closer to achieving Council's Strategic Plan, and that respects the long-term plans and policies that are in place.



Department plans will flow out of this Corporate Plan and identify key initiatives and actions. Those plans will be presented to Council and the community as part of the annual budget process. While we often think of plans and budgets as separate entities, they are in fact one-in-the-same. Budgets reflect the choices we make. They identify what we do, or not do. Department plans are what drive those choices with input from both Council and the community.

ADMINISTRATION'S STRATEGIC GOALS

Administration's Corporate Plan has four focus areas: Our Finances, Our Organization, Our Community and Our People. Within each focus area are Strategic Goals that provide the roadmap to connect Administration's work to Council's Strategic Plan.

OUR FINANCES

We are responsible for ensuring that the County is operating in a fiscally responsible manner. While the County's financial position is sound, there will continue to be pressure on our ability to balance service levels and affordability. The provincial economic outlook remains tenuous and it is important that Administration be vigilant in its use of taxpayers' dollars.

- ❖ We will identify and pursue alternative revenue opportunities – by reducing our reliance on property taxes, developing stronger cost recovery models and bringing in new revenues, we can help to build a stronger financial foundation for the County.
- ❖ Optimize the use of our financial resources – by improving how we do our work, we will ensure that we are making the best use of our financial resources to the benefit of residents.

OUR ORGANIZATION

The County takes pride in delivering exceptional services to residents, businesses and stakeholders. We deliver services based on Council's service level expectations. We consistently review and improve how we plan and deliver services to the community in an open and transparent manner.

- ❖ Building an integrated and strategic organization - Administration will review and update its budgeting and business planning frameworks, including the creation of long-range financial plans to guide effective decision-making.
- ❖ Processes are streamlined – Administration is committed to reviewing its processes to ensure they are meeting the needs of residents and stakeholders and reducing 'red tape' wherever possible.
- ❖ Policies address organizational priorities – the Administration will engage Council in a review of its policies to ensure they reflect current and future positions and delegated to the appropriate levels of accountability.



OUR COMMUNITY

Rocky View County has seen significant growth in the last numbers of years. Growth in the County is an important factor to the sustainability of our infrastructure, financial health and overall prosperity of residents and businesses.

- ❖ Identify and expand strategic growth partnerships – leveraging partnerships with surrounding communities, the private and non-profit sectors will provide greater opportunities to meet the growing needs and demands of the County.
- ❖ Growth plans address Council's expectations – we will review and update the Municipal Development Plan to ensure that it reflects the direction of Council and the community.
- ❖ Strengthen our relationship with ratepayers – we will improve how we serve residents, including the use of online tools that create efficiency and allow us to manage future demands.
- ❖ Citizen Expectations and affordability drive services – growth and improvements in services will be a balance of community aspirations and financial sustainability.

OUR PEOPLE

Our people are our strength. We will continue to ensure that Rocky View County is a modern workplace that can meet future challenges and opportunities.

- ❖ Safe and secure – we will continue to make safety a priority and improve the culture and resources so that every employee can return to their family's safe at the end of the day.
- ❖ Contemporary Workforce – we are in a competitive labour market with increasingly changing needs. We must equip our staff with the tools they need deliver effective services to residents.
- ❖ Engaged Staff - Motivated and engaged staff is important to the continued success of the County.



CORPORATE BUSINESS PLAN AT A GLANCE

Vision	Rocky View County’s rural and urban communities uniquely contribute to a diverse municipality that leads with Integrity and intelligently manages growth.		
Mission	Our Mission is to preserve the Rocky View County’s diverse landscape, lifestyle, and economic opportunities by serving our residents and businesses so that they can flourish and thrive		
Strategic Themes	SERVICE EXCELLENCE	FINANCIAL HEALTH	RESPONSIBLE GROWTH
Strategic Result	We will build the Foundations for the County’s future success, today.		
Goals			
Our Finances	Identify and pursue alternative revenue opportunities		Optimize the use of financial resources
Our Community	Expectations and affordability drive services	Identify and expand strategic growth partnerships	Growth plans address Council’s expectations
Our Organization	Integrated and strategic organization	Processes are streamlined	Policies address organizational priorities
Our People	Safe and secure	Contemporary workplace	Engaged Staff



MONITORING OUR SUCCESS

A key component of any strategic planning effort is developing measures and targets. Measures and targets are important to understand progress towards our objectives, and identify when we may need to make adjustments.

The County collects important data and information on the services that it delivers. We will take the time to determine the measures that are important to understanding our progress and provide reports to Council on our activities.

Our Corporate Plan is not a static document. We will review the plan regularly to ensure that it is meeting the needs of the organization and of Council.

CORPORATE BUSINESS AND ECONOMIC DEVELOPMENT

TO: Council
DATE: February 25, 2020
FILE: N/A
SUBJECT: Community Broadband Study Project - Update

DIVISION: All
APPLICATION: N/A

POLICY DIRECTION:

On April 30, 2019, Council provided the following resolutions:

THAT Administration be directed to discontinue Phase I of the Internet Servicing Strategy, pay all outstanding costs and assign the remaining funds to the new Community Broadband Study project.

THAT an application be made to the 2019 Community and Regional Economic Support (CARES) program, requesting 50% of the total estimated program cost.

THAT subject to the successful award of a CARES grant, amounting to not less than 50% of project costs, an amount not to exceed \$28,500.00 be assigned to the Bragg Creek Community Broadband Study project and funded from the Tax Stabilization Reserve.

EXECUTIVE SUMMARY:

Reliable high speed internet remains unattainable in many areas of Rocky View County; both Provincial and Federal governments are looking at the problem and are making some funds available through a variety of programs to address it. At the same time, internet service providers (ISPs) and the technology they leverage to provide this service to both homes and businesses are racing to evolve the best strategies, techniques, and equipment in order to become the supplier of choice in areas where they can maximize their own return on investment.

Rocky View County has made an application to the CARES funding program and is awaiting a response on the success the request. Administration has maintained contact with several ISPs for the purpose of both advocacy and opportunity where the residents and business owners of Rocky View County may benefit from the establishment of improved or new internet service areas.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

BACKGROUND:

County Council formally raised the topic of Broadband Internet service issues in the late fall of 2018, further directing Administration in the winter of 2018 to investigate and provide information on the options available. County Council directed Administration to apply for a Provincial CARES grant, supplementing available funds to complete a study that would provide Council with recommendations on how to address service issues throughout the County.

Following the direction of Council to apply for a CARES grant in the spring of 2019, Administration encountered delays due to the program being suspended in anticipation of a Provincial election and a possible change in government. Administration was pleased to submit a CARES grant application on November 29, 2019, shortly after the program was re-established and a 30-day intake period was announced. A response from the Government of Alberta (GoA) via the program adjudicators has not yet been received, but it is anticipated soon.

Administration Resources

Cole Nelson, Corporate Business and Economic Development



Meanwhile, Administration is monitoring the activities of other ISPs, engaging with them to both advocate for improved and possibly expanded service areas throughout the County. One such opportunity could be via the action presently being undertaken by the Townsite of Redwood Meadows; the Townsite has engaged a service provider to expand their local broadband internet services, and an opportunity to receive a local demonstration project within the business center of Bragg Creek is being investigated.

Should the success of our application to CARES be confirmed, Administration will immediately work to commence with the previously approved project plan as submitted by Magna Engineering Services Inc. and Taylor Warwick.

BUDGET IMPLICATIONS:

Funds remaining (\$55,575.00) from the previously discontinued Phase 1 project have been reassigned to this project, and supplemental funds (\$26,925.00) have been added. The balance leaves exactly 50% or \$82,500.00 of County support fully allocated to this project. This total (\$82,500.00) will be carried over in 2020 while we await a response from the CARES Grant; the grant funds are anticipated to total \$82,500.00, or the remaining 50% of the project total cost of \$165,000.00.

OPTIONS:

- | | |
|-----------|--|
| Option #1 | THAT Community Broad Study Project Update report be received as information. |
| Option #2 | THAT alternative direction be provided. |

Respectfully submitted,

Concurrence,

"Cole Nelson"

"Al Hoggan"

Manager, Corporate Business Development

Chief Administrative Officer

CN/rp

INTERGOVERNMENTAL AFFAIRS

TO:	Council	
DATE:	February 25, 2020	DIVISION: All
FILE:	N/A	APPLICATION: N/A
SUBJECT:	Intermunicipal Development Plan between the Town of Irricana and Rocky View County	

POLICY DIRECTION:

On December 5, 2019, Bill 25 amended the *Municipal Government Act* (MGA) and provided municipalities with the option to opt-out of the requirement to complete an Intermunicipal Development Plan (IDP), if both Councils agreed. A resolution of both Councils confirming this is required.

EXECUTIVE SUMMARY:

The Town of Irricana and Rocky View County Administrations recommend that an IDP is not necessary at this time. If Council agrees, a resolution confirming this is required to fulfill the requirements of the MGA.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

DISCUSSION:

Under previous MGA requirements, Rocky View County and the Town of Irricana were required to complete an IDP for the lands adjacent to the municipal boundary. However, recent amendments to the MGA have removed that requirement. The area in question is primarily zoned for agriculture on the Rocky View County side. The Intermunicipal Collaboration Framework provides a mechanism for discussion and dispute resolution, and also identifies shared services. Therefore, it is Administration's assessment that there are minimal risks associated with not adopting an IDP at this time. If either party decides an IDP is warranted in the future, it can be completed upon request. The Town of Irricana passed a similar resolution on February 3, 2020.

BUDGET IMPLICATIONS:

There are no budget implications at this time.

OPTIONS:

- | | |
|-----------|---|
| Option #1 | THAT it be resolved by Rocky View County Council that an Intermunicipal Development Plan with the Town of Irricana not be adopted at this time. |
| Option #2 | THAT alternative direction be provided. |

Administration Resources

Amy Zaluski and Ben Manshanden, Intergovernmental Affairs



Respectfully submitted,

"Amy Zaluski"

Manager
Intergovernmental Affairs

Concurrence,

"Al Hoggan"

Chief Administrative Officer



INTERGOVERNMENTAL AFFAIRS

TO:	Council	
DATE:	February 25, 2020	DIVISION: All
FILE:	N/A	APPLICATION: N/A
SUBJECT:	Adoption of Intermunicipal Collaboration Framework between the Town of Irricana and Rocky View County	

POLICY DIRECTION:

The *Municipal Government Act* (MGA) requires Rocky View County (RVC) to complete an Intermunicipal Collaboration Framework (ICF) with all adjacent municipalities that are not members of the Calgary Metropolitan Regional Board. The ICFs must be complete by April 1, 2020.

EXECUTIVE SUMMARY:

The purpose of this report is to approve the ICF that has been prepared collaboratively with the Town of Irricana. The ICF identifies several shared services including fire services, emergency management, and solid waste. The document meets the requirements of the MGA and has a four year term. The ICF also creates a process for effective dispute resolution and uses the existing Intermunicipal Committee to ensure continued cooperation between the County and the Town of Irricana.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

DISCUSSION:

ICFs identify how municipal services are delivered between two adjacent municipalities. They provide for the integrated and strategic planning, delivery, and funding of intermunicipal services; allocate resources efficiently in providing local services; and ensure municipalities contribute funding to services that benefit their residents.

The attached ICF with the Town of Irricana identifies intermunicipal collaboration with respect to fire and emergency management services. The ICF also identifies a solid waste agreement between the County and the Town. For recreation, the Town of Irricana applies for grants from Rocky View County and does not require a recreation agreement. The ICF does not identify any opportunities for shared services with respect to transportation, water, or waste water. The Town of Irricana approved the ICF on February 17, 2020. Administration recommends that Council approve the attached ICF by resolution.

BUDGET IMPLICATIONS:

There are no budget implications at this time.

Administration Resources

Amy Zaluski and Ben Manshanden, Intergovernmental Affairs



OPTIONS:

- Option #1 THAT the Town of Irricana and Rocky View County Intermunicipal Collaboration Framework be approved as presented in Attachment 'A.'
- Option #2 THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

"Amy Zaluski"

"Al Hoggan"

Manager
Intergovernmental Affairs

Chief Administrative Officer

ATTACHMENTS:

Attachment 'A' – Intermunicipal Collaboration Framework between the Town of Irricana and Rocky View County

Intermunicipal Collaboration Framework

Between

The Town of Irricana

(hereinafter referred to as “Irricana”)

And

Rocky View County

(hereinafter referred to as “Rocky View”)

WHEREAS Irricana and Rocky View share a common border around the boundaries of SW-21-27-26-W04M, SE-21-27-26-W04M, NW-21-27-26-W04M, NE-21-27-26-W04M, and a portion of SE-28-27-26-W04M;

AND WHEREAS Irricana and Rocky View share common interests and desire working together to provide services to their ratepayers, where there are reasonable and logical opportunities to do so;

AND WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other to:

- provide for the integrated and strategic planning, delivery, and funding of intermunicipal services;
- steward scarce resources efficiently in providing local services; and
- ensure municipalities contribute funding to services that benefit their residents;

NOW THEREFORE, by mutual covenant of Irricana and Rocky View, it is agreed to enter into the Intermunicipal Collaboration Framework as follows in Schedule A.



Schedule “A”

A. DEFINITIONS

- l) Words in this Agreement have the same meaning as in the *Municipal Government Act* except for the following:
 - a. “CAO” means Chief Administrative Officer.
 - b. "Capital Costs" means new facilities, expansions to existing facilities, and intensification of use of existing facilities.
 - c. “County” means Rocky View County.
 - d. “Irricana” means the Town of Irricana as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
 - e. “Framework” means Intermunicipal Collaboration Framework.
 - f. “Intermunicipal Collaboration Framework” means the Intermunicipal Collaboration Framework between the Town of Irricana and Rocky View County, as required under Part 17.2 of the *Municipal Government Act*.
 - g. “*Municipal Government Act*” means the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time.
 - h. “Rocky View County” means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
 - i. “Services” means those services that both parties may address within the Framework, which are:
 - i. Transportation
 - ii. Water and wastewater

- iii. Solid Waste
 - iv. Emergency Services
 - v. Recreation; or
 - vi. Any other services that might benefit residents in both municipalities.
- j. "Service Agreements" means those agreements between the Parties to provide for the delivery of Services, whether on a joint, collaborative, or other basis, as described in Part D (2) of this Agreement and as amended from time to time. Services are shared in one or more of the following ways:
- i. Municipal – no collaboration: No intermunicipal collaboration is used to delivery a service between the parties named in this agreement.
 - ii. Intermunicipal collaboration: Service is delivered through the exchange of funds or resources between the parties named in this agreement.
 - iii. Third Party: A third party is employed to deliver a service that is of mutual benefit to the parties named in this agreement.
- k. "Year" means the calendar year beginning on January 1 and ending on December 31.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Agreement shall come into full force and effect on final passing of resolutions by both Irricana and Rocky View.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement through a new resolution.
- 3) It is agreed by Irricana and Rocky View that the Intermunicipal Committee shall meet at least once every four years to review the terms and conditions of the agreement.
- 4) The term of this agreement begins ____, ____, 2020 and ends ____, ____, 2024.

C. INTERMUNICIPAL COOPERATION

- 1) Irricana and Rocky View have established an Intermunicipal Committee (hereinafter referred to as "the Committee").
- 2) The Committee will work together in good faith to share information about business that is of mutual interest to each municipality.

- 3) The Committee will meet annually, and will share information and provide feedback on intermunicipal or multi-jurisdictional opportunities and issues. Topics may include planning policy, service delivery, or other matters that the Committee deems necessary.
- 4) Meetings of the Committee can be called by either party to this Agreement by requesting a meeting via electronic mail. The parties shall jointly determine a meeting date within thirty (30) days of the receipt of the request.
- 5) The CAOs or designates of both municipalities will be advisory staff to the Committee and are responsible for developing agendas and recommendations on all matters and for forwarding all outcomes from the Committee to their respective Councils.

D. MUNICIPAL SERVICES

- 1) Irricana delivers the following services to its residents, including but not limited to:
 - Bylaw Enforcement;
 - Cemetery Services;
 - Family and Community Support Services;
 - Fire and Emergency Management Services;
 - Library Services (through the Marigold Library System);
 - Recreation Services;
 - Business Licensing;
 - Solid Waste and Recycling;
 - Transportation Services; and
 - Water and Wastewater Services.

Rocky View County delivers the following services to its residents, including but not limited to:

- Agricultural Services;
- Bylaw Enforcement (municipal and RCMP);
- Building Permits;
- Cemetery Services;
- Family and Community Support Services;
- Fire and Emergency Management Services;
- Library Services (through the Marigold Library System);
- Recreation Services;

- Seniors' Housing (through the Rocky View County Seniors Foundation);
- Solid Waste and Recycling through various private third party partnerships;
- Transportation Services; and
- Water and Wastewater Services (through individually owned, privately owned, municipal partners, or Rocky View County systems).

2) Irricana and Rocky View have a history of working together to jointly provide the following municipal services, either directly, or indirectly to their residents:

SERVICE AREA	DELIVERY METHOD ¹	SERVICE SHARED	IMPLEMENTATION & FUNDING
Emergency Management	Intermunicipal Collaboration	Mutual Aid Agreement	Irricana is a signatory and member of the Regional Emergency Management Agency with Rocky View.
Fire	Intermunicipal Collaboration	Fire Services Agreement	Fire Services Agreement between Irricana and Rocky View.
Recreation	Municipal – No Intermunicipal Collaboration	N/A	No implementation required. Irricana applies for grants from Rocky View as required.
Solid Waste and Recycling	Intermunicipal Collaboration	Solid Waste Agreement	Transfer Site Agreement between Irricana and Rocky View.
Transportation	Municipal – No Intermunicipal Collaboration	N/A	No implementation required.
Water and Waste Water	Municipal – No Intermunicipal Collaboration	N/A	No implementation required.

E. FUTURE PROJECTS & AGREEMENTS

- 1) Additions or changes to the services that the adjacent municipalities partner upon can be made prior to the end of the four year term.
- 2) Whether it is a new service, or elimination of an existing service, the municipality whose CAO is initiating the change shall, in writing, contact the CAO of the other municipality.

¹ Delivery Methods include: Intermunicipal Collaboration, Municipal – No Intermunicipal Collaboration, Third Party Delivery, or Other to be Specified

- 3) Once the receiving municipality has received written notice of a new project or elimination of an existing service, an Intermunicipal Committee meeting date will be determined within thirty (30) days of receiving the notice, unless both Parties agree otherwise.
- 4) The Intermunicipal Committee will be the forum used to address and develop next steps to proceed with changes to the ICF. Committee members will inform the whole of their respective Councils of the outcome of this meeting.
- 5) If respective Councils agree to add a new service, or eliminate an existing service, both Councils must adopt an updated ICF through new resolutions.
- 6) The parties may amend or update any existing Service Agreement from time to time without having to amend or replace this Agreement.

F. DISPUTE RESOLUTION

- 1) The Intermunicipal Committee will meet and attempt to resolve any disputes that may arise under this Framework.
- 2) In the event the Committee is unable to resolve a dispute, the parties will follow the process outlined in “Schedule B - Dispute Resolution Process”;
 - a Any new Service Agreement or an update to an existing service agreement will include the Dispute Resolution Process, as referred to in F.2 as its dispute resolution clause.

G. OTHER PROVISIONS

- 1) **Further Assurances.** The Municipalities covenant and agree to do such things and execute such further documents, agreements, and assurances as may be reasonably necessary or advisable from time to time to carry out the terms and conditions of this Framework in accordance with their true intent.
- 2) **Assignment of Framework.** Neither Municipality will assign its interest in this Framework.
- 3) **Notices.** Any notice required to be given hereunder by any Municipality will be deemed to have been well and sufficiently given if it is delivered personally or mailed by pre-paid registered mail to the address of the Municipality for whom it is

intended. A notice or other document sent by registered mail will be deemed to be sent at the time when it was deposited in a post office or public letter box and will be deemed to have been received on the fourth business day after it was postmarked. A copy of the notice shall also be provided via email.

- 4) **Entire Framework.** This Framework and any applicable Service Agreements constitute the entire agreement between the Municipalities relating to the subject matter contained within them and supersedes all prior understandings, negotiations and discussions, whether oral or written, of the Municipalities in relation to that subject matter. There are no warranties, representations or other agreements among the Municipalities in connection with the subject matter of the Framework except as specifically set forth within them.
- 5) **Unenforceable Terms.** If any term, covenant, or condition of this Framework, or the application thereof to any Municipality or circumstance is invalid or unenforceable to any extent, the remainder of this Framework or the application of such term, covenant, or condition to a Municipality or circumstance other than those to which it is held invalid or unenforceable will not be affected thereby, and each remaining term, covenant, or condition of this Framework will be valid and enforceable to the fullest extent permitted by law.
- 6) **Amendments.** This Framework may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Municipalities- (See also Section B of this Framework).
- 7) **Remedies Not Exclusive.** No remedy herein conferred upon any Municipality is intended to be exclusive of any other remedy available to that Municipality, but each remedy will be cumulative and will be in addition to every other remedy given hereunder either now, hereafter existing by law, in equity, or by statute.
- 8) **No Waiver.** No consent or waiver, express or implied, by any Municipality to or of any breach or default by any other Municipality in the performance by such other Municipality of their obligations hereunder will be deemed or construed to be a consent to or waiver of any other breach or default in the performance of obligations hereunder by such Municipality. Failure on the part of any Municipality to complain of any act or failure to act of another Municipality or to declare such Municipality in default, irrespective of how long such failure continues, will not constitute a waiver by such Municipality of its rights hereunder.

- 9) **Counterparts.** This Framework may be executed in several counterparts, each of which when so executed will be deemed to be an original. Such counterparts will constitute the one and same instrument as of their Effective Date.
- 10) **Governing Law.** This Framework will be exclusively governed by and construed in accordance with the laws of the Province of Alberta.
- 11) **Time.** Time will be of the essence for this Framework.
- 12) **Binding Nature.** This Framework will be binding upon the Municipalities and their respective successors and permitted assigns.

H. CORRESPONDENCE

- 1) Written notice under this Framework shall be addressed as follows:

- a. In the case of the Town of Irricana, to:

The Town of Irricana
c/o Chief Administrative Officer
P.O. Box 500, 1005 Ross Street
Irricana, Alberta, T0M 0S0

- b. In the case of Rocky View County, to:

Rocky View County
c/o Chief Administrative Officer
262075 Rocky View County Point
Rocky View County, AB, T4A 0X2

IN WITNESS WHEREOF, the Municipalities have hereunto executed this Framework under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this ____ day of _____, 2020 in _____,
Alberta.

TOWN OF IRRICANA

ROCKY VIEW COUNTY

Per:

Per:

Frank Freisen, Mayor

Greg Boehlke, Reeve

Ted Coffey, C.A.O.

Al Hoggan, C.A.O.

Schedule “B”

Dispute Resolution Process

A. Definitions

- 1) “initiating party” means a party who gives notice under section B of this Schedule;
- 2) “mediation” means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;
- 3) “mediator” means the mutually-agreed upon person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

B. Notice of dispute

- 1) When a party believes there is a dispute under a framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

C. Negotiation

- 1) Within 14 days after the notice is given under section B of this Schedule, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

D. Mediation

- 1) If the dispute cannot be resolved through negotiations with 90 days of initial notice, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 2) The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 3) The parties must give the mediator access to all records, documents, and information that the mediator may reasonably request.
- 4) The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- 5) All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.

E. Report

- 1) If the dispute has not been resolved within 6 months after the notice is given under section B of this Schedule, the initiating party must, within 21 days, prepare and provide to the other parties a report.
- 2) The report should contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 3) Despite subsection (1), the initiating party may prepare a report before the 6 months have elapsed if
 - i. the parties agree, or
 - ii. the parties are not able to appoint a mediator under section D of this Schedule.

F. Appointment of arbitrator

- 1) Within 14 days of a report being provided under section E of this Schedule, the representatives must appoint a mutually agreed-upon arbitrator and the initiating party must provide the arbitrator with a copy of the report.
- 2) If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section E of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.

G. Arbitration process

- 1) Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 2 of Part 17.2 of the Municipal Government Act.
- 2) In addition to the arbitrator's powers under subsection (1), the arbitrator may do the following:
 - i. require an amendment to a framework;
 - ii. require a party to cease any activity that is inconsistent with the framework;
 - iii. provide for how a party's resolutions or bylaws must be amended to be consistent with the framework;
 - iv. award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

H. Deadline for resolving dispute

- 1) The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section B of this Schedule.

- 2) If an arbitrator does not resolve the dispute within the time described in subsection (1), the Minister may grant an extension of time or appoint a replacement arbitrator.

I. Arbitrator's order

- 1) Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 2) The arbitrator's order must:
 - i. be in writing,
 - ii. be signed and dated,
 - iii. state the reasons on which it is based,
 - iv. include the timelines for the implementation of the order, and
 - v. specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
- 3) The arbitrator must provide a copy of the order to each party.
- 4) If an order of the arbitrator under sub-section (2) is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.

J. Costs of arbitrator

- 1) Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be shared equally by the parties.



INTERGOVERNMENTAL AFFAIRS

TO:	Council	
DATE:	February 25, 2020	DIVISION: All
FILE:	N/A	APPLICATION: N/A
SUBJECT:	Adoption of Intermunicipal Collaboration Framework between Kneehill County and Rocky View County	

POLICY DIRECTION:

The *Municipal Government Act* (MGA) requires Rocky View County (RVC) to complete an Intermunicipal Collaboration Framework (ICF) with all adjacent municipalities that are not members of the Calgary Metropolitan Regional Board. The ICFs must be complete by April 1, 2020.

EXECUTIVE SUMMARY:

The purpose of this report is to approve the ICF that has been prepared collaboratively with Kneehill County. This ICF identifies several shared services including fire services, emergency management, and road maintenance, and states the method of service delivery. The document meets the requirements of the MGA, and has a four year term. The ICF also creates a process for effective dispute resolution and sets up an Intermunicipal Committee to ensure continued cooperation between Rocky View County and Kneehill County.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

DISCUSSION:

ICF's identify how municipal services are delivered between two adjacent municipalities. They also provide for the integrated and strategic planning, delivery, and funding of intermunicipal services; allocate resources efficiently in providing local services; and ensure municipalities contribute funding to services that benefit their residents.

The attached ICF with Kneehill County identifies intermunicipal collaboration with respect to fire and emergency management services. The ICF identifies the Intermunicipal Development Plan (IDP) for cooperation on planning and development issues. The ICF identifies a transportation agreement where Kneehill County grades and snow plows a 450m portion of Township Road 29-0 at Range Road 25-3 in RVC. The ICF does not identify any opportunities for shared services with respect to solid waste, recycling or recreation. Both parties are members of the AQUA 7 Regional Water Commission, and share delivery of agricultural services as appropriate.

Elected officials from both Counties met to discuss potential opportunities for shared services. Given that RVC and Kneehill County are both rural municipalities, there were minimal opportunities and need for cooperation with respect to shared services. The Counties would continue to cooperate with respect to transportation and the provision of agricultural services without the exchange of funds. Both Counties are preparing an IDP, which passed second reading on January 14, 2020. Administration recommends that Council approve the attached ICF by resolution.

Administration Resources

Amy Zaluski and Ben Manshanden, Intergovernmental Affairs



BUDGET IMPLICATIONS:

There are no budget implications at this time.

OPTIONS:

- Option #1 THAT the Kneehill County and Rocky View County Intermunicipal Collaboration Framework be approved as presented in Attachment 'A.'
- Option #2 THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

"Amy Zaluski"

"Al Hoggan"

Manager
Intergovernmental Affairs

Chief Administrative Officer

ATTACHMENTS:

Attachment 'A' – Intermunicipal Collaboration Framework between Kneehill County and Rocky View County

Intermunicipal Collaboration Framework

Between

Kneehill County

(hereinafter referred to as “Kneehill”)

And

Rocky View County

(hereinafter referred to as “Rocky View”)

WHEREAS Kneehill and Rocky View share a common border spanning: Township Road 29-0 from Range Road 27-0 to Range Road 25-0, and Range Road 25-0 from Township Road 29-0 to Highway 9.

AND WHEREAS Kneehill and Rocky View share common interests and desire working together to provide services to their ratepayers, where there are reasonable and logical opportunities to do so, at the sole discretion of the respective Municipalities;

AND WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other to:

- provide for the integrated and strategic planning, delivery, and funding of intermunicipal services;
- steward scarce resources efficiently in providing local services; and
- ensure municipalities contribute funding to services that benefit their residents;

NOW THEREFORE, by mutual covenant of Kneehill County and Rocky View County, it is agreed to enter into the Intermunicipal Collaboration Framework as follows in Schedule A.



Schedule "A"



A. DEFINITIONS

- l) Words in this Agreement have the same meaning as in the *Municipal Government Act* except for the following:
 - a. "Capital Costs" means new facilities, expansions to existing facilities, and intensification of use of existing facilities;
 - b. "County" means a municipal government form in rural areas of the province.
 - c. "CAO" means Chief Administrative Officer.
 - d. "Framework" means Intermunicipal Collaboration Framework.
 - e. "Intermunicipal Collaboration Framework" means the Intermunicipal Collaboration Framework between Kneehill County and Rocky View County, as required under Part 17.2 of the *Municipal Government Act*.
 - f. "Kneehill" means Kneehill County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
 - g. "*Municipal Government Act*" means the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time.
 - h. "Rocky View" means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
 - i. "Services" means those services that both parties may address within the Framework, which are:
 - i. Transportation;
 - ii. Water and wastewater;
 - iii. Solid Waste;
 - iv. Emergency Services;
 - v. Recreation; or
 - vi. Any other services that might benefit residents in both municipalities.

- j. "Service Agreements" means those agreements between the Parties to provide for the delivery of services, whether on a joint, collaborative, or other basis, as described in Part D (2) of this Agreement and as amended from time to time.
- i. Municipal – no collaboration: No intermunicipal collaboration is used to deliver a service between the parties named in this agreement.
 - ii. Intermunicipal collaboration: Service is delivered through the exchange of funds or resources between the parties named in this agreement.
 - iii. Third Party: A third party is employed to deliver a service that is of mutual benefit to the parties named in this agreement.
- k. "Year" means the calendar year beginning on January 1 and ending on December 31.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Agreement shall come into full force and effect on final passing of the resolutions by both Kneehill and Rocky View.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement through an amending resolution.
- 3) It is agreed by Kneehill and Rocky View that the Intermunicipal Committee shall meet at least once every four years to review the terms and conditions of the agreement.
- 4) The term of this agreement begins ____, ____, 2020 and ends ____, ____, 2024.

C. INTERMUNICIPAL COOPERATION

- 1) Kneehill and Rocky View agree to create a body known as the Intermunicipal Committee (hereinafter referred to as "the Committee").
- 2) The Committee will work together in good faith to share information about business that is of mutual interest to each municipality.
- 3) The Committee will meet on an as-needed basis, and will share information and provide feedback on intermunicipal or multi-jurisdictional opportunities and

issues. Topics may include planning policy, service delivery, or other matters that the Committee deems necessary.

- 4) The Committee shall consist of: one Councillor from Kneehill, one Councillor from Rocky View, and an alternate from each municipality.
- 5) The CAOs or designates of both municipalities will be advisory staff to the Committee and are responsible for developing agendas and recommendations on all matters and for forwarding all outcomes from the Committee to their respective Councils.
- 6) Meetings of the Committee can be called by either party whose Councillors or CAO are members of the Committee to this Agreement by requesting a meeting via electronic mail. The parties shall jointly determine a meeting date within thirty (30) days of the receipt of the request.

D. MUNICIPAL SERVICES

1) Kneehill delivers a range of services to its residents, including but not limited to:

- Agricultural Services;
- Bylaw Enforcement (municipal Peace Officers);
- Cemetery Services;
- Family and Community Support Services (through Kneehill Regional FCSS);
- Fire and Emergency Management Services;
- Library Services (through the Marigold Regional Library System);
- Planning and Development Services;
- Safety Codes;
- Recreation and Parks Services;
- Seniors' Housing (through the Kneehill Housing Corporation);
- Solid Waste and Recycling: (through the Drumheller and District Solid Waste Commission);
- Transportation Services;
- Water Services (through AQUA 7, the Town of Three Hills, the Town of Drumheller); and
- Wastewater Services.

Rocky View delivers a range of services to its residents, including but not limited to:

- Agricultural Services;

- Bylaw Enforcement (municipal and RCMP);
- Building Permits;
- Cemetery Services;
- Family and Community Support Services;
- Fire and Emergency Management Services;
- Library Services (through the Marigold Regional Library System);
- Recreation Services;
- Transportation Services;
- Seniors' Housing (through the Rocky View County Seniors Foundation);
- Solid Waste and Recycling through various private third party partnerships; and
- Water and Wastewater Services (through individually owned, privately owned, municipal partners, or Rocky View County systems).

2) Kneehill and Rocky View have a history of working together to jointly provide the following municipal services to their residents, either directly, or indirectly:

SERVICE AREA	DELIVERY METHOD	SERVICE SHARED	IMPLEMENTATION & TERM, FUNDING
Emergency Management	Intermunicipal Collaboration	Delivery of emergency management services in case of a disaster or major event.	Mutual Aid Agreement
Fire	Intermunicipal Collaboration	Delivery of fire services.	Mutual Aid Agreement
Planning and Development	Intermunicipal Collaboration	Consultative discussion on certain planning and development activities around shared boundary.	Intermunicipal Development Plan
Recreation	No Intermunicipal Collaboration	Not applicable.	No implementation required.
Solid Waste and Recycling	No Intermunicipal Collaboration	Not applicable.	No implementation required.
Transportation	Intermunicipal Collaboration	Township Road 29-0 at Range Road 25-3 in Rocky View: Kneehill grades and snow plows a 450m portion of this road	No implementation required.

SERVICE AREA	DELIVERY METHOD	SERVICE SHARED	IMPLEMENTATION & TERM, FUNDING
		due to rail configuration. Any other measures such as road construction, upgrades, signage, or vegetation control is the responsibility of Rocky View.	
Water and Waste Water	Third Party	Delivery of potable water services to member municipalities.	Both Counties are members of AQUA 7 Regional Water Commission.
Other: Agriculture	Intermunicipal Collaboration	Shared delivery on various Agricultural related training and education opportunities for residents.	Each opportunity is considered as it arises. Terms and conditions determined at the time participating municipalities are determined.

E. FUTURE SERVICE & AGREEMENTS

- 1) Additions or changes to the services that the adjacent municipalities partner upon can be made prior to the end of the four year term.
- 2) Whether it is a new service, or elimination of an existing shared service, the municipality whose CAO is initiating the change shall, in writing, contact the CAO of their adjacent municipality.
- 3) Once the receiving municipality has received written notice of a new shared service or elimination of an existing service, an Intermunicipal Committee meeting date will be determined within thirty (30) days of receiving the notice, unless both Parties agree otherwise.
- 4) The Intermunicipal Committee will be the forum used to address and develop next steps to proceed with changes to the ICF. Committee members will inform the whole of their respective Councils of the outcome of this meeting.
- 5) The Committee recognizes that each respective Council has autonomy and decision making authority to enter into an intermunicipal service agreement.

- 6) If respective Councils agree to add a new service, or eliminate an existing service, both Councils must adopt an updated ICF through a matching updated resolution. Notwithstanding the foregoing, the parties may amend or update any of the Service Agreements by agreement from time to time without having to amend or replace this Agreement.

F. DISPUTE RESOLUTION

- 1) The Intermunicipal Committee will meet and attempt to resolve any disputes that may arise under this Framework.
- 2) In the event the Committee is unable to resolve a dispute, the parties will follow the process outlined in Schedule “B”.
 - a) Any new Service Agreement or an update to an existing service agreement will adopt and include the dispute resolution process referred to in F.2 as its dispute resolution clause.

G. OTHER PROVISIONS

- 1) **Further Assurances.** The Municipalities covenant and agree to do such things and execute such further documents, agreements, and assurances as may be reasonably necessary or advisable from time to time to carry out the terms and conditions of this Framework in accordance with their true intent.
- 2) **Assignment of Framework.** Neither Municipality will assign its interest in this Framework.
- 3) **Notices.** Any notice required to be given hereunder by any Municipality will be deemed to have been well and sufficiently given if it is delivered personally or mailed by pre-paid registered mail to the address of the Municipality for whom it is intended. A notice or other document sent by registered mail will be deemed to be sent at the time when it was deposited in a post office or public letter box and will be deemed to have been received on the fourth business day after it was postmarked. A copy of the notice shall also be provided via email.
- 4) **Entire Framework.** This Framework and any applicable Service Agreements constitute the entire agreement between the Municipalities relating to the subject matter contained within them and supersedes all prior understandings, negotiations and discussions, whether oral or written, of the Municipalities in relation to that subject matter. There are no warranties, representations or other agreements among

the Municipalities in connection with the subject matter of the Framework except as specifically set forth within them.

- 5) **Unenforceable Terms.** If any term, covenant, or condition of this Framework, or the application thereof to any Municipality or circumstance is invalid or unenforceable to any extent, the remainder of this Framework or the application of such term, covenant, or condition to a Municipality or circumstance other than those to which it is held invalid or unenforceable will not be affected thereby, and each remaining term, covenant, or condition of this Framework will be valid and enforceable to the fullest extent permitted by law.
- 6) **Amendments.** This Framework may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Municipalities (See also Section B of this Framework).
- 7) **Remedies Not Exclusive.** No remedy herein conferred upon any Municipality is intended to be exclusive of any other remedy available to that Municipality, but each remedy will be cumulative and will be in addition to every other remedy given hereunder either now, hereafter existing by law, in equity, or by statute.
- 8) **No Waiver.** No consent or waiver, express or implied, by any Municipality to or of any breach or default by any other Municipality in the performance by such other Municipality of their obligations hereunder will be deemed or construed to be a consent to or waiver of any other breach or default in the performance of obligations hereunder by such Municipality. Failure on the part of any Municipality to complain of any act or failure to act of another Municipality or to declare such Municipality in default, irrespective of how long such failure continues, will not constitute a waiver by such Municipality of its rights hereunder.
- 9) **Counterparts.** This Framework may be executed in several counterparts, each of which when so executed will be deemed to be an original. Such counterparts will constitute the one and same instrument as of their Effective Date.
- 10) **Governing Law.** This Framework will be exclusively governed by and construed in accordance with the laws of the Province of Alberta.
- 11) **Time.** Time will be of the essence for this Framework.
- 12) **Binding Nature.** This Framework will be binding upon the Municipalities and their respective successors and permitted assigns.

H. CORRESPONDENCE

l) Written notice under this Framework shall be addressed as follows:

a. In the case of the Kneehill County, to:

Kneehill County
c/o Chief Administrative Officer
1600 – 2nd Street
Box 400
Three Hills, Alberta, T0M 2A0

b. In the case of Rocky View County, to:

Rocky View County
c/o Chief Administrative Officer
262075 Rocky View County Point
Rocky View County, AB, T4A 0X2

IN WITNESS WHEREOF, the Municipalities have hereunto executed this Framework under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this ____ day of _____, 2020 in _____,
Alberta.

KNEEHILL COUNTY

ROCKY VIEW COUNTY

Per:

Per:

Jerry Wittstock, Reeve

Greg Boehlke, Reeve

Mike Haugen, C.A.O.

Al Hoggan, C.A.O.

Schedule “B”

Dispute Resolution Process

A. Definitions

- 1) “initiating party” means a party who gives notice under section B of this Schedule;
- 2) “mediation” means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;
- 3) “mediator” means the mutually-agreed upon person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

B. Notice of dispute

- 1) When a party believes there is a dispute under a framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

C. Negotiation

- 1) Within 14 days after the notice is given under section B of this Schedule, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

D. Mediation

- 1) If the dispute cannot be resolved through negotiations with 90 days of initial notice, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 2) The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 3) The parties must give the mediator access to all records, documents, and information that the mediator may reasonably request.
- 4) The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- 5) All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.

E. Report

- 1) If the dispute has not been resolved within 6 months after the notice is given under section B of this Schedule, the initiating party must, within 21 days, prepare and provide to the other parties a report.
- 2) The report should contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 3) Despite subsection (1), the initiating party may prepare a report before the 6 months have elapsed if
 - i. the parties agree, or
 - ii. the parties are not able to appoint a mediator under section D of this Schedule.

F. Appointment of arbitrator

- 1) Within 14 days of a report being provided under section E of this Schedule, the representatives must appoint a mutually agreed-upon arbitrator, and the initiating party must provide the arbitrator with a copy of the report.
- 2) If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section E of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.

G. Arbitration process

- 1) Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 2 of Part 17.2 of the Municipal Government Act.
- 2) In addition to the arbitrator's powers under subsection (1), the arbitrator may do the following:
 - i. require an amendment to a framework;
 - ii. require a party to cease any activity that is inconsistent with the framework;
 - iii. provide for how a party's resolutions or bylaws must be amended to be consistent with the framework;
 - iv. award any costs, fees, and disbursements incurred in respect of the dispute resolution process and who bears those costs.

H. Deadline for resolving dispute

- 1) The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section B of this Schedule.

- 2) If an arbitrator does not resolve the dispute within the time described in subsection (1), the Minister may grant an extension of time or appoint a replacement arbitrator.

I. Arbitrator's order

- 1) Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 2) The arbitrator's order must:
 - i. be in writing,
 - ii. be signed and dated,
 - iii. state the reasons on which it is based,
 - iv. include the timelines for the implementation of the order, and
 - v. specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
- 3) The arbitrator must provide a copy of the order to each party.
- 4) If an order of the arbitrator under sub-section (2) is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.

J. Costs of arbitrator

- 1) Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be shared equally by the parties.



INTERGOVERNMENTAL AFFAIRS

TO:	Council	
DATE:	February 25, 2020	DIVISION: All
FILE:	N/A	APPLICATION: N/A
SUBJECT:	Adoption of Intermunicipal Collaboration Framework between the Village of Beiseker and Rocky View County	

POLICY DIRECTION

The *Municipal Government Act* (MGA) requires Rocky View County (RVC) to complete an Intermunicipal Collaboration Framework (ICF) with all adjacent municipalities that are not members of the Calgary Metropolitan Regional Board (CMRB). The ICFs must be complete by April 1, 2020.

EXECUTIVE SUMMARY:

The purpose of this report is to approve the ICF that has been prepared collaboratively with the Village of Beiseker. This ICF identifies several shared services including fire services, emergency management, recycling, recreation, and transportation. The document meets the requirements of the MGA, and has a four year term. The ICF also creates a process for effective dispute resolution and uses the existing Intermunicipal Committee to ensure continued cooperation between the County and the Village of Beiseker.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

DISCUSSION:

ICFs identify how municipal services are delivered between two adjacent municipalities. They provide for the integrated and strategic planning, delivery, and funding of intermunicipal services; allocate resources efficiently in providing local services; and ensure municipalities contribute funding to services that benefit their residents.

The ICF with the Village of Beiseker identifies intermunicipal collaboration with respect to fire and emergency management services. The ICF also identifies a recycling site cost sharing agreement between the County and the Village. The ICF identifies that the parties will update the recreation cost sharing agreement and prepare a road maintenance agreement whereby the County will grade a portion of gravel road in the Village of Beiseker on a cost recovery basis. The ICF does not identify any opportunities for shared services with respect to water or waste water. The Village of Beiseker approved the ICF on February 10, 2020. Administration recommends that Council approve the attached ICF by resolution.

BUDGET IMPLICATIONS:

There are no budget implications at this time.

Administration Resources

Amy Zaluski and Ben Manshanden, Intergovernmental Affairs



OPTIONS:

- Option #1 THAT the Village of Beiseker and Rocky View County Intermunicipal Collaboration Framework be approved as presented in Attachment 'A.'
- Option #2 THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

"Amy Zaluski"

"Al Hoggan"

Manager
Intergovernmental Affairs

Chief Administrative Officer

ATTACHMENTS:

Attachment 'A' – Intermunicipal Collaboration Framework between the Village of Beiseker and Rocky View County

Intermunicipal Collaboration Framework

Between

The Village of Beiseker

(hereinafter referred to as “Beiseker”)

And

Rocky View County

(hereinafter referred to as “Rocky View”)

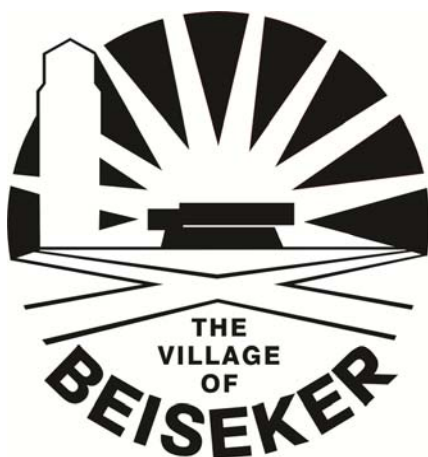
WHEREAS Beiseker and Rocky View share a common border around the boundaries of NE-11-28-26-W5M, NW-12-28-26-W5M, a portion of NE-12-28-26-W5M, SW-12-28-26-W5M, a portion of SW-12-28-26-W5M, and SE-11-28-26-W5M;

AND WHEREAS Beiseker and Rocky View share common interests and desire working together to provide services to their ratepayers, where there are reasonable and logical opportunities to do so;

AND WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other to:

- provide for the integrated and strategic planning, delivery, and funding of intermunicipal services;
- steward scarce resources efficiently in providing local services; and
- ensure municipalities contribute funding to services that benefit their residents;

NOW THEREFORE, by mutual covenant of Beiseker and Rocky View, it is agreed to enter into the Intermunicipal Collaboration Framework as follows in Schedule A.



Schedule "A"



A. DEFINITIONS

- 1) Words in this Agreement have the same meaning as in the *Municipal Government Act* except for the following:
 - a. "Beiseker" means the Village of Beiseker as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
 - b. "Capital Costs" means new facilities, expansions to existing facilities, and intensification of use of existing facilities;
 - c. "County" means Rocky View County.
 - d. "CAO" means Chief Administrative Officer.
 - e. "Framework" means Intermunicipal Collaboration Framework.
 - f. "Intermunicipal Collaboration Framework" means the Intermunicipal Collaboration Framework between the Village of Beiseker and Rocky View County, as required under Part 17.2 of the *Municipal Government Act*.
 - g. "*Municipal Government Act*" means the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time.
 - h. "Rocky View County" means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.

- i. "Services" means those services that both parties may address within the Framework, which are:
 - i. Transportation
 - ii. Water and wastewater
 - iii. Solid Waste
 - iv. Emergency Services
 - v. Recreation; or
 - vi. Any other services that might benefit residents in both municipalities-
- j. "Service Agreements" means those agreements between the Parties to provide for the delivery of Services, whether on a joint, collaborative, or other basis, as described in Part D (2) of this Agreement and as amended from time to time. Services are shared in one or more of the following ways:
 - i. Municipal – no collaboration: No intermunicipal collaboration is used to deliver a service between the parties named in this agreement.
 - ii. Intermunicipal collaboration: Service is delivered through the exchange of funds or resources between the parties named in this agreement.
 - iii. Third Party: A third party is employed to deliver a service that is of mutual benefit to the parties named in this agreement.
- k. "Year" means the calendar year beginning on January 1 and ending on December 31.

B. TERM AND REVIEW

- 1) In accordance with the *Municipal Government Act*, this Agreement shall come into full force and effect on final passing of resolutions by both Beiseker and Rocky View.
- 2) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement through a new resolution.
- 3) It is agreed by Beiseker and Rocky View that the Intermunicipal Committee shall meet at least once every four years to review the terms and conditions of the agreement.
- 4) The term of this agreement begins ____, ____, 2020 and ends ____, ____, 2024.

C. INTERMUNICIPAL COOPERATION

- 1) Beiseker and Rocky View have established an Intermunicipal Committee (hereinafter referred to as “the Committee”).
- 2) The Committee will work together in good faith to share information about business that is of mutual interest to each municipality.
- 3) The Committee will meet regularly, and will share information and provide feedback on intermunicipal or multi-jurisdictional opportunities and issues. Topics may include planning policy, service delivery, or other matters that the Committee deems necessary.
- 4) Meetings of the Committee can be called by either party to this Agreement by requesting a meeting via electronic mail. The parties shall jointly determine a meeting date within thirty (30) days of the receipt of the request.
- 5) The CAOs or designates of both municipalities will be advisory staff to the Committee and are responsible for developing agendas and recommendations on all matters and for forwarding all outcomes from the Committee to their respective Councils.

D. MUNICIPAL SERVICES

- 1) Beiseker delivers the following services to its residents, including but not limited to:
 - Bylaw Enforcement (municipal and RCMP);
 - Building Permits;
 - Cemetery Services;
 - Family and Community Support Services;
 - Fire and Emergency Management Services;
 - Library Services (through the Marigold Library System);
 - Recreation Services;
 - Business Licensing;
 - Seniors' Housing (through the Rocky View Seniors Foundation);
 - Solid Waste and Recycling: (through the Drumheller & District Solid Waste Management Association);
 - Transportation Services; and
 - Water and Wastewater Services (through the Aqua 7 Water Commission).

Rocky View County delivers the following services to its residents, including but not limited to:

- Agricultural Services;
- Bylaw Enforcement (municipal and RCMP);
- Building Permits;
- Cemetery Services;
- Family and Community Support Services;
- Fire and Emergency Management Services;
- Library Services (through the Marigold Library System);
- Recreation Services;
- Seniors' Housing (through the Rocky View County Seniors Foundation);
- Solid Waste and Recycling through various private third party partnerships;
- Transportation Services; and
- Water and Wastewater Services (through individually owned, privately owned, municipal partners, or Rocky View County systems).

2) Beiseker and Rocky View have a history of working together to jointly provide the following municipal services, either directly, or indirectly to their residents:

SERVICE AREA	DELIVERY METHOD ¹	SERVICE SHARED	IMPLEMENTATION & FUNDING
Emergency Management	Intermunicipal Collaboration	Mutual Aid Agreement	Beiseker is a signatory and member of the Regional Emergency Management Agency with Rocky View
Fire	Intermunicipal Collaboration	Fire Services Agreement	Fire Services Agreement between Beiseker and Rocky View.
Recreation	Intermunicipal Collaboration	Recreation Cost Sharing Agreement	Implement a Recreation Cost Sharing Agreement between Beiseker and Rocky View.
Solid Waste and Recycling	Third Party Delivery	Solid Waste Agreement	Recycling Site Cost Sharing Agreement between Beiseker and Rocky View.
Transportation	Municipal – No Intermunicipal Collaboration	Road Maintenance Agreement	Implement a Road Maintenance Agreement for Rocky View to maintain the gravel portion of 1 st Ave in Beiseker north of rail line, on a cost recovery basis as

¹ Delivery Methods include: Intermunicipal Collaboration, Municipal – No Intermunicipal Collaboration, Third Party Delivery, or Other to be Specified

			Rocky View has the proper equipment. Any other measures such as road construction, upgrades, signage, or vegetation control is the responsibility of Beiseker.
Water and Waste Water	Municipal – No Intermunicipal Collaboration	N/A	No implementation required.

E. FUTURE PROJECTS & AGREEMENTS

- 1) Additions or changes to the services that the adjacent municipalities partner upon can be made prior to the end of the four year term.
- 2) Whether it is a new service, or elimination of an existing service, the municipality whose CAO is initiating the change shall, in writing, contact the CAO of the other municipality.
- 3) Once the receiving municipality has received written notice of a new project or elimination of an existing service, an Intermunicipal Committee meeting date will be determined within thirty (30) days of receiving the notice, unless both Parties agree otherwise.
- 4) The Intermunicipal Committee will be the forum used to address and develop next steps to proceed with changes to the ICF. Committee members will inform the whole of their respective Councils of the outcome of this meeting.
- 5) If respective Councils agree to add a new service, or eliminate an existing service, both Councils must adopt an updated ICF through new resolutions.
- 6) The parties may amend or update any existing Service Agreement from time to time without having to amend or replace this Agreement.

F. DISPUTE RESOLUTION

- 1) The Intermunicipal Committee will meet and attempt to resolve any disputes that may arise under this Framework.
- 2) In the event the Committee is unable to resolve a dispute, the parties will follow the process outlined in “Schedule B - Dispute Resolution Process”;

- a Any new Service Agreement or an update to an existing service agreement will include the Dispute Resolution Process, as referred to in F.2 as its dispute resolution clause.

G. OTHER PROVISIONS

- 1) **Further Assurances.** The Municipalities covenant and agree to do such things and execute such further documents, agreements, and assurances as may be reasonably necessary or advisable from time to time to carry out the terms and conditions of this Framework in accordance with their true intent.
- 2) **Assignment of Framework.** Neither Municipality will assign its interest in this Framework.
- 3) **Notices.** Any notice required to be given hereunder by any Municipality will be deemed to have been well and sufficiently given if it is delivered personally or mailed by pre-paid registered mail to the address of the Municipality for whom it is intended. A notice or other document sent by registered mail will be deemed to be sent at the time when it was deposited in a post office or public letter box and will be deemed to have been received on the fourth business day after it was postmarked. A copy of the notice shall also be provided via email.
- 4) **Entire Framework.** This Framework and any applicable Service Agreements constitute the entire agreement between the Municipalities relating to the subject matter contained within them and supersedes all prior understandings, negotiations, and discussions, whether oral or written, of the Municipalities in relation to that subject matter. There are no warranties, representations or other agreements among the Municipalities in connection with the subject matter of the Framework except as specifically set forth within them.
- 5) **Unenforceable Terms.** If any term, covenant, or condition of this Framework, or the application thereof to any Municipality or circumstance is invalid or unenforceable to any extent, the remainder of this Framework or the application of such term, covenant, or condition to a Municipality or circumstance other than those to which it is held invalid or unenforceable will not be affected thereby, and each remaining term, covenant, or condition of this Framework will be valid and enforceable to the fullest extent permitted by law.
- 6) **Amendments.** This Framework may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Municipalities- (See also Section B of this Framework).

- 7) **Remedies Not Exclusive.** No remedy herein conferred upon any Municipality is intended to be exclusive of any other remedy available to that Municipality, but each remedy will be cumulative and will be in addition to every other remedy given hereunder either now, hereafter existing by law, in equity, or by statute.
- 8) **No Waiver.** No consent or waiver, express or implied, by any Municipality to or of any breach or default by any other Municipality in the performance by such other Municipality of their obligations hereunder will be deemed or construed to be a consent to or waiver of any other breach or default in the performance of obligations hereunder by such Municipality. Failure on the part of any Municipality to complain of any act or failure to act of another Municipality or to declare such Municipality in default, irrespective of how long such failure continues, will not constitute a waiver by such Municipality of its rights hereunder.
- 9) **Counterparts.** This Framework may be executed in several counterparts, each of which when so executed will be deemed to be an original. Such counterparts will constitute the one and same instrument as of their Effective Date.
- 10) **Governing Law.** This Framework will be exclusively governed by and construed in accordance with the laws of the Province of Alberta.
- 11) **Time.** Time will be of the essence for this Framework.
- 12) **Binding Nature.** This Framework will be binding upon the Municipalities and their respective successors and permitted assigns.

H. CORRESPONDENCE

- 1) Written notice under this Framework shall be addressed as follows:
 - a. In the case of the Village of Beiseker, to:

The Village of Beiseker
c/o Chief Administrative Officer
Box 349, 700 1st Ave
Beiseker, Alberta, T0M 0G0

b. In the case of Rocky View County, to:

Rocky View County
c/o Chief Administrative Officer
262075 Rocky View County Point
Rocky View County, AB, T4A 0X2

IN WITNESS WHEREOF, the Municipalities have hereunto executed this Framework under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this ____ day of _____, 2020 in _____,
Alberta.

VILLAGE OF BEISEKER

ROCKY VIEW COUNTY

Per:

Per:

Warren Wise, Mayor

Greg Boehlke, Reeve

Heather Leslie, C.A.O.

Al Hoggan, C.A.O.

Schedule “B”

Dispute Resolution Process

A. Definitions

- 1) “initiating party” means a party who gives notice under section B of this Schedule;
- 2) “mediation” means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;
- 3) “mediator” means the mutually-agreed upon person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

B. Notice of dispute

- 1) When a party believes there is a dispute under a framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

C. Negotiation

- 1) Within 14 days after the notice is given under section B of this Schedule, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

D. Mediation

- 1) If the dispute cannot be resolved through negotiations with 90 days of initial notice, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 2) The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 3) The parties must give the mediator access to all records, documents, and information that the mediator may reasonably request.
- 4) The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.

- 5) All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.

E. Report

- 1) If the dispute has not been resolved within 6 months after the notice is given under section B of this Schedule, the initiating party must, within 21 days, prepare and provide to the other parties a report.
- 2) The report should contain a list of the matters agreed upon, and those upon which there is no agreement between the parties.
- 3) Despite subsection (1), the initiating party may prepare a report before the 6 months have elapsed if
 - i. the parties agree, or
 - ii. the parties are not able to appoint a mediator under section D of this Schedule.

F. Appointment of arbitrator

- 1) Within 14 days of a report being provided under section E of this Schedule, the representatives must appoint a mutually agreed-upon arbitrator and the initiating party must provide the arbitrator with a copy of the report.
- 2) If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section E of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.

G. Arbitration process

- 1) Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices, and procedures shall be the same as those in Division 2 of Part 17.2 of the *Municipal Government Act*.
- 2) In addition to the arbitrator's powers under subsection (1), the arbitrator may do the following:
 - i. require an amendment to a framework;
 - ii. require a party to cease any activity that is inconsistent with the framework;
 - iii. provide for how a party's resolutions or bylaws must be amended to be consistent with the framework;
 - iv. award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

H. Deadline for resolving dispute

- 1) The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section B of this Schedule.
- 2) If an arbitrator does not resolve the dispute within the time described in subsection (1), the Minister may grant an extension of time or appoint a replacement arbitrator.

I. Arbitrator's order

- 1) Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 2) The arbitrator's order must:
 - i. be in writing,
 - ii. be signed and dated,
 - iii. state the reasons on which it is based,
 - iv. include the timelines for the implementation of the order, and
 - v. specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
- 3) The arbitrator must provide a copy of the order to each party.
- 4) If an order of the arbitrator under sub-section (2) is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.

J. Costs of arbitrator

- 1) Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be shared equally by the parties.



PLANNING AND DEVELOPMENT SERVICES

TO: Council

DATE: February 25, 2020 **DIVISION:** 4, 5, & 6

FILE: N/A **APPLICATION:** PL20190085

SUBJECT: Intermunicipal Development Plan between Rocky View County and Wheatland County

POLICY DIRECTION

The *Municipal Government Act* (MGA) requires that municipalities sharing common boundaries complete an Intermunicipal Development Plan (IDP) by April 1, 2020. An extension of the deadline to April 1, 2021 is available at the request of both municipalities.

EXECUTIVE SUMMARY:

Rocky View County and Wheatland County require an extension to Intermunicipal Development Plan (IDP) deadline from April 1, 2020 to April 1, 2021. A Council resolution is required of both municipalities in order to submit the request to Alberta Municipal Affairs.

ADMINISTRATION RECOMMENDATION:

Administration recommends that Council supports extension of the completion date for the Rocky View County/Wheatland County Intermunicipal Development Plan, in accordance with Option #1.

DISCUSSION:

Ministerial Order No. MSL:047/18 allows municipalities to request an extension to April 1, 2021 for the completion of IDPs. Rocky View County Administration has been working with their counterparts at Wheatland County to produce an IDP, and expect to have a draft for Council consideration in the spring of 2020. Extending the completion date would allow for flexibility with regard to circulation of the draft document, public hearing scheduling, and Calgary Metropolitan Regional Board consideration.

A resolution from the Councils of both Rocky View County and Wheatland County is required in order to submit the request to Municipal Affairs. Therefore, Administration recommends that Council pass a resolution extending the IDP completion deadline to April 1, 2021.

BUDGET IMPLICATIONS:

There are no budget implications.

OPTIONS:

- Option #1: THAT Council supports extension of the completion date for the Rocky View County/Wheatland County Intermunicipal Development Plan to April 1, 2021
- Option #2: THAT alternative direction be provided.

Administration Resources

Stefan Kunz, Planning and Development Services



ROCKY VIEW COUNTY

Respectfully submitted,

“Theresa Cochran”

Executive Director
Community Development Services

SK/llt

Concurrence,

“Al Hoggan”

Chief Administrative Officer



RECREATION, PARKS & COMMUNITY SUPPORT

TO: Council

DATE: February 25, 2020 **DIVISION:** ALL

FILE: N/A

SUBJECT: Community Recreation Funding Grant Program Policy, C-317

POLICY DIRECTION:

Council regularly develops and reviews its policies, such as Community Recreation Funding Grant Program Policy, C-317, to ensure Council's objectives are represented and the needs of the County are addressed, in accordance with Council's responsibilities in the *Municipal Government Act*.

EXECUTIVE SUMMARY:

The Community Recreation Funding Grant Program Policy C-317 has recently undergone a review.

The major amendments to Policy C-317 are:

- removing the notwithstanding clause that originally gave Council "the right to approve funding for applications that do not meet some or all of the requirements set out in this policy";
- moving "programs that already receive funding from family and community support services or social services" from ineligible to discretionary; and
- replacing "divisional" with "community" in describing non-regional facilities and programs in the County.

Other amendments to the policy include clarity of application requirements, and flow of information. The policy will continue to function as originally intended.

At the February 4, 2020 Recreation Governance Committee (RGC) meeting, a resolution was passed that the amended Community Recreation Funding Policy C-317 be recommended to Council for approval as per Attachment 'A'.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

BACKGROUND:

Community Recreation Funding Grant Program Policy C-317 was adopted by Council on April 24, 2012, to establish a framework for Rocky View County to support the recreational and cultural needs of County communities. Amendments to the Policy were approved by Council on November 26, 2019.

Attachment 'A' shows further proposed textual amendments to Policy C-317.

The following table outlines the proposed additions to the existing Policy C-317.

Administration Resources

Susan de Caen, Recreation, Parks & Community Support

Amended Section	Proposed Addition	Rationale
Global replacements		
	“divisional” has been replaced by “community” in describing non-regional recreation facilities and programs	Clearer terminology
Policy		
Purpose - amended	This policy establishes the Community Recreation Funding Grant Program (the Grant Program) by outlining funding sources, eligibility criteria, application requirements, and evaluation guidelines.	Clarification of policy purpose
9 - Amended	Non-profit recreation organizations and the County may access recreation tax levy funds held in the public reserve for future recreation capital projects, life cycle enhancement, or service costs for debts incurred to fund a recreation capital project or life cycle enhancement.	Clarifies that funds in the public reserve are available to both recreation organizations and the County.
16(3) – Moved to 18(1)	Programs that already receive funding from Family and Community Support Services or social services.	FCSS funded programs may have recreation components that RGC deems eligible for funding
31	An organization’s demonstrated financial need is taken into consideration during the evaluation process.	Ensures that applicants’ financial needs are considered.
32	Grant funding decisions made by the RCG are final and appeals are not considered.	Establishes RGC as final approving authority for grant allocation decisions. Organizations may reapply at later grant intakes.
ELIMINATED	Notwithstanding this policy, the Recreation Governance Committee retains the right to approve funding for applications that do not meet some or all of the requirements set out in this policy	This authority lies with Council, not a committee.
Definitions		
Eliminated	“applicant” means an organization applying for a grant pursuant to this policy;	unnecessary
Eliminated	“CAO” means Chief Administrative Officer;	unnecessary
Eliminated	“community impact” means the maximum return on recreation investment yielded by funding	unnecessary

	partnerships and sustained results for County residents;	
Eliminated	“cost sharing grants” means funds approved by the County and may be proportioned up to a maximum of 50% of the total project cost to be contributed by the County;	unnecessary
Eliminated	“development” means a change in use of land or in the footprint of the land;	unnecessary
Eliminated	“incorporating documents” means the legal instruments by which an applicant is incorporated or created; includes an application for incorporation, articles of incorporation, memorandum of association, articles of association, and bylaws;	unnecessary
Eliminated	“municipality” means any civic entity other than Rocky View County;	unnecessary
40(4)	“cash-in-lieu” means money taken instead of land for municipal reserves, school reserve, or municipal and school reserve at the time of subdivision, pursuant to the Municipal Government Act;	Clarifies meaning of “cash-in-lieu”
40(6) - New	“community” means of, or relating to, an organization that operates and maintains a community facility, or the provision of community recreation programs;	Clarifies meaning of “community”
40(19) - New	“MR” means municipal reserve;	Clarifies meaning of “MR”
40(20) - New	“municipal reserve” means land designated as a municipal reserve pursuant to the Municipal Government Act;	Clarifies meaning of “municipal reserve”
40(26) - New	“project completion report” means a County-supplied financial report template outlining the use of grant funds and how residents benefited from their expenditure;	Clarifies meaning of “project completion report”
40(31) - New	“regional” means of, or relating to, an organization that operates and maintains a regional facility; may include the provision of regional recreation programs;	Clarifies meaning of “regional”
40(34) - New	“retroactive expenses” means expenditures incurred prior to approval of grant by the Recreation Governance Committee.	Clarifies meaning of “retroactive expenses”
40(35) - New	“RGC” means the Recreation Governance Committee;	Clarifies meaning of “RGC”
40(37) - New	“service club” means a voluntary non-profit organization where members perform charitable works either by direct hands-on efforts or by raising money for other organizations;	Clarifies meaning of “service club”
40(42) - New	“volunteer hours” means volunteer time contributed towards capital project grants. Hours are valued as defined in the Master Rates Bylaw at Alberta	Clarifies meaning of Volunteer hours”



	minimum wage, must be preapproved through the granting program, and reported in the project completion report.	
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BUDGET IMPLICATIONS:

There are no budget implications at this time.

OPTIONS:

- Option #1 THAT the amended Community Recreation Funding Policy C-317 be approved as per Attachment 'A'.
- Option #2 THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

"Theresa Cochran"

"Al Hoggan"

Executive Director
Community Development Services
SdC/

Chief Administrative Officer

ATTACHMENTS:

- Attachment 'A' – Proposed Community Recreation Funding Grant Program Policy C-317
Attachment 'B' – Redline version of changes to Policy C-317
Attachment 'C' – Existing Community Recreation Funding Grant Program Policy C-317



ROCKY VIEW COUNTY

COMMUNITY RECREATION FUNDING GRANT PROGRAM

Council Policy

C-317

Policy Number:	C-317
Policy Owner:	Recreation, Parks & Community Support
Adopted By:	Council
Adoption Date:	2012 April 24
Effective Date:	2012 April 24
Date Last Amended:	2019 November 26
Date Last Reviewed:	(TBD)

Purpose

- 1 This policy establishes the Community Recreation Funding Grant Program (the Grant Program) by outlining funding sources, eligibility criteria, application requirements, and evaluation guidelines.



Policy Statement

- 2 Council values the volunteers and resources that non-profit recreation organizations provide for County residents.
- 3 Council provides limited operational and capital assistance to non-profit organizations whose facilities, programs, or services benefit County residents.
- 4 The County encourages and supports partnership opportunities that enhance quality of life for County residents through recreation.



Policy

Sources of Grant Program Funding

- 5 The sources of Grant Program funding are:
 - (1) the County's recreation tax levy;
 - (2) the County's municipal reserve (MR) cash-in-lieu funds;



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- (3) proceeds from the sale of MR lands; and
- (4) voluntary recreation contributions.

Recreation Tax Levy

- 6 Funding from the County's recreation tax levy is allocated to funding the Grant Program. Council approves this allocation in its annual operational budget.
- 7 The Recreation Governance Committee (the RGC) annually allocates a portion of the funding from the annual operational budget to each designated regional facility. Funding is available to non-profit recreation community organizations through the Grant Program.
- 8 At the end of the calendar year, any unused recreation tax levy funds, allocated to Grant funding, left in the annual operational budget must be transferred to the public reserve.
- 9 Non-profit recreation organizations and the County may access recreation tax levy funds held in the public reserve for future recreation capital projects, life cycle enhancement, or service costs for debts incurred to fund a recreation capital project or life cycle enhancement.

Municipal Reserve Cash-in-Lieu Funds and Proceeds of Sale of Municipal Reserve Land

- 10 Proceeds obtained through cash-in-lieu, and the disposal (sale, lease, or other disposition) of reserve lands is allocated in accordance with the Municipal Government Act.

Voluntary Recreation Contributions

- 11 All voluntary recreation contribution funds are apportioned to the electoral division in which the subdivision is located.
- 12 Voluntary recreation contribution funds are available only for new recreation capital projects or expansion of recreation capital projects as directed and approved by the RGC.



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Use of Interest

- 13 Interest earned is allocated by Council as follows:
- (1) Public Reserve – designated recreation funds: Apportioned for maintenance and operation of reserve lands and public parks, of which the County holds an interest;
 - (2) Cash-in-lieu funds: apportioned in accordance with the uses identified in the Municipal Government Act.

Grant Eligibility

- 14 To be considered for a grant under the Grant Program, organizations must:
- (1) be registered or incorporated non-profit organizations under the *Agricultural Societies Act*, the *Alberta Societies Act*, or Part 9 of the *Companies Act*;
 - (2) complete a grant application provided by the County; and
 - (3) if any grants were previously granted by the County, provide the project completion report, if not already provided.
- 15 All grant applications must include:
- (1) current financial statements, audited if available;
 - (2) three quotes for each project component for which funding is being requested, where possible;
 - (3) how the County's contribution will be recognized and promoted; and
 - (4) the number of County and non-County residents served by the facility or program.

Non-Eligible Organizations and Expenditures

- 16 The following organizations and expenditures are ineligible for capital and operational funding under this policy:
- (1) facilities on private property without a public interest to the land;
 - (2) facilities that do not allow reasonable access to the public;
 - (3) libraries and museums;



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- (4) religious societies registered under the *Religious Societies' Land Act*;
 - (5) organizations that are not open to the public;
 - (6) school boards and school activities or teams;
 - (7) retroactive expenses, unless in the case of emergency funding requests;
 - (8) employee salary and hourly wages;
 - (9) honoraria;
 - (10) promotional materials;
 - (11) Goods and Services Tax (GST); and
 - (12) fundraising activities.
- 17 The following expenditures are ineligible for capital funding under this policy:
- (1) costs to operate the organization, including but not limited to salaries, wages, and day-to-day administration; and
 - (2) items that are consumable or have a life span of less than five years, including but not limited to food, kitchen items, sports equipment, entertainment units, computers and other hardware, tools, and maintenance supplies.

Discretionary Eligibility

- 18 The following organizations may receive a grant subject to the RGC's discretion:
- (1) organizations with programs that already receive funding from Family and Community Support Services or social services;
 - (2) non-profit organizations registered in another province providing a service to County residents; and
 - (3) service clubs.



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Regional and Community Funding

- 19 Council designates Grant Program funding as community or regional in its annual budget.
- 20 The RGC determines if a recreation facility or program is regional or community. The RGC may alter the status of a facility or program as it deems necessary.

Regional Facilities

- 21 Regional facilities may only access regional operational or capital funds.
- 22 Existing intermunicipal recreation cost sharing agreements take precedence over this policy.
- 23 A regional facility may access funds from the public reserve designated for regional facilities if:
 - (1) the RGC approves emergency funding for the regional facility; and
 - (2) the regional facility has depleted funds from their individual recreation facility capital reserve account.

Community Facilities

- 24 Community facilities may only access community operational or capital funds.

Application Approval Process

- 25 The RGC reviews and approves funding requests in the spring and fall of each year.
- 26 Organizations may submit one operating and one capital grant funding application per organization, per fiscal year. Organizations must apply annually, in the spring or fall, to be eligible.
- 27 The RGC considers emergency funding requests year-round, during their regularly-scheduled meetings.
- 28 Due to the volume of applications received and the limited amount of funds available, not all eligible projects may receive grant funding.
- 29 Grant extensions or minor changes in the project's scope may be granted at the discretion of the Chief Administrative Officer.



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Evaluation Criteria

- 30 Grant applications are ranked using the criteria in Schedule A of this policy. Each criterion carries the same weight. Not all evaluation criteria apply to each application. Funding approvals are based, in part, on how each project ranks.
- 31 An organization's demonstrated financial need is taken into consideration during the evaluation process.
- 32 Grant funding decisions made by the RGC are final and appeals are not considered.

Cost Sharing Formulae

- 33 Unless otherwise noted in this policy, for organizations located in the County:
 - (1) the cost sharing formula for capital and emergency funding is:
 - (a) up to a 50% contribution from the County; and
 - (b) a minimum of 50% funding being provided from the facility.
 - (2) Operational funding is non-matching.
- 34 Unless otherwise noted in this policy, for organizations located in neighbouring municipalities:
 - (1) the cost sharing formula for capital and emergency funding is:
 - (a) up to a 25% contribution from the County;
 - (b) up to 25% from the neighbouring municipality where the organization resides; and
 - (c) a minimum of 50% funding being provided from the organization.
 - (2) Operational funding requires matching with the neighbouring municipality providing a minimum 50% matching contribution.
- 35 The County permits organizations to apply volunteer hours to their funding contribution portion up to a maximum of 50% of their matching contribution on the capital project where funding is being requested.



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- 36 Grant funding cannot be used to match funds from other County cost-sharing grant programs.

Grant Recipient Requirements

- 37 Grant recipients must provide a project completion report on how the grant funds were used. The project completion report must be provided to the County no later than three months after completing the project. Future funding requests are not considered if the financial report is not provided.
- 38 Grant recipients must recognize the County as a source of funding. Recognition may be in the form of signage, or another source of recognition, at the discretion of the CAO.

Conflict of Interest

- 39 At the discretion of the CAO, if the County determines that an organization's board or any of its directors, officers, or employees have a conflict of interest, and it is not corrected to the satisfaction of the County, the County may withhold or withdraw approved funding without notice.



References

Legal Authorities

- *Agricultural Societies Act*, RSA 2000, c A-11
- *Municipal Government Act*, RSA 2000, c M-26
- *Societies Act*, RSA 2000, c S-14
- *Companies Act*, RSA 2000, c C-21

Related Plans, Bylaws, Policies, etc.

- *Master Rates Bylaw*, C-7857-2019
- Municipal Development Plan (County Plan)
- Parks & Open Space Master Plan

Related Procedures

- N/A

Other

- Community Needs Survey 2010



Policy History

Amendment Date(s) – Amendment Description

- 2019 November 26 – minor amendments to clarify policy and align with new policy template



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Review Date(s) – Review Outcome
Description



Definitions

40 In this policy:

- (1) “access” means that all County residents shall receive equity through accessible, available, and affordable services, programs, and facilities;
- (2) “business plan” means a strategic plan that places financial planning and financial performance at its core, charting the future course of an institution through a realistic projection of operations, and capital and marketing projections;
- (3) “capital” means funding for an expenditure creating future benefits, a fixed asset, or a tangible item (bricks and mortar);
- (4) “cash-in-lieu” means money taken instead of land for municipal reserves, school reserve, or municipal and school reserve at the time of subdivision, pursuant to the *Municipal Government Act*;
- (5) “Chief Administrative Officer” means the Chief Administrative Officer of Rocky View County as defined in the *Municipal Government Act* or their authorized delegate;
- (6) “community” means of, or relating to, an organization that operates and maintains a community facility, or the provision of community recreation programs;
- (7) “community facility” means a facility with two or fewer components that provides services according to community service boundaries, provides managed access, and the prime activity for which involves a paid or programmed recreational use. Facility services may be provided through an alternative municipal service provider with public access negotiated through an intermunicipal recreation cost sharing agreement;
- (8) “component” means a portion of a facility used for a specific function or activity; i.e. gymnasium, fitness centre;
- (9) “conflict of interest” means a situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person’s self-interest, their professional interest, or the public interest;



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- (10) "Council" means the duly elected Council of Rocky View County;
- (11) "County" means Rocky View County;
- (12) "cultural" means a shared community identity as expressed by beliefs, values, traditions, and aspirations found in local events, arts, and heritage;
- (13) "emergency funding" means resourcing provided for repairs to a facility that could not remain open or operate safely if the repairs are not completed;
- (14) "facility" means a location designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities;
- (15) "grant" means the Community Recreation Funding Grant;
- (16) "intermunicipal recreation cost sharing agreement" means an agreement between the County and the identified municipality that outlines detailed information on the planning, development, funding, maintenance, and operation commitment of recreational and cultural amenities by both the County and the identified municipality;
- (17) "life cycle plan" means the documentation and inventory of the facility's assets, which includes a repair or replacement schedule and the costs associated with the scheduled repair or replacement;
- (18) "*Master Rates Bylaw*" means the Rocky View County bylaw known as the *Master Rates Bylaw*, as amended or replaced from time to time; a Council-approved regulation that includes a consolidation of rates charged to the public for various municipal services;
- (19) "MR" means municipal reserve;
- (20) "municipal reserve" means land designated as a municipal reserve pursuant to the *Municipal Government Act*;
- (21) "non-profit" means an organization incorporated under the *Societies Act of Alberta*, the *Agricultural Societies Act*, or Part 9 of the *Companies Act* whose objectives reflect their interest in serving the recreation needs of the public without realizing a profit to its members;
- (22) "operational" means the routine functioning and activities of a program, service, or facility such as but not limited to operational costs, utilities, and insurance;



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- (23) “organizations” means non-profit groups that exist to serve the public benefit, are typically governed by a voluntary board of directors, and typically depend on volunteers to carry out essential parts of the groups’ or organizations’ work, though paid staff may fill certain positions;
- (24) “partnership” means two or more organizations working together towards a joint interest where there is: a definition of authority and responsibility among partners; joint contribution of input costs (e.g. time, funding, expertise, information); sharing of risk among partners; and mutual or complementary benefits;
- (25) “programs” means formal, planned, instructor led opportunities for individuals to develop skill or understanding in a specific content area; whether through registering for, or dropping into, a scheduled activity. It does not refer to participant-led unstructured activities that are accessed at public open spaces or through admission into a facility, nor the rental of parks, playgrounds or facilities by individuals or groups;
- (26) “project completion report” means a County-supplied financial report template outlining the use of grant funds and how residents benefited from their expenditure.
- (27) “public use facilities” means any property or facility that has been designated through an agreement with the County as being available for use by individuals, groups, or other organizations that are not directly associated with the County;
- (28) “recreation” means an experience that results from freely chosen participation in physical, intellectual, creative, and cultural pursuits that enhance individual and community wellbeing;
- (29) “Recreation Governance Committee” is a Council committee that acts as an approving body regarding matters pertaining to Recreation and Cultural services in the County, including grant applications, funding allocation, studies, and master plans;
- (30) “recreation tax levy” means the application of annual tax to residential properties to support recreation and culture;
- (31) “regional” means of, or relating to, an organization that operates and maintains a regional facility; may include the provision of regional recreation programs;
- (32) “regional facility” means a community hub providing a range of recreational opportunities through an integrated grouping of diverse and flexible use facilities; users from more than one community make use of these resources.



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- (33) “reserve lands” means any lands that have been provided by a registered owner as municipal reserve (MR) or municipal and school reserve (MSR) (in each case, such terms shall not include lands held as environmental reserve) under the provisions of the *Municipal Government Act*;
- (34) “retroactive expenses” means expenditures incurred prior to approval of a grant by the Recreation Government Committee;
- (35) “RGC” means the Recreation Governance Committee;
- (36) “Rocky View County” means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires;
- (37) “service club” means a voluntary non-profit organization where members perform charitable works either by direct hands-on efforts or by raising money for other organizations;
- (38) “stewardship” means the caretaking of public resources, and is a responsibility inherent in all County funding partnership arrangements, as such all arrangements shall result in the delivery of high-quality and sustainable services, programs and facilities for the community;
- (39) “sustainability” means the relationship between financial sustainability and organizational self-sufficiency in resourcing required for maintaining general operations independent of public funds;
- (40) “voluntary recreation contribution” means a voluntary monetary donation by owners or developers, as per the *Master Rates Bylaw*, applied to each new unit for residential or non-residential development;
- (41) “volunteer” means anyone who offers time, energy, and skills of his or her own free will for the mutual benefit of the volunteer and the organization. Volunteers work without financial compensation, or the expectation of financial compensation beyond an agreed-upon reimbursement for expenses; and
- (42) “volunteer hours” means volunteer time contributed towards capital project grants. Hours are valued as defined in the Master Rates Bylaw at Alberta minimum wage, must be preapproved through the granting program, and reported in the project completion report.



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Schedule A: Evaluation Criteria

Funding applications are evaluated using the criteria below.

- 1 The application's alignment with County policies and plans, including but not limited to:
 - (1) this policy;
 - (2) Rocky View Council Strategic Plan;
 - (3) Parks and Open Space Master Plan;
 - (4) Active Transportation Plan: South County;
 - (5) County Plan;
 - (6) registered non-profit organization under the *Societies Act of Alberta*, the *Agricultural Societies Act*, or Part 9 of the *Companies Act*; and

Community Benefits

- 2 Community benefits criteria are as follows:
 - (1) creates a new or enhanced recreational or cultural amenity;
 - (2) enhances accessibility;
 - (3) contributes to community physical attributes;
 - (4) expands or creates more volunteer opportunities;
 - (5) contributes to safer communities;
 - (6) promotes diversity or inclusion for County residents;
 - (7) provides public use facilities;
 - (8) sound stewardship of public resources; or
 - (9) number of County residents benefitting from the initiative.



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Capital Project Viability

- 3 Project viability criteria includes:
- (1) proof of a matching funds raised or committed;
 - (2) other funding opportunities have been sourced; and
 - (3) project is part of facility's capital priority plan or life cycle plan.

Capital Expansion: Planning and Financial Sustainability

- 4 Capital expansion: planning & financial sustainability criteria includes:
- (1) a completed five year life cycle plan;
 - (2) a completed, current, business plan;
 - (3) a completed, detailed feasibility study;
 - (4) a completed master site development plan;
 - (5) the required public engagement sessions have been completed; and
 - (6) other requested studies related to the project have been completed.
- 5 Capital expansion criteria applies to new developments.

Regional Facility Design Principles

- 6 Regional facility design principles criteria includes:
- (1) Community Hub: a multipurpose facility of a scope large enough to provide a range of opportunities and services, yet small enough to provide a community focal point where people meet, congregate, feel comfortable, and sense they belong;
 - (2) Integrated Facility: recreation facility that is flexible to accommodate artistic and creative pursuits in addition to compatible health, social, and community services to



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increase opportunities for integration of services and support diversity and inclusiveness;

- (3) Grouping of Facilities: facilities are twinned or grouped together to support economies of scale and expanded user opportunities (i.e. tournaments);
- (4) Range of Opportunities: facility provides a range of opportunities across the County and create synergies in skill and interest development (i.e. ball diamonds that accommodate different sports and all ages);
- (5) Flexible Design of Facility: facility is flexible in design with opportunities to accommodate as wide a range of use as possible, and may be converted to other uses in the future.



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Policy Number:	C-317
Policy Owner:	Recreation, Parks & Community Support
Adopted By:	Council
Adoption Date:	2012 April 24
Effective Date:	2012 April 24
Date Last Amended:	2019 November 26 (TBD)
Date Last Reviewed:	2019 November 05 (TBD)

Purpose

- 1 This policy ~~provides eligibility criteria and evaluation guidelines for~~ establishes the Community Recreation Funding ~~Grant p~~Program ~~(the Grant Program) at Rocky View County (the County) by~~ outlining funding sources, eligibility criteria, application requirements, and evaluation guidelines.



Policy Statement

- 2 ~~The County Council~~ values the volunteers and ~~the~~ resources that non-profit recreation organizations provide for County residents.
- 3 ~~The County Council~~ provides limited operational and capital assistance to non-profit organizations whose facilities, programs, or services benefit County residents.
- 4 The County encourages and supports partnership opportunities that enhance quality of life for County residents through ~~cultural, recreation, sport, and leisure experiences, and community development opportunities.~~



Policy

~~Funding~~ Sources of Grant Program Funding

~~Fund Allocation~~

- 5 The sources of Grant Program funding are:



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- (1) the County's recreation tax levy;
- (2) the County's municipal reserve (MR) cash-in-lieu funds;
- (3) proceeds from the sale of MR lands; and
- (4) voluntary recreation contributions.

Recreation Tax Levy

- 56 Funding from the County's recreation tax levy is allocated to funding the Grant Program. Council allocates~~approves~~ community recreation funding~~this allocation in its annual operational budget.~~
- 6 ~~Any unused operational funds must be transferred to the public reserve annually with regional funds transferred to individual public reserve accounts.~~
- 97 The Recreation Governance Committee (the RGC) annually allocates a portion of the funding from the annual operational budget to each designated regional facility. Funding is available to non-profit recreation community organizations through the Grant Program.
- 68 At the end of the calendar year, Any unused ~~operational~~ recreation tax levy fundings ~~left in the annual operational budget~~ must be transferred to individual~~the~~ public reserve~~accounts.~~
- 89 Non-profit recreation organizations and the County may access recreation tax levy funds held in the P~~public reserve funds are available~~ for future recreation capital projects, life cycle enhancement, or debt~~service costs for debts incurred to fund a recreation capital project or life cycle enhancement.~~

Cash in Lieu FundsMunicipal Reserve Cash-in-Lieu Funds and Proceeds of Sale of Municipal Reserve Land

- 1110 The County's portion of the~~Proceeds obtained through~~ cash-in-lieu or public reserve funds received, including~~and the proceeds from the disposal (sale, lease, or other disposition) of reserve lands, is apportioned as follows:~~
- (1) ~~50% to the divisional general reserve; and~~
 - (2) 50% to the regional general reserve~~allocated in accordance with the Municipal Government Act.~~



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Voluntary Recreation Contributions

1211 All voluntary recreation contribution funds ~~received~~ are apportioned to the electoral division in which the subdivision ~~was~~is located.

1312 Voluntary recreation contribution funds are available only for new recreation capital projects, or expansion of recreation capital projects as directed and approved by ~~Recreation Governance Committee~~the RGC.

Use of Interest

13 Interest earned is allocated by Council as follows:

7(1) ~~Council may designate the interest earned on recreation funds in the municipal public reserve funds and funds allocated to the public reserve to the~~ are apportioned for maintenance and operation of municipal reserve parcels and public parks, of which the County holds an interest; and

(2) cash-in-lieu funds are apportioned in accordance with the uses identified in the Municipal Government Act.

~~Applicant~~Grant Eligibility

14 To be considered for ~~community recreation funding~~a grant under the Grant Program, ~~community~~ organizations must:

- (1) be registered or incorporated non-profit organizations under the *Agricultural Societies Act*, the *Alberta Societies Act*, or Part 9 of the *Companies Act*;
- (2) complete a grant application ~~form~~ provided by the County; and
- (3) if ~~recreation funds~~any grants were previously granted by the County, provide the project completion ~~financial~~ report, if not already provided.

15 All grant applications must include:

- (1) current financial statements, audited if available;
- (2) three quotes for each project component for which funding is being requested, where possible;



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- (3) how ~~recognition of~~ the County's ~~funding contribution shall will~~ be recognized and promoted; and
- (4) the number of County and non-County residents served by the facility or program.

Non-~~e~~ligible Organizations, ~~Initiatives~~, and Expenditures

16 The following organizations, ~~initiatives~~, and expenditures are ineligible for capital and operational funding under this policy:

- (1) facilities on private property without a public interest to the land;
- (2) facilities that do not allow reasonable access to the public;
- ~~(3) — programs that already receive funding from family and community support services or social services;~~
- ~~(4)~~(3) libraries and museums;
- ~~(5)~~(4) religious societies registered under the *Religious Societies' Land Act*;
- ~~(6)~~(5) ~~societies or associations~~organizations that are not open to the public;
- ~~(7)~~(6) school boards and school activities or teams;
- ~~(8)~~(7) retroactive expenses, unless in the case of emergency funding requests;
- ~~(9)~~(8) ~~reimbursement of~~ employee salary and hourly wages;
- ~~(10)~~(9) honoraria;
- ~~(10)~~ promotional materials;
- ~~(11)~~ Goods and Services Tax (GST); and
- ~~11~~(12) fundraising activities.

17 The following ~~initiatives and~~ expenditures are ineligible for capital funding under this policy:

- (5) costs to operate the ~~community~~ organization, including but not limited to salaries, wages, and day-to-day administration; and



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- (6) items that are consumable or have a life span of less than five years, including but not limited to food, kitchen items, sports equipment, entertainment units, computers and other hardware, tools, and maintenance supplies.

Discretionary ~~Organizations~~ Eligibility

- 18 The following organizations may receive a ~~community recreation funding~~ grant subject to ~~the Recreation Governance Committee~~ RGC's discretion:

(1) organizations with programs that already receive funding from Family and Community Support Services or social services;

~~(1)(2)~~ non-profits organizations registered in another province, ~~but are~~ providing a service to County residents; and

~~(2)(3)~~ service clubs.

Facility Regional and Community Funding

- 19 ~~Recreation facilities and programs are categorized as divisional or regional. Funding availability depends on the facility or program category, and County residents served. Council designates Grant Program funding as community or regional in its annual budget.~~

- 20 The ~~Recreation Governance Committee~~ RGC determines if a recreation facility or program is regional or community. The ~~Recreation Governance Committee~~ RGC may alter the status of a facility or program as it deems necessary ~~to meet the needs of the County.~~

Regional Facilities

- 21 Regional facilities may only access ~~identified~~ regional operational or capital funds as defined by their annual allocations.

~~1022~~ Existing intermunicipal recreation cost sharing agreements take precedence over this policy.

~~2223~~ Upon the Recreation Governance Committee's approval for emergency funding, A regional facilitiesy may access the regional general funds from the public reserve designated for regional facilities if:

(1) the RGC approves emergency funding for the regional facility; and



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- (2) ~~once they regional facility have~~has depleted funds from their individual recreation facility capital reserve accounts.

~~Divisional~~Community Facilities

~~2324~~ ~~Divisional~~Community facilities may only access ~~identified divisional community~~ operating ~~ingonal~~and/or capital funds.

Application Approval Process

~~2425~~ The ~~Recreation Governance Committee~~RGC reviews and approves funding requests in the spring and fall of each year.

~~2526~~ ~~Only~~Organizations may submit one operating and one capital grant funding application per ~~community~~ organization ~~may be submitted~~ per fiscal year. ~~Facilities and o~~Organizations must apply annually, in the spring or fall, to be eligible.

~~2627~~ The RGC ~~considers~~ ~~E~~emergency funding requests ~~are considered~~ year-round during their regularly-scheduled meetings.

~~2728~~ Due to the volume of applications received and the limited amount of funds available, not all eligible projects may receive ~~any~~ grant funding.

~~2829~~ Grant extensions or minor changes in the project's scope may be granted at the discretion of the Chief Administrative Officer ~~(CAO)~~.

Evaluation Criteria

~~2930~~ ~~Grant A~~pplications are ranked using the criteria in Schedule A of this policy. Each criteria ~~a~~on carries the same weight. Not all evaluation criteria ~~applies~~y to each application. Funding approvals are based, in part, on how each project ranks.

~~30~~ ~~Notwithstanding this policy, the Recreation Governance Committee retains the right to approve funding for applications that do not meet some or all of the requirements set out in this policy.~~

~~31~~ An organization's demonstrated financial need is taken into consideration during the evaluation process.

~~32~~ Grant funding decisions made by the RCG are final and appeals are not considered.

Cost Sharing Formulae



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~~3133~~ Unless otherwise noted in this policy, for ~~facilities~~organizations located in the County:

- (1) the cost sharing formula for capital and emergency funding is:
 - (a) up to a 50% contribution from the County; and
 - (b) a minimum of 50% funding being provided from the facility.
- (2) Operational funding is non-matching.

~~3234~~ Unless otherwise noted in this policy, for ~~facilities~~organizations located in neighbouring municipalities:

- (1) the cost sharing formula for capital and emergency funding is:
 - (a) up to a 25% contribution from the County;
 - (b) up to 25% from the neighbouring municipality where the ~~facilities~~organizations resides; and
 - (c) a minimum of 50% funding being provided from the ~~facilities~~organizations.
- (2) Operational funding requires matching with the neighbouring municipality providing a minimum 50% matching contribution.

~~3335~~ The County ~~shall permit~~s ~~facilities and~~ organizations to apply volunteer hours to their funding contribution portion up to a maximum of 50% of their matching contribution on the capital project where funding is being requested.

~~3436~~ ~~Community Recreation Grants Program~~ funding cannot be used to match funds from other County cost-sharing grant programs.

Grant Recipient Requirements

~~3537~~ ~~Successful applicants~~Grant recipients must provide ~~the~~a project completion report on how the grant funds were used. The project completion report must be provided to the County no later than three months after ~~completion of~~completing the project. Future funding requests are not considered ~~if the financial report is not provided, future funding requests are not considered.~~



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3638 Grant recipients must recognize the County as a source of funding. Recognition may be in the form of signage, or another source of recognition, at the discretion of the ~~CAO~~Chief Administrative Officer.

Conflict of Interest

3739 At the discretion of the CAO, Should if the County determines that an non-profit organization's board or any of its directors, officers, or employees have a conflict of interest, and it is not corrected to the satisfaction of the County, ~~then~~ the County may withhold or withdraw approved funding without notice.



References

Legal Authorities

- *Agricultural Societies Act*, RSA 2000, c A-11
- *Companies Act*, RSA 2000, c C-21
- *Municipal Government Act*, RSA 2000, c M-26
- *Societies Act*, RSA 2000, c S-14

Related Plans, Bylaws, Policies, etc.

- Rocky View County *Master Rates Bylaw*, C-7857-2019
- Rocky View County Municipal Development Plan (County Plan)
- Rocky View County Parks & Open Space Master Plan

Related Procedures

- N/A

Other

- Community Needs Survey 2010



Policy History

Amendment Date(s) – Amendment Description

- 2019 November 26 – Council amended to improve clarity, align with new County standards and processes

Review Date(s) – Review Outcome Description

- 2019 November 19 – Minor amendments recommended to clarify policy and align with new policy template and procedures



Definitions



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3840 In this policy:

- (1) "access" means that all County residents shall receive equity through accessible, available, and affordable services, programs, and facilities;
- ~~(2)~~ ~~"applicant" means an organization applying for a grant pursuant to this policy;~~
- ~~(3)~~(2) "business plan" means a strategic plan that places financial planning and financial performance at its core, charting the future course of an institution through a realistic projection of operations, and capital and marketing projections;
- ~~(4)~~ ~~"CAO" means Chief Administrative Officer;~~
- ~~(5)~~(3) "capital" means funding for an expenditure creating future benefits, a fixed asset, or a tangible item (bricks and mortar);
- ~~(6)~~(4) "cash-in-lieu" means money ~~acquired~~taken instead of land for municipal reserves, school reserve, or municipal and school reserve at the time of subdivision, pursuant to the Municipal Government Act;
- ~~(7)~~(5) "Chief Administrative Officer" means the Chief Administrative Officer of Rocky View County as defined in the *Municipal Government Act* or their authorized delegate;
- ~~(8)~~(6) "community ~~impact~~" means ~~as of or relating to an organization that operates and maintains a community facility, or the maximum return on provision of community recreation investment yielded by funding partnerships and sustained results for County residents programs;~~
- (7) "community facility" means a facility with two or fewer components that provides services according to community service boundaries, provides managed access, and the prime activity for which involves a paid or programmed recreational use. Facility services may be provided through an alternative municipal service provider with public access negotiated through an intermunicipal recreation cost sharing agreement;
- ~~(10)~~(8) "component" means a portion of a facility used for a specific function or activity; i.e. gymnasium, fitness centre;
- ~~(9)~~ ~~"community organizations" means non-profit groups or organizations that exist to serve the public benefit, are typically governed by a voluntary board of directors, and typically depend on volunteers to carry out essential parts of the groups' or organizations' work, though paid staff may fill certain positions;~~



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~~(11)~~(9) "conflict of interest" means a situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest, their professional interest, or the public interest;

~~(13)~~(10) "Council" means the duly elected Council of Rocky View County;

~~(14)~~(11) "County" means Rocky View County;

~~(12)~~ "cost sharing grants" means funds approved by the County and may be proportioned up to a maximum of 50% of the total project cost to be contributed by the County;

~~(15)~~(12) "cultural" means a shared community identity as expressed by beliefs, values, traditions, and aspirations found in local events, arts, and heritage;

~~(18)~~(13) "emergency funding" means resourcing provided for repairs to a facility that could not remain open nor operate safely if the repairs are not completed;

~~(19)~~(14) "facility" means a location designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities;

(15) "grant" means the Community Recreation Funding Grant;

~~(21)~~(16) "intermunicipal recreation cost sharing agreement" means an agreement between the County and the identified municipality that outlines detailed information on the planning, development, funding, maintenance, and operation commitment of recreational and cultural amenities by both the County and the identified municipality;

~~(16)~~ "development" means a change in use of land or in the footprint of the land;

~~(23)~~(17) "life cycle plan" means the documentation and inventory of the facility's assets, which includes a repair or replacement schedule and the costs associated with the scheduled repair or replacement;

~~(17)~~ "divisional facility" means a facility with two or fewer components that provides services according to defined divisional service boundaries, provides managed access, and the prime activity for which involves a paid or programmed recreational use. Facility services may be provided through an alternative municipal service provider with public access negotiated through an intermunicipal recreation cost sharing agreement;

~~(23)~~(18) "Master Rates Bylaw" means the Rocky View County bylaw known as the *Master Rates Bylaw*, as amended or replaced from time to time; a Council-approved regulation that includes a consolidation of rates charged to the public for various municipal services;

(19) "MR" means municipal reserve;



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- (20) "municipal reserve" means land designated as a municipal reserve pursuant to the *Municipal Government Act*;
- (20) ~~"incorporating documents" means the legal instruments by which an applicant is incorporated or created; includes an application for incorporation, articles of incorporation, memorandum of association, articles of association, and bylaws;~~
- (25)(21) "non-profit" means an organization incorporated under the *Societies Act of Alberta*, the *Agricultural Societies Act*, or Part 9 of the *Companies Act* whose objectives reflect their interest in serving the recreation needs of the public without realizing a profit to its members;
- (26)(22) "operational" means the routine functioning and activities of a program, service, or facility such as but not limited to operational costs, utilities, and insurance;
- (21) "organizations" means non-profit groups that exist to serve the public benefit, are typically governed by a voluntary board of directors, and typically depend on volunteers to carry out essential parts of the groups' or organizations' work, though paid staff may fill certain positions;
- (27)(24) "partnership" means two or more organizations working together towards a joint interest where there is: a definition of authority and responsibility among partners; joint contribution of input costs (e.g. time, funding, expertise, information); sharing of risk among partners; and mutual or complementary benefits;
- (24) ~~"municipality" means any civic entity other than Rocky View County;~~
- (28)(25) "programs" means formal, planned, instructor led opportunities for individuals to develop skill or understanding in a specific content area; whether through registering for, or dropping into, a scheduled activity. It does not refer to participant-led unstructured activities that are accessed at public open spaces or through admission into a facility, nor the rental of parks, playgrounds or facilities by individuals or groups;
- (21) "project completion report" means a County-supplied financial report template outlining the use of grant funds and how residents benefited from their expenditure;
- (29)(27) "public use facilities" means any property or facility that has been designated through an agreement with the County as being available for use by individuals, groups, or other organizations that are not directly associated with the County;



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~~(30)~~(28) "recreation" means an experience that results from freely chosen participation in physical, intellectual, creative, and cultural pursuits that enhance individual and community wellbeing;

~~(31)~~(29) "Recreation Governance Committee" is a Council committee that acts as an approving body regarding matters pertaining to Recreation and Cultural services in the County, including grant applications, funding allocation, studies, and master plans;

~~(32)~~(30) "recreation tax levy" means the application of annual tax to residential properties to support recreation and culture;

~~(31)~~ "regional" means of or relating to an organization that operates and maintains a regional facility; may include the provision of regional recreation programs;

~~(33)~~(32) "regional facility" means a community hub providing a range of recreational opportunities through an integrated grouping of diverse and flexible use facilities; users from more than one community make use of these resources.

~~(34)~~(33) "reserve lands" means any lands that have been provided by a registered owner as municipal reserve (MR) or municipal and school reserve (MSR) (in each case, such terms shall not include lands held as environmental reserve) under the provisions of the *Municipal Government Act*;

~~(30)~~ "retroactive expenses" means expenditures incurred prior to approval of a grant by the Recreation Government Committee;

~~(30)~~ "RGC" means the Recreation Governance Committee;

~~(35)~~(36) "Rocky View County" means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires;

~~(30)~~ "service club" means a voluntary non-profit organization where members perform charitable works either by direct hands-on efforts or by raising money for other organizations;

~~(36)~~(38) "stewardship" means the caretaking of public resources, and is a responsibility inherent in all County funding partnership arrangements, as such all arrangements shall result in the delivery of high-quality and sustainable services, programs and facilities for the community;



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- ~~(37)~~(39) “sustainability” means the relationship between financial sustainability and organizational self-sufficiency in resourcing required for maintaining general operations independent of public funds;
- ~~(38)~~(40) “voluntary recreation contribution” means a voluntary monetary donation by owners or developers, as per the *Master Rates Bylaw*, applied to each new unit for residential or non-residential development; and
- (41) “volunteer” means anyone who offers time, energy, and skills of his or her own free will for the mutual benefit of the volunteer and the organization. Volunteers work without financial compensation, or the expectation of financial compensation beyond an agreed-upon reimbursement for expenses; and
- (41) “volunteer hours” means volunteer time contributed towards capital project grants. Hours are valued as defined in the Master Rates Bylaw at Alberta minimum wage, must be preapproved through the granting program, and reported in the project completion report.



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Schedule A: Evaluation Criteria

Funding applications are evaluated using the criteria below.

- 1 The application's alignment with County policies and plans, including but not limited to:
 - (1) this policy;
 - (2) Rocky View Council Strategic Plan;
 - (3) Parks and Open Space Master Plan;
 - (4) Active Transportation Plan: South County;
 - (4)(5) County Plan; and
 - (5)(6) registered non-profit organization under the *Societies Act of Alberta*, the *Agricultural Societies Act*, or Part 9 of the *Companies Act*; ~~and~~

Community Benefits

- 2 Community benefits criteria are as follows:
 - (1) creates a new or enhanced recreational or cultural amenity;
 - (2) enhances accessibility;
 - (3) contributes to community physical attributes;
 - (4) expands or creates more volunteer opportunities;
 - (5) contributes to safer communities;
 - (6) promotes diversity or inclusion for County residents;
 - (7) provides public use facilities;
 - (8) sound stewardship of public resources; or
 - (9) number of County residents benefitting from the initiative.



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Capital Project Viability

- 3 Project viability criteria includes:
- (1) proof of a matching funds raised or committed;
 - (2) other funding opportunities have been sourced; and
 - (3) project is part of facility's capital priority plan or life cycle plan.

Capital Expansion: Planning and Financial Sustainability

- 4 Capital expansion: planning & financial sustainability criteria includes:
- (1) a completed five year life cycle plan;
 - (2) a completed, current, business plan;
 - (3) a completed, detailed feasibility study;
 - (4) a completed master site development plan;
 - (5) the required public engagement sessions have been completed; and
 - (6) other requested studies related to the project have been completed.
- 5 Capital expansion criteria applies to new developments.

Regional Facility Design Principles

- 6 Regional facility design principles criteria includes:
- (1) Community ~~H~~hub: a multipurpose facility of a scope large enough to provide a range of opportunities and services, yet small enough to provide a community focal point where people meet, congregate, feel comfortable, and sense they belong;
 - (2) Integrated ~~F~~facility: recreation facility that is flexible to accommodate artistic and creative pursuits in addition to compatible health, social, and community services to increase opportunities for integration of services and support diversity and inclusiveness;



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- (3) Grouping of ~~F~~facilities: facilities are twinned or grouped together to support economies of scale and expanded user opportunities (i.e. tournaments);
- (4) Range of ~~O~~opportunities: facility provides a range of opportunities across the County and create synergies in skill and interest development (i.e. ball diamonds that accommodate different sports and all ages); and
- (5) Flexible ~~D~~esign of ~~F~~facility: facility is flexible in design with opportunities to accommodate as wide a range of use as possible, and may be converted to other uses in the future.



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Policy Number:	C-317
Policy Owner:	Recreation, Parks & Community Support
Adopted By:	Council
Adoption Date:	2012 April 24
Effective Date:	2012 April 24
Date Last Amended:	2019 November 26
Date Last Reviewed:	2019 November 05

Purpose

- 1 This policy provides eligibility criteria and evaluation guidelines for the Community Recreation Funding program at Rocky View County (the County).



Policy Statement

- 2 The County values volunteers and the resources that non-profit recreation organizations provide for County residents.
- 3 The County provides limited operational and capital assistance to non-profit organizations whose facilities, programs, or services benefit County residents.
- 4 The County encourages and supports partnership opportunities that enhance quality of life through cultural, recreation, sport, and leisure experiences, and community development opportunities.



Policy

Funding

Fund Allocation

- 5 Council allocates community recreation funding in its annual operational budget.
- 6 Any unused operational funds must be transferred to the public reserve annually with regional funds transferred to individual public reserve accounts.



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- 7 Council may designate the interest earned on the municipal reserve funds and funds allocated to the public reserve to the maintenance of municipal reserve parcels and public parks.
- 8 Public reserve funds are available for future capital projects, life cycle enhancement, or debt service costs for debts incurred to fund a capital project or life cycle enhancement.
- 9 The Recreation Governance Committee allocates funding to each designated regional facility annually.
- 10 Existing intermunicipal recreation cost sharing agreements take precedence over this policy.

Cash-in-Lieu Funds

- 11 The County's portion of the cash-in-lieu or public reserve funds received, including the proceeds from the sale of reserve lands, is apportioned as follows:
 - (1) 50% to the divisional general reserve; and
 - (2) 50% to the regional general reserve.

Voluntary Recreation Contributions

- 12 All voluntary recreation contribution funds received are apportioned to the electoral division in which the subdivision was located.
- 13 Voluntary recreation contribution funds are available only for new recreation capital projects, or expansion of capital projects as directed and approved by Recreation Governance Committee.

Applicant Eligibility

- 14 To be considered for community recreation funding, community organizations must:
 - (1) be registered or incorporated non-profit organizations under the *Agricultural Societies Act*, the *Alberta Societies Act*, or Part 9 of the *Companies Act*;
 - (2) complete a grant application form provided by the County; and
 - (3) if recreational funds were previously granted by the County, provide the project completion financial report, if not already provided.
- 15 All grant applications must include:
 - (1) current financial statements, audited if available;



- (2) three quotes for each project component for which funding is being requested, where possible;
- (3) how recognition of the County's funding shall be promoted; and
- (4) the number of County and non-County residents served by the facility or program.

Non-eligible Organizations, Initiatives, and Expenditures

- 16 The following organizations, initiatives, and expenditures are ineligible for capital and operational funding under this policy:

- (1) facilities on private property without a public interest to the land;
- (2) facilities that do not allow reasonable access to the public;
- (3) programs that already receive funding from family and community support services or social services;
- (4) libraries and museums;
- (5) religious societies registered under the *Religious Societies' Land Act*;
- (6) societies or associations that are not open to the general public;
- (7) school boards and school activities or teams;
- (8) retroactive expenses, unless in the case of emergency funding requests;
- (9) reimbursement of employee salary and hourly wages;
- (10) honoraria; and
- (11) fundraising activities.

- 17 The following initiatives and expenditures are ineligible for capital funding under this policy:

- (1) costs to operate the community organization, including but not limited to salaries, wages, and day-to-day administration; and



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- (2) items that are consumable or have a life span of less than five years, including but not limited to food, kitchen items, sports equipment, entertainment units, computers and other hardware, tools, and maintenance supplies.

Discretionary Organizations

- 18 The following organizations may receive a community recreation funding grant subject to the Recreation Governance Committee's discretion:

- (1) non-profits registered in another province, but are providing a service to County residents; and
- (2) service clubs.

Facility Funding

- 19 Recreation facilities and programs are categorized as divisional or regional. Funding availability depends on the facility or program category, and County residents served.
- 20 The Recreation Governance Committee determines if a facility is regional or divisional. The Recreation Governance Committee may alter the status of a facility as it deems necessary to meet the needs of the County.

Regional Facilities

- 21 Regional facilities may only access identified regional operational or capital funds as defined by their annual allocations.
- 22 Upon the Recreation Governance Committee's approval for emergency funding, regional facilities may access the regional general fund once they have depleted funds from their individual recreation facility capital reserve accounts.

Divisional Facilities

- 23 Divisional facilities may only access identified divisional operating and capital funds.

Application Approval Process

- 24 The Recreation Governance Committee reviews and approves funding requests in the spring and fall of each year.



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- 25 Only one operating and one capital funding application per community organization may be submitted per fiscal year. Facilities and organizations must apply annually, in the spring or fall, to be eligible.
- 26 Emergency funding requests are considered year-round.
- 27 Due to the volume of applications received and the limited amount of funds available, not all eligible projects may receive any funding.
- 28 Grant extensions or minor changes in project scope may be granted at the discretion of the Chief Administrative Officer (CAO).

Evaluation Criteria

- 29 Applications are ranked using the criteria in Schedule A of this policy. Each criteria carries the same weight. Not all evaluation criteria applies to each application. Funding approvals are based, in part, on how each project ranks.
- 30 Notwithstanding this policy, the Recreation Governance Committee retains the right to approve funding for applications that do not meet some or all of the requirements set out in this policy.

Cost Sharing Formulae

- 31 Unless otherwise noted in this policy, for facilities located in the County:
 - (1) the cost sharing formula for capital and emergency funding is:
 - (a) up to a 50% contribution from the County; and
 - (b) a minimum of 50% funding being provided from the facility.
 - (2) Operational funding is non-matching.
- 32 Unless otherwise noted in this policy, for facilities located in neighbouring municipalities:
 - (1) the cost sharing formula for capital and emergency funding is:
 - (a) up to a 25% contribution from the County;
 - (b) up to 25% from the neighbouring municipality where the facility resides; and
 - (c) a minimum of 50% funding being provided from the facility.



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- (2) Operational funding requires matching, with the neighbouring municipality providing a minimum 50% matching contribution.
- 33 The County shall permit facilities and organizations to apply volunteer hours to their funding contribution portion up to a maximum of 50% of their matching contribution on the capital project where funding is being requested.
- 34 Community Recreation Grants Program funding cannot be used to match funds from other County cost-sharing grant programs.

Grant Recipient Requirements

- 35 Successful applicants must provide the project completion report on how the grant funds were used no later than three months after completion of the project. If the financial report is not provided, future funding requests are not considered.
- 36 Grant recipients must recognize the County as a source of funding. Recognition may be in the form of signage, or another source of recognition, at the discretion of the CAO.

Conflict of Interest

- 37 Should the County determine that a non-profit's board or any of its directors, officers, or employees have a conflict of interest, and it is not corrected to the satisfaction of the County, then the County may withhold or withdraw approved funding without notice.



References

Legal Authorities

- *Agricultural Societies Act*, RSA 2000, c A-11
- *Companies Act*, RSA 2000, c C-21
- *Municipal Government Act*, RSA 2000, c M-26
- *Societies Act*, RSA 2000, c S-14

Related Plans, Bylaws, Policies, etc.

- Rocky View County's Municipal Development Plan (County Plan)
- Rocky View County's Parks & Open Space Master Plan

Related Procedures

- N/A

Other

- Community Needs Survey 2010





Policy History

Amendment Date(s) – Amendment Description

Review Date(s) – Review Outcome Description

- 2019 November 26 – Council amended to improve clarity, align with new County standards and processes
- 2019 November 26 – Minor amendments recommended to clarify policy and align with new policy template and procedures



Definitions

38 In this policy:

- (1) “access” means that all County residents shall receive equity through accessible, available, and affordable services, programs, and facilities;
- (2) “applicant” means an organization applying for a grant pursuant to this policy;
- (3) “business plan” means a strategic plan that places financial planning and financial performance at its core, charting the future course of an institution through a realistic projection of operations, and capital and marketing projections;
- (4) “CAO” means Chief Administrative Officer;
- (5) “capital” means funding for an expenditure creating future benefits, a fixed asset, or a tangible item (bricks and mortar);
- (6) “cash-in-lieu” means money acquired instead of land for municipal reserves;
- (7) “Chief Administrative Officer” means the Chief Administrative Officer of Rocky View County as defined in the *Municipal Government Act* or their authorized delegate;
- (8) “community impact” means the maximum return on recreation investment yielded by funding partnerships and sustained results for County residents;
- (9) “community organizations” means non-profit groups or organizations that exist to serve the public benefit, are typically governed by a voluntary board of directors, and typically depend on volunteers to carry out essential parts of the groups’ or organizations’ work, though paid staff may fill certain positions;
- (10) “component” means a portion of a facility used for a specific function or activity; i.e. gymnasium, fitness centre;



- (11) “conflict of interest” means a situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person’s self-interest, their professional interest, or the public interest;
- (12) “cost sharing grants” means funds approved by the County and may be proportioned up to a maximum of 50% of the total project cost to be contributed by the County;
- (13) “Council” means the duly elected Council of Rocky View County;
- (14) “County” means Rocky View County;
- (15) “cultural” means a shared community identity as expressed by beliefs, values, traditions, and aspirations found in local events, arts, and heritage;
- (16) “development” means a change in use of land or in the footprint of the land;
- (17) “divisional facility” means a facility with two or fewer components that provides services according to defined divisional service boundaries, provides managed access, and the prime activity for which involves a paid or programmed recreational use. Facility services may be provided through an alternative municipal service provider with public access negotiated through an intermunicipal recreation cost sharing agreement;
- (18) “emergency funding” means resourcing provided for repairs to a facility that could not remain open nor operate safely if the repairs are not completed;
- (19) “facility” means a location designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities;
- (20) “incorporating documents” means the legal instruments by which an applicant is incorporated or created; includes an application for incorporation, articles of incorporation, memorandum of association, articles of association, and bylaws;
- (21) “intermunicipal recreation cost sharing agreement” means an agreement between the County and the identified municipality that outlines detailed information on the planning, development, funding, maintenance, and operation commitment of recreational and cultural amenities by both the County and the identified municipality;
- (22) “life cycle plan” means the documentation and inventory of the facility’s assets, which includes a repair or replacement schedule and the costs associated with the scheduled repair or replacement;



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- (23) “*Master Rates Bylaw*” means the Rocky View County bylaw known as the *Master Rates Bylaw*, as amended or replaced from time to time; a Council-approved regulation that includes a consolidation of rates charged to the public for various municipal services;
- (24) “municipality” means any civic entity other than Rocky View County;
- (25) “non-profit” means an organization incorporated under the *Societies Act of Alberta*, the *Agricultural Societies Act*, or Part 9 of the *Companies Act* whose objectives reflect their interest in serving the recreation needs of the public without realizing a profit to its members;
- (26) “operational” means the routine functioning and activities of a program, service, or facility such as but not limited to operational costs, utilities, and insurance;
- (27) “partnership” means two or more organizations working together towards a joint interest where there is: a definition of authority and responsibility among partners; joint contribution of input costs (e.g. time, funding, expertise, information); sharing of risk among partners; and mutual or complementary benefits;
- (28) “programs” means formal, planned, instructor led opportunities for individuals to develop skill or understanding in a specific content area; whether through registering for, or dropping into, a scheduled activity. It does not refer to participant-led unstructured activities that are accessed at public open spaces or through admission into a facility, nor the rental of parks, playgrounds or facilities by individuals or groups;
- (29) “public use facilities” means any property or facility that has been designated through an agreement with the County as being available for use by individuals, groups, or other organizations that are not directly associated with the County;
- (30) “recreation” means an experience that results from freely chosen participation in physical, intellectual, creative, and cultural pursuits that enhance individual and community wellbeing;
- (31) “Recreation Governance Committee” is a Council committee that acts as an approving body regarding matters pertaining to Recreation and Cultural services in the County, including grant applications, funding allocation, studies, and master plans;
- (32) “recreation tax levy” means the application of annual tax to residential properties to support recreation and culture;
- (33) “regional facility” means a community hub providing a range of recreational opportunities through an integrated grouping of diverse and flexible use facilities; users from more than one community make use of these resources.



- (34) “reserve lands” means any lands that have been provided by a registered owner as municipal reserve (MR) or municipal and school reserve (MSR) (in each case, such terms shall not include lands held as environmental reserve) under the provisions of the *Municipal Government Act*;
- (35) “Rocky View County” means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires;
- (36) “stewardship” means the caretaking of public resources, and is a responsibility inherent in all County funding partnership arrangements, as such all arrangements shall result in the delivery of high-quality and sustainable services, programs and facilities for the community;
- (37) “sustainability” means the relationship between financial sustainability and organizational self-sufficiency in resourcing required for maintaining general operations independent of public funds;
- (38) “voluntary recreation contribution” means a voluntary monetary donation by owners or developers, as per the *Master Rates Bylaw*, applied to each new unit for residential or non-residential development; and
- (39) “volunteer” means anyone who offers time, energy, and skills of his or her own free will for the mutual benefit of the volunteer and the organization. Volunteers work without financial compensation, or the expectation of financial compensation beyond an agreed-upon reimbursement for expenses.



Schedule A: Evaluation Criteria

Funding applications are evaluated using the criteria below.

- 1 The application's alignment with County policies and plans, including but not limited to:
 - (1) this policy;
 - (2) Rocky View Council Strategic Plan;
 - (3) Parks and Open Space Master Plan;
 - (4) County Plan; and
 - (5) registered non-profit organization under the *Societies Act of Alberta*, the *Agricultural Societies Act*, or Part 9 of the *Companies Act*; and

Community Benefits

- 2 Community benefits criteria are as follows:
 - (1) creates a new or enhanced recreational or cultural amenity;
 - (2) enhances accessibility;
 - (3) contributes to community physical attributes;
 - (4) expands or creates more volunteer opportunities;
 - (5) contributes to safer communities;
 - (6) promotes diversity or inclusion for County residents;
 - (7) provides public use facilities;
 - (8) sound stewardship of public resources; or
 - (9) number of County residents benefitting from the initiative.



Capital Project Viability

- 3 Project viability criteria includes:
- (1) proof of a matching funds raised or committed;
 - (2) other funding opportunities have been sourced; and
 - (3) project is part of facility's capital priority plan or life cycle plan.

Capital Expansion: Planning and Financial Sustainability

- 4 Capital expansion: planning & financial sustainability criteria includes:
- (1) a completed five year life cycle plan;
 - (2) a completed, current, business plan;
 - (3) a completed, detailed feasibility study;
 - (4) a completed master site development plan;
 - (5) the required public engagement sessions have been completed; and
 - (6) other requested studies related to the project have been completed.
- 5 Capital expansion criteria applies to new developments.

Regional Facility Design Principles

- 6 Regional facility design principles criteria includes:
- (1) Community Hub: a multipurpose facility of a scope large enough to provide a range of opportunities and services, yet small enough to provide a community focal point where people meet, congregate, feel comfortable, and sense they belong;
 - (2) Integrated Facility: recreation facility that is flexible to accommodate artistic and creative pursuits in addition to compatible health, social, and community services to increase opportunities for integration of services and support diversity and inclusiveness;



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- (3) Grouping of Facilities: facilities are twinned or grouped together to support economies of scale and expanded user opportunities (i.e. tournaments);
 - (4) Range of Opportunities: facility provides a range of opportunities across the County and create synergies in skill and interest development (i.e. ball diamonds that accommodate different sports and all ages); and
 - (5) Flexible Design of Facility: facility is flexible in design with opportunities to accommodate as wide a range of use as possible, and may be converted to other uses in the future.



RECREATION, PARKS & COMMUNITY SUPPORT

TO: Council
DATE: February 25, 2020 **DIVISION:** 4
FILE: N/A
SUBJECT: Langdon Recreation Grant Program Policy, C-328

POLICY DIRECTION:

Council regularly develops and reviews its policies, such as Langdon Recreation Grant Program Policy, C-328, to ensure Council's objectives are represented and the needs of the County are addressed, in accordance with Council's responsibilities in the *Municipal Government Act*.

EXECUTIVE SUMMARY:

The Langdon Recreation Grant Program Policy, C-328, has recently undergone a review under the County's policy review project. During the review process, it was identified that the policy required amendments for clarity, and to reflect new policy standards.

The major amendments to Policy C-328 include the following:

- the RGC has been delegated the approving authority of the grant program;
- a clearer policy statement has been drafted;
- the County (acting on agent on behalf of the hamlet of Langdon) has been provided access to funding;
- the notwithstanding clause that originally gave Council "the right to approve funding for applications that do not meet some or all of the requirements set out in this policy" has been removed as Council has the inherent ability to approve applications as they see fit; and
- the policy name has been simplified to "Langdon Recreation Grant Program".

Other amendments to the policy include clarity of application requirements and format changes to meet the new policy templates. Overall, the policy will continue to function as originally intended.

At the February 4, 2020, Recreation Governance Committee (RGC) meeting, a resolution was passed that the amended Community Recreation Funding Policy C-328 be recommended to Council for approval as per Attachment 'A'.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

BACKGROUND:

The Langdon Recreation Grant Program Policy, C-328, was adopted by Council on October 14, 2014, to establish an annual funding program to support community initiatives that improve recreational services in the hamlet of Langdon. This program is resourced exclusively through the Langdon Recreation Special Tax Levy. The policy was most recently amended on June 5, 2018.

One major amendment currently proposed is the inclusion of the Recreation Governance Committee as the approving body of the grant program as a delegate of Council. Additional policy statements were included to clarify application requirements, and format changes were also included to meet the new policy template.

Administration Resources

Susan de Caen, Recreation, Parks & Community Support



Attachment 'A' shows the proposed amendments to Policy C-328, which are being made for policy consistency, language clarity, alignment with Council's Strategic Plan, increased clarity of the roles of Council and Administration and to amend definitions as required.

The RGC approved the proposed changes, as per Attachment 'A' at their February 4, 2020 meeting.

The following table outlines the proposed additions to the existing Policy C-328.

Amended Section	Proposed Addition	Rationale
Policy Name	Langdon Recreation Grant Program	Simplification of grant name
Policy Statement		
2 - new	Council values the volunteers and resources that non-profit recreation organizations in Langdon provide for County residents.	Statement ensures that policy aligns with Council's Strategic Plan.
3 - new	The County also encourages and supports partnership opportunities that enhance quality of life through cultural, recreation, sport, and leisure experiences, and community development opportunities.	Statement ensures that policy aligns with Council's Strategic Plan.
4 – new	Through this grant program, the County provides operational and capital assistance to non-profit recreation organizations with facilities, programs, or services in Langdon.	Clarifies the intent of the grant program.
Policy		
7 – new	The Recreation Governance Committee (the RGC) evaluates grant applications and allocates funding to approved, eligible non-profit organizations.	Previously assigned to Council, but amended to delegate the Recreation Governance Committee to be the approving authority.
8 - new	The RGC reviews grant applications against applicable recreation and open space master plans.	Ensures funded applications align with County recreation and open space master plans
9 – new	The RGC's funding decisions are final.	Establishes RGC as final approving authority for grant allocation decisions.
11(1)(b)	To be eligible for a grant under this policy: applicants must be ... the County acting as an agent on behalf of Langdon.	Provides opportunity for County to access funds to improve recreation opportunities in Langdon

14(3) – new	Discretionary Approvals:... non-profit recreation organizations registered in another province that provide a service to County residents.	Provides for opportunities for organizations that may service the Langdon area, but do not have Alberta as their corporate base.
14(5) - new	the County acting as an agent on behalf of Langdon;	Provides opportunity for County to access funds to improve recreation opportunities in Langdon
17(5)	Grant recipients must:... recognize the County as a source of funding. Recognition may be in the form of signage, or another source of recognition, as approved by the Chief Administrative Officer.	Clarifies requirement that grant recipients recognize the County.
18 – new	Grant extensions or minor changes in project scope may be granted at the discretion of the Chief Administrative Officer.	Clarifies role of administration in grant extension and project change approvals.
Eliminated	Council retains the right to approve funding for applications that do not meet some or all of the requirements set out in this policy.	RGC does not have such authority
Eliminated	Awarded funds cannot be used to match other County grants.	
Eliminated	Any development permit costs are included in the community initiative budget.	This statement is more appropriate in an application form rather than in the Council policy.
Eliminated	(2) Administration: (a) Administers the program in accordance with Council policy; (b) Evaluates grant applications and recommends awards to Council; (c) Establishes procedure that aligns with this policy and the overall direction set out by Council; and (d) Evaluates the program annually for effectiveness.	This an Administrative requirement and is more appropriate as a procedure.
Eliminated	Recreation Facilities must provide space to residents for: (a) Rentals; or (b) Regularly scheduled classes, programs and activities that are open to the public.	This is already covered under recreation initiatives, which are encouraged through the grant program.

Definitions		
21(3) – new	“Chief Administrative Officer” means the Chief Administrative Officer of Rocky View County as defined in the <i>Municipal Government Act</i> , or their authorized delegate;	Added for point of clarification.
21(9) – new	“maintenance costs” means the ongoing cost of running or maintaining a recreation facility or program	Added for point of clarification.
21(10) – new	“ <i>Municipal Government Act</i> ” means the Province of Alberta’s Municipal Government Act, RSA 2000, c M-26, as amended or replaced from time to time;	Added for point of clarification.
21(14) – new	“project completion report” means a report a non-profit recreation organization is required to submit to the County that outlines how grant funds were actually spent;	Added for point of clarification.
21(17) – new	“Recreation Governance Committee” is a Council committee that acts as an approving body regarding matters pertaining to recreation and cultural services in the County, including grant applications, funding allocation, studies, and master plans;	Added for point of clarification.
21(20) – new	“retroactive expenses” means expenditures incurred prior to approval of grant by RGC;	Added for point of clarification.
21(21) – new	“RGC” means the Recreation Governance Committee;	Added for point of clarification.
21(22) – new	“Rocky View County” means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires;	Added for point of clarification.
21(25)	“volunteer” means anyone who offers time, energy, and skills of his or her own free will for the mutual benefit of the volunteer and the organization. Volunteers work without financial compensation, or the expectation of financial compensation beyond an agreed-upon reimbursement for expenses.	Added for point of clarification.
Eliminated	“Community Organization” means a voluntary, community-based, Not-For-Profit organization registered (or incorporated) under the Societies Act or the Agricultural Societies Act with a mandate to provide social leisure or Recreational opportunities.	Self-evident
Eliminated	“Hamlet” means the hamlet of Langdon.	Self-evident

**BUDGET IMPLICATIONS:**

There are no budget implications at this time.

OPTIONS:

- Option #1 THAT the amended Community Recreation Funding Policy, C-317, be approved as per Attachment 'A'.
- Option #2 THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

"Theresa Cochran"

"Al Hoggan"

Executive Director
Community Development Services
SdC /

Chief Administrative Officer

ATTACHMENTS:

- Attachment 'A' – Proposed Langdon Recreation Grant Program Policy C-328
Attachment 'B' – Redline Version of Changes to Policy C-328
Attachment 'C' – Existing Langdon Recreation Special Tax Funding Grant Policy C-328



LANGDON RECREATION GRANT PROGRAM

Council Policy

C-328

Policy Number:	C-328
Policy Owner:	Recreation, Parks and Community Support
Adopted By:	Council
Adoption Date:	2014 October 14
Effective Date:	2014 October 14
Date Last Amended:	(TBD)
Date Last Reviewed:	(TBD)

Purpose

- 1 This policy establishes the Langdon Recreation Grant Program, which resources community initiatives that improve recreation services in the hamlet of Langdon in Rocky View County (the County).



Policy Statement

- 2 Council values the volunteers and resources that non-profit recreation organizations in Langdon provide for County residents.
- 3 Council also encourages and supports partnership opportunities that enhance quality of life through cultural, recreation, sport, and leisure experiences, and community development opportunities.
- 4 Through this grant program, the County provides operational and capital assistance to non-profit recreation organizations with facilities, programs, or services in Langdon.



Policy

Funding

- 5 The Langdon recreation special tax levy funds the Langdon Recreation Grant Program.
- 6 Council approves the Langdon special tax levy annually by bylaw.



LANGDON RECREATION GRANT PROGRAM

Council Policy

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- 7 The Recreation Governance Committee (the RGC) evaluates grant applications and allocates funding to approved, eligible non-profit recreation organizations.
- 8 The RGC reviews grant applications against applicable recreation and open space master plans.
- 9 The RGC's funding decisions are final.
- 10 If the number of funding requests exceeds the funds available, eligible initiatives may not receive full funding.

Grant Criteria

- 11 To be eligible for a grant under this policy:
 - (1) applicants must be
 - (a) registered or incorporated non-profit organizations under the *Agricultural Societies Act*, the *Alberta Societies Act*, or Part 9 of the *Companies Act* that either provide recreation programs or manage recreation facilities within Langdon; or
 - (b) the County acting as an agent on behalf of Langdon.
 - (2) initiatives must improve the quality or quantity of recreational opportunities within Langdon; and
 - (3) programs must be offered at a reasonable, non-restrictive fee.
- 12 Funding priority is given to initiatives that encourage Langdon residents to participate.

Non-Eligible Organizations, Initiatives, and Expenditures

- 13 The following organizations, initiatives, and expenditures are ineligible for funding under this policy:
 - (1) libraries;
 - (2) museums;
 - (3) school boards and school activities;



LANGDON RECREATION GRANT PROGRAM

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- (4) facilities that do not allow reasonable access to the public;
- (5) societies or associations that are not open to the general public;
- (6) programs and recreation facilities outside Langdon;
- (7) costs to operate the applicant's organization, such as but not limited to the salaries, wages, day-to-day administration costs;
- (8) fundraising activities;
- (9) honoraria;
- (10) consumables; and
- (11) retroactive expenses.

Discretionary Approvals

14 The following organizations, initiatives, and expenditures are subject to the RGC's discretion:

- (1) religious societies;
- (2) service clubs;
- (3) non-profit recreation organizations registered in another province that provide a service to County residents;
- (4) programs that already receive funding from Family and Community Support Services or other social services; and
- (5) the County acting as an agent on behalf of Langdon; and
- (6) recreation facilities on private property.



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Terms of Award

- 15 The RGC may award grants:
- (1) up to a maximum of \$50,000 per year toward capital projects in a recreation facility;
 - (2) up to a maximum of \$40,000 per year for program funding, operational costs, and maintenance costs.
 - (3) that are subject to conditions. The County releases the funds once all grant conditions are satisfied.
- 16 The RGC may require a funding agreement for successful capital funding applications.
- 17 Grant recipients must:
- (1) use grant funds for the approved purpose identified in their grant application;
 - (2) return any unused grant funds to the County;
 - (3) use capital funds within two years of funds receipt;
 - (4) use operational funds within one year of funds receipt; and
 - (5) recognize the County as a source of funding. Recognition may be in the form of signage, or another source of recognition, as approved by the Chief Administrative Officer.
- 18 Grant extensions or minor changes in project scope may be granted at the discretion of the Chief Administrative Officer.

Project Reporting

- 19 Grant recipients must submit a project completion report to the County no more than three months after the initiative is completed. Grant recipients are ineligible for future grant funding until this requirement is fulfilled.
- 20 In the project completion report, the grant recipient must provide evidence of expenditures associated with program implementation and initiative completion.





LANGDON RECREATION GRANT PROGRAM

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References

Legal Authorities

- *Agricultural Societies Act*, RSA 2000, c A-11
- *Companies Act*, RSA 2000, c C-21
- *Municipal Government Act*, RSA 2000, c M-26
- *Religious Societies' Land Act*, RSA 2000, c R-15
- *Societies Act*, RSA 2000, c S-14

Related Plans, Bylaws, Policies, etc.

- Rocky View County Bylaw C-7874-2019, "2019 Langdon Special Tax Rate Bylaw", as amended or replaced from time to time

Related Procedures

- N/A

Other

- N/A



Policy History

Amendment Date(s) – Amendment Description

- 2018 June 05 - Council amended - Renumbered from C-322 to C-328 to correct a clerical error

Review Date(s) – Review Outcome Description

-



Definitions

21 In this policy:

- (1) "applicant" means an organization or individual applying for a grant pursuant to this policy;
- (2) "capital" means resourcing used to enhance infrastructure that can be recorded as an asset or depreciated under the organization's financial statements;
- (3) "Chief Administrative Officer" means the Chief Administrative Officer of Rocky View County as defined in the *Municipal Government Act* or their authorized delegate;
- (4) "consumables" means nondurable or soft goods that are meant to be consumed, including food, fuel, and promotional items;



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- (5) "Council" means the duly elected Council of Rocky View County;
- (6) "County" means Rocky View County;
- (7) "funding agreement" means a memorandum of understanding defining the provision of County support or oversight through the life of the project or for the provision of the improvement, including minimum conditions for funding award, and the expectations that:
 - (a) transparent and fair competitive tendering practices occur;
 - (b) all initiatives utilizing public funds are subject to County audit; and
 - (c) the initiative provides for an appropriate level of public use;
- (8) "initiative" means any undertaking by a non-profit recreation organization that results in the purchase, rehabilitation, upgrading, or construction of a recreation facility, or the development or provision of a recreation program;
- (9) "maintenance costs" means the ongoing cost of running or maintaining a recreation facility or program;
- (10) "*Municipal Government Act*" means the Province of Alberta's *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time;
- (11) "non-profit recreation organization" means a voluntary, community-based, organization incorporated under the *Societies Act*, the *Agricultural Societies Act*, or Part 9 of the *Companies Act* whose mandate is to provide social leisure or recreational opportunities to the public without realizing a profit to its members;
- (12) "operational" means the routine functioning and activities of a program, service, or facility such as but not limited to operational costs, utilities, and insurance with the exception of ineligible expenses as outlined in this policy;
- (13) "programs" are formal, planned, instructor-led opportunities for individuals to develop skill or understanding in a specific content area, whether through registering for, or dropping into, a scheduled activity;
- (14) "project completion report" means a report a non-profit recreation organization is required to submit to the County that outlines how grant funds were actually spent;



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- (15) “recreation” is an experience that results from freely chosen participation in physical, social, intellectual, creative, and cultural pursuits that enhance individual and community well-being;
- (16) “recreation facility” means a location designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities;
- (17) “Recreation Governance Committee” is a Council committee that acts as an approving body regarding matters pertaining to recreation and cultural services in the County, including grant applications, funding allocation, studies, and master plans;
- (18) “recreation services” means a broad concept related to sports, fitness, social recreation, special community events, and capital community initiative development;
- (19) “religious societies” means the incorporated congregations of a church or a religious denomination under the *Religious Societies Land Act*;
- (20) “retroactive expenses” means expenditures incurred prior to approval of grant by RGC;
- (21) “RGC” means the Recreation Governance Committee;
- (22) “Rocky View County” means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires;
- (23) “school activities” means any activities that are either provided as part of the regular Alberta Education curriculum or by a school outside regular school hours;
- (24) “service club” means a voluntary, non-profit recreation organization whose members meet regularly to perform charitable works either by direct hands-on efforts or by raising money for other organizations; and
- (25) “volunteer” means anyone who offers time, energy, and skills of his or her own free will for the mutual benefit of the volunteer and the organization. Volunteers work without financial compensation, or the expectation of financial compensation beyond an agreed-upon reimbursement for expenses.

Placeholder for redline version; not completed at time of packaging.



ROCKY VIEW COUNTY
Cultivating Communities

Langdon Recreation Special Tax Funding Grant (Langdon Rec Plus Program)

Council Policy

Policy #C-328

Purpose

- 1 This policy establishes the Langdon Recreation Special Tax Funding Grant which resources community Initiatives that improve Recreation Services in the Hamlet of Langdon.



Policy Statement

- 2 The County and Community Organizations share the responsibility for Recreation development, Programs, Facilities, and Special Events for the benefit of Hamlet residents.



Policy

- 3 This grant program is resourced exclusively through the Langdon Recreation Special Tax Levy.

4 Roles and Responsibilities

(1) Council:

- (a) Approves the Langdon Special Tax Levy annually through the *Langdon Recreation Special Tax Rate Bylaw*;
- (b) Develops policy governing the Langdon Recreation Special Tax Funding Grant; and
- (c) Approves grant awards.

(2) Administration:

- (a) Administers the program in accordance with Council policy;
- (b) Evaluates grant applications and recommends awards to Council;
- (c) Establishes procedure that aligns with this policy and the overall direction set out by Council; and
- (d) Evaluates the program annually for effectiveness.

5 Criteria

- (1) The following criteria are used to evaluate each grant application:



Langdon Recreation Special Tax Funding Grant (Langdon Rec Plus Program)

- (2) Applicants are Not-For-Profit organizations that either provide Recreation Programs or develop Recreation Facilities within the Hamlet of Langdon.
- (3) Initiatives must improve the quality and/or quantity of Recreational opportunities within Hamlet boundaries.
- (4) Programs must be offered to residents at a reasonable non-restrictive fee.
- (5) Recreation Facilities must provide space to residents for:
 - (a) Rentals; or
 - (b) Regularly scheduled classes, Programs and activities that are open to the public.
- (6) Funding priority is given to Initiatives that encourage Hamlet residents to participate.
- (7) Applicants submit complete grant reporting (Project Completion Reports) as required for all previously approved Rocky View County grants before making an application for a Langdon Recreation Special Tax Funding Grant.
- (8) Council retains the right to approve funding for applications that do not meet some or all of the requirements set out in this policy.

6 Non-Eligible Associations, Initiatives, and Expenditures

- (1) The following organizations, Initiatives, and expenditures are ineligible for funding under this Policy:
 - (a) Libraries;
 - (b) Museums;
 - (c) School Boards;
 - (d) School Activities;
 - (e) Societies or associations that are not open to the general public;
 - (f) Programs and Recreation Facilities outside the Hamlet of Langdon;
 - (g) Costs to operate the Applicant organization (i.e. salaries, wages, day to day administration);
 - (h) Fundraising activities or salaries;
 - (i) Honoraria;



Langdon Recreation Special Tax Funding Grant (Langdon Rec Plus Program)

- (ii) Computers and website maintenance;
- (i) Consumables; and
- (j) Retroactive expenditures.

7 Discretionary Associations, Initiatives, Programs, and Expenditures

- (1) The following organizations, Initiatives, and expenditures are subject to Council's discretion:
 - (a) Religious Societies;
 - (b) Programs or Recreation Facilities that receive funding from FCSS or Social Services;
 - (c) Service Clubs; and
 - (d) Recreation Facilities on private property.

8 Terms of Award

- (1) A maximum of \$50,000 can be awarded per Recreation Facility per year.
- (2) A maximum of \$20,000 per application is considered for:
 - (a) Annual Program funding; or
 - (b) Annual Operating and Maintenance of Recreation infrastructure.
 - (c) In the event that the number of funding requests exceeds the funds available, eligible Initiatives may not receive full funding.
- (3) Grant funds are used for the approved purpose identified in the grant application.
- (4) Any unused grant funds are returned to the County upon request.
- (5) Capital funds are used within two years of grant award.
- (6) Operational funds must be used within one year of receipt.
- (7) Awarded funds cannot be used to match other County grants.
- (8) A grant award may be approved subject to Council conditions and funds are released once all conditions are satisfied.



Langdon Recreation Special Tax Funding Grant (Langdon Rec Plus Program)

- (9) Successful Capital applications may require a Funding Agreement.
- (10) Any development permit costs are included in the community Initiative budget.

9 Project Completion Report

- (1) Community Organizations provide a Project Completion Report no more than three months after the Initiative is completed.
- (2) A Project Completion Report requires evidence of expenditures associated with Program implementation and Initiative completion. If this reporting is not provided, the Applicant is ineligible for future funding until this requirement is fulfilled.

References

Act(s)	<ul style="list-style-type: none"> • <i>Municipal Government Act</i>, RSA 2000, c M-26 • <i>Societies Act</i>, RSA 2000, c S-14 • <i>Agricultural Societies Act</i>, RSA 2000, c A-11
Regulation(s)	<ul style="list-style-type: none"> • n/a
Plans	<ul style="list-style-type: none"> • n/a
Related Policies, Bylaws, Directives	<ul style="list-style-type: none"> • Bylaw of Rocky View County, <i>Langdon Special Tax Rate Bylaw</i>
Related Procedures	<ul style="list-style-type: none"> • n/a
Service Standards	<ul style="list-style-type: none"> • n/a
Other	<ul style="list-style-type: none"> • n/a
Approval Date	<ul style="list-style-type: none"> • October 14, 2014
Replaces	<ul style="list-style-type: none"> • Note that on June 5, 2018 this policy was renumbered from C-322 to C-328 to correct a clerical error.
Lead Role	<ul style="list-style-type: none"> • Recreation and Community Services
Administrative Responsibility	<ul style="list-style-type: none"> • Recreation and Community Services
Last Review Date	<ul style="list-style-type: none"> • June 5, 2018
Next Review Date	<ul style="list-style-type: none"> • June 5, 2021

Definitions

10 In this policy:

- (1) “Administration” means an employee(s) of Rocky View County.



Langdon Recreation Special Tax Funding Grant (Langdon Rec Plus Program)

- (2) “Applicant” means an organization or individual applying for a grant pursuant to this policy.
- (3) “Capital” means resourcing used to enhance infrastructure that can be recorded as an asset and/or depreciated under the organization’s financial statements.
- (4) “Community Organization” means a voluntary, community-based, Not-For-Profit organization registered (or incorporated) under the *Societies Act* or the *Agricultural Societies Act* with a mandate to provide social leisure or Recreational opportunities.
- (5) “Consumables” means nondurable or soft goods that are meant to be consumed. Included are food, fuel and promotional items.
- (6) “Council” means the elected Council of Rocky View County.
- (7) “County” means Rocky View County.
- (8) “Funding Agreement” means a memorandum of understanding defining the provision of municipal support/oversight through the life of the project or for the provision of the improvement, including minimum conditions for funding award and the expectations that:
 - (a) transparent and fair competitive tendering practices occur;
 - (b) all Initiatives utilizing public funds are subject to County audit; and
 - (c) the Recreation Facility provides for an appropriate level of public use.
- (9) “Hamlet” means the Hamlet of Langdon.
- (10) “Initiative” means any undertaking by a Community Organization that results in the purchase, rehabilitation, upgrading or construction of a Recreation Facility, or development and/or provision of a Recreation Program.
- (11) “Not-For-Profit” means an organization incorporated under the *Societies Act* or the *Agricultural Societies Act* whose objectives reflect their interest in serving the Recreation needs of the public without realizing a profit to its members.
- (12) “Operating and Maintenance” means funds for the ongoing cost of running or maintaining a Recreation Facility or Program.
- (13) “Operational” means matters related to the operation of a Program, service or Recreation Facility.
- (14) “Programs” are formal, planned, instructor-led opportunities for individuals to develop skill or understanding in a specific content area; whether through registering for, or dropping into, a scheduled activity. It does not refer to participant-led, unstructured activities that are accessed at public open



Langdon Recreation Special Tax Funding Grant (Langdon Rec Plus Program)

spaces or through admission into a Recreation Facility, nor the rental of parks, playgrounds, or Recreation Facilities by individuals or groups.

- (15) "Project Completion Report" means a report a Community Organization is required to submit to the County that outlines how grant funds were actually spent.
- (16) "Recreation" is an experience that results from freely chosen participation in physical, social, intellectual, and creative pursuits that enhance individual and community well-being.
- (17) "Recreation Facility" means a location designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities.
- (18) "Recreation Services" means a broad concept related to sports, fitness, social Recreation, special community events, and Capital community Initiative development.
- (19) "Religious Societies" means the incorporated congregations of a church or a religious denomination under the Religious Societies Land Act.
- (20) "School Activities" means any activities that are either provided as part of the regular Alberta Education Curriculum or by a school outside regular school hours.
- (21) "Service Clubs" means voluntary, Not-For-Profit organizations whose members meet regularly to perform charitable works either by direct hands-on efforts or by raising money for other organizations.
- (22) "Special Event" means any public or private event, gathering, celebration, festival, competition, contest, exposition or similar type of activity that has an Expected Attendance of 250 or more people in a 24 hour period; or a private or non-profit function, which has an Expected Attendance of 100 or more people in a 24 hour period; and a) takes place in any building that is not normally used for a public assembly or that is not classified for a public assembly use; or b) involves a change in the existing use of a street, park, or other area for the purpose of a public gathering.



INTERGOVERNMENTAL AFFAIRS

TO: Council

DATE: February 25, 2020 **DIVISION:** All

FILE: N/A **APPLICATION:** N/A

SUBJECT: Service Provision to Governments, Agencies, or Organizations Policy, C-173

POLICY DIRECTION:

Council regularly develops and reviews its policies, such as Provision of Services to Other Municipalities, Agencies, Organizations Policy, C-173, to ensure Council's objectives are represented and the needs of the County are addressed, in accordance with Council's responsibilities in the *Municipal Government Act* (MGA).

EXECUTIVE SUMMARY:

Administration reviewed Provision of Services to Other Municipalities, Agencies, Organizations Policy, C-173. Although revisions were determined to be necessary, the intent of this policy is still valid as it clearly states the County's intent to collaborate, share resources, and be a good neighbor. Administration is proposing revisions to remove redundancy and overlap with the MGA and the Chief Administrative Officer (CAO) Bylaw (Bylaw C-7350-2014), and to make the policy more concise and clear.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

DISCUSSION:

Provision of Services to Other Municipalities, Agencies, Organizations Policy, C-173, was approved on April 7, 2009, to provide a framework within which to evaluate the provision of Rocky View resources, services, and expertise to other municipalities, agencies, or organizations. The Policy contained a requirement that the CAO must seek Council authorization for providing services, resources, or expertise that would be valued at over \$100,000.

Administration reviewed Policy C-173 and determined that there is value in a policy that reiterates the County's commitment to collaborating and assisting neighbours, different orders of government, and outside organizations. However, some revisions to the policy were required to remove redundancies and overlap with other County policies, and to improve clarity of the policy.

The key change to this policy is the proposed removal of the \$100,000 threshold for Council consideration, for two reasons:

1. The MGA requires Council approval for budget adjustments. Therefore, if an agreement requires the addition of revenue and/or expenses to the budget, Council must approve the budget adjustment.
2. The County's CAO Bylaw (C-7350-2014) authorizes the CAO to enter into agreements, including emergency management, on a cost recovery basis.

As a result, the requirement to bring an agreement at \$100,000 is redundant and addressed by the MGA and the CAO bylaw. Therefore, Administration is proposing to remove this from the policy.

Administration Resources

Amy Zaluski and Ben Manshanden, Intergovernmental Affairs



Other changes to the policy include a title change, clarification of intent, and other minor edits to improve readability and formatting.

In conclusion, Administration recommends approval of the revised Service Provision to Governments, Agencies, or Organizations Policy, C-173, as it reaffirms the County's commitment to cooperation and collaboration.

BUDGET IMPLICATIONS:

There are no budget implications at this time.

OPTIONS:

- Option #1 THAT the amended Service Provision to Governments, Agencies, or Organizations Policy, C-173, be approved as per Attachment 'A'
- Option #2 THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

"Amy Zaluski"

"Al Hoggan"

Manager
Intergovernmental Affairs

Chief Administrative Officer

ATTACHMENTS:

- Attachment 'A': Proposed Policy C-173: Service Provision to Governments, Agencies, or Organizations
- Attachment 'B': Redline Version, Policy C-173
- Attachment 'C': Existing Policy C-173: Provision of Services to Other Municipalities, Agencies, Organizations



SERVICE PROVISION TO GOVERNMENTS, AGENCIES, OR ORGANIZATIONS

Council Policy

C-173

Policy Number:	C-173
Policy Owner:	Intergovernmental Affairs
Adopted By:	Council
Adoption Date:	2009 April 21
Effective Date:	2009 April 21
Date Last Amended:	(TBD)
Date Last Reviewed:	(TBD)

Purpose

- 1 This policy establishes Rocky View County's (the County) commitment to provide County services, resources, and expertise to other governments, agencies, or organizations.



Policy Statement

- 2 The County may provide services, expertise, and resources to other governments, agencies, and organizations when it is prudent and fiscally responsible to do so.



Policy

- 3 The Chief Administrative Officer (CAO) may bring contracts, agreements, or arrangements before Council for consideration. The CAO exercises this discretion in accordance with the accountability mechanisms and full cost-recovery principles outlined in the County's *Chief Administrative Officer (CAO) Bylaw*.
- 4 When a request for use or provision of County services, expertise or resources is received from another government, agency, or organization, the County considers the request based on:
 - (1) the County's capacity to provide the service, resource, or expertise;
 - (2) the term or timeline for the provision of the service, resource, or expertise;
 - (3) the County's ability to provide the service, resource, or expertise on a full cost-recovery basis;



SERVICE PROVISION TO GOVERNMENTS, AGENCIES, OR ORGANIZATIONS

Council Policy

C-173

- (4) the mutual benefit or goodwill to be gained from providing the service, resource, or expertise; and
- (5) any other measure deemed appropriate by Council or the CAO.



References

Legal Authorities

- N/A

Related Plans, Bylaws, Policies, etc.

- Rocky View County Bylaw C-7350-2014, *Chief Administrative Officer (CAO) Bylaw*

Related Procedures

- N/A

Other

- N/A



Policy History

Amendment Date(s) – Amendment Description

- (TBD)

Review Date(s) – Review Outcome Description

- (TBD)



Definitions

5 In this policy:

- (1) “CAO” means Chief Administrative Officer;
- (2) “Chief Administrative Officer” means the Chief Administrative Officer of Rocky View County as defined in the *Municipal Government Act* or their authorized delegate;
- (3) “*Chief Administrative Officer (CAO) Bylaw*” means Rocky View County Bylaw C-7350-2014, known as the *Chief Administrative Officer (CAO) Bylaw*, as amended or replaced from time to time;



SERVICE PROVISION TO GOVERNMENTS, AGENCIES, OR ORGANIZATIONS

Council Policy

C-173

-
- (4) "Council" means the duly elected Council of Rocky View County;
 - (5) "County" means Rocky View County;
 - (6) "*Municipal Government Act*" means the Province of Alberta's *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time; and
 - (7) "Rocky View County" means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.



ROCKY VIEW COUNTY

~~Policy #173~~ Title: SERVICE PROVISION TO MUNICIPALITIES GOVERNMENTS, AGENCIES, OR ORGANIZATIONS

Council PolicyC-173Legal References: ~~Policy Category:~~~~Administration~~Cross References: ~~Effective Date: April 7, 2009~~Strategic Plan/Vision ~~Revision Date:~~

Supersedes: Policy 508

Policy Number: C-173Policy Owner: Intergovernmental AffairsAdopted By: CouncilAdoption Date: 2009 April 21Effective Date: 2009 April 21Date Last Amended: (TBD)Date Last Reviewed: (TBD)

Purpose

- ~~1 This policy establishes To provide a framework within which to evaluate the provision of~~ Rocky View County's (the County) commitment to provide County resources, services, resources, and expertise to other ~~municipalities governments~~, agencies, or organizations.

Definitions:

- ~~• "Rocky View" means Rocky View County.~~



Policy Statement(s):

- ~~1. Rocky View recognizes that its first priority is to provide cost-effective and efficient services, expertise and resources for the benefit of its residents.~~
- ~~2. Rocky View~~The County functions in association and cooperation with other municipalities, agencies and organizations, and may have a role to play in supporting, assisting, and providing services, expertise, and resources to its municipal neighbours and other agencies/organizations governments, agencies, and organizations when it is prudent and fiscally responsible to do so.
- ~~3. Rocky View acknowledges it may be beneficial for the excellent resources and expertise it has developed in-house to be used to assist others from time to time.~~



ROCKY VIEW COUNTY

~~Policy #173~~ **Title: SERVICE PROVISION TO MUNICIPALITIES GOVERNMENTS, AGENCIES, OR ORGANIZATIONS**

Council PolicyC-173

Policy

3. The Chief Administrative Officer (CAO) may bring contracts, agreements, or arrangements before Council for consideration. The CAO exercises this discretion in accordance with the accountability mechanisms and full cost-recovery principles outlined in the County's Chief Administrative Officer (CAO) Bylaw.
4. When a request for use or provision of ~~Rocky View County resources or services,~~ expertise or resources is received from another ~~County government,~~ agency, or organization, ~~the ability to meet such at the County considers the~~ request ~~will be evaluated based on:~~
- ~~(1) The County's capacity of Rocky View~~ to provide the service, resource, or expertise;
 - ~~(2) The term or timeline for the provision of the~~ service, resource, or expertise;
 - ~~(3) The County's ability of Rocky View County's to provide the~~ service, resource, or expertise on a full cost-recovery basis;
 - ~~(4) The mutual benefit and/or goodwill to be gained from providing the~~ service, resource, or expertise; and
 - ~~The willingness of the receiving County, agency or organization to enter into an agreement with Rocky View for the use of the resource or expertise;~~
 - ~~(5) Any other measure deemed appropriate by Rocky View Council or administration the~~ CAO.
5. ~~When the expected annual revenue from the provision of Rocky View resources or expertise is less than \$100,000, the CAO has the authority to approve and enter into a contract or agreement for said resources or expertise and is required to report on the contractual agreement or arrangement to Council.~~
6. ~~When the expected annual revenue from the provision of Rocky View resources or expertise is \$100,000 or more, Council authorization to enter into any agreement, contract or arrangement is required.~~



References

Legal Authorities

- N/A



ROCKY VIEW COUNTY

~~Policy #173 Title:~~ SERVICE PROVISION TO MUNICIPALITIES GOVERNMENTS, AGENCIES, OR ORGANIZATIONS

Council PolicyC-173Related Plans, Bylaws, Policies, etc.

- Rocky View County Bylaw C-7350-2014, Chief Administrative Officer (CAO) Bylaw

Related Procedures

- N/A

Other

- N/A



Policy History

Amendment Date(s) – Amendment Description

- (TBD)

Review Date(s) – Review Outcome Description

- (TBD)



Definitions

4 In this policy:

- (1) “CAO” means Chief Administrative Officer;
- (2) “Chief Administrative Officer” means the Chief Administrative Officer of Rocky View County as defined in the *Municipal Government Act* or their authorized delegate;
- (3) “Chief Administrative Officer (CAO) Bylaw” means Rocky View County Bylaw C-7350-2014, known as the *Chief Administrative Officer (CAO) Bylaw*, as amended or replaced from time to time;
- (4) “Council” means the duly elected Council of Rocky View County;
- (5) “County” means Rocky View County;
- (6) “Municipal Government Act” means the Province of Alberta’s *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time; and
- (7) “Rocky View County” means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.

POLICY**#173**

Title:
**Provision of Services to Other Municipalities,
Agencies, Organizations**

Legal References:

Policy Category:
Administration

Cross References:

Strategic Plan/Vision
Supercedes: Policy 508

Effective Date: April 7, 2009
Revision Date:

Purpose:

To provide a framework within which to evaluate the provision of Rocky View resources, services and expertise to other municipalities, agencies or organizations.

Definitions:

- "Rocky View" means Rocky View County.

Policy Statements:

1. Rocky View recognizes that its first priority is to provide cost-effective and efficient services, expertise and resources for the benefit of its residents.
2. Rocky View functions in association and cooperation with other municipalities, agencies and organizations, and may have a role to play in supporting, assisting, and providing services, expertise and resources to its municipal neighbours and other agencies/organizations when it is prudent and fiscally responsible to do so.
3. Rocky View acknowledges it may be beneficial for the excellent resources and expertise it has developed in-house to be used to assist others from time to time.
4. When a request for use or provision of Rocky View resources or expertise is received from another County, agency or organization, the ability to meet such a request will be evaluated based on:
 - The capacity of Rocky View to provide the resource or expertise;
 - The term or timeline for the provision of the resource or expertise;
 - The ability of Rocky View to provide the resource or expertise on a full cost-recovery basis;
 - The mutual benefit and/or goodwill to be gained from providing the resource or expertise;
 - The willingness of the receiving County, agency or organization to enter into an agreement with Rocky View for the use of the resource or expertise;
 - Any other measure deemed appropriate by Rocky View Council or administration.
5. When the expected annual revenue from the provision of Rocky View resources or expertise is less than \$100,000, the CAO has the authority to approve and enter into a contract or agreement for said resources or expertise and is required to report on the contractual agreement or arrangement to Council.
6. When the expected annual revenue from the provision of Rocky View resources or expertise is \$100,000 or more, Council authorization to enter into any agreement, contract or arrangement is required.



PLANNING AND DEVELOPMENT SERVICES

TO: Council
DATE: February 25, 2020 **DIVISION:** 2
FILE: 05715001
SUBJECT: Request to Waive the Development Permit Re-Application Interval

POLICY DIRECTION:

Section 16 of the Land Use Bylaw allows an applicant to request that Council waive the six-month waiting period for resubmission of a refused development permit application.

EXECUTIVE SUMMARY:

In the event that the Development Authority, or Subdivision and Development Appeal Board (SDAB) refuse a development permit, the Land Use Bylaw requires a six-month waiting period for resubmission of a development permit application that is for the same or similar use. This waiting period is intended to allow the Applicant to address and resolve any outstanding issues, and re-submit a new application with the appropriate revisions.

This report is to consider the Applicant's request to waive the six month waiting period, in order to re-apply for a development permit for a Commercial Communications Facility, Type C in Springbank (see Attachment A for location). The previous permit application was refused by the Development Authority, appealed by Rogers, and the decision was upheld by the Subdivision and Development Appeal Board on November 13, 2019; consequently, the Applicant can re-apply for the same or similar permit on May 13, 2020.

The Applicant indicated that they intend to re-apply for the same application at an alternative location on the same land; they state that their intent is to find a better location that respect the County's policy preferences and setback guidelines. Following a variety of technical assessments, Rogers would then perform public consultation for the revised location and submit a Development Permit application in accordance with the County's Policy and Procedure Guidelines to Evaluate Commercial Communications Facilities (POL/PRO-#308) (see Attachment B for Applicant's Letter).

As the Applicant is proposing to apply for the same development permit and public opposition was received at time of the appeal, Administration recommends that the waiving of the six (6) month waiting period for reapplication be denied in accordance with Option #2.

ADMINISTRATION RECOMMENDATION:

Administration recommends Option #2.

BACKGROUND:

On October 1, 2019, a Commercial Communications Facility, Type C was refused at Block D, Plan 7910461 within SE-15-25-03-W05M (251147 Range Road 32). Procedure 308 provides direction on the design and development of Commercial Communication facilities and the decision of the Development Authority is based on its criteria being satisfied. Where appropriate, certain criteria can be relaxed at the discretion of the Development Authority. The previous development permit application did not accord with the following criteria within Procedure 308:

Administration Resources

Andrea Bryden, Planning and Development Services



- Any tower proposed to be placed on a site abutting existing dwellings should be located no closer than 500 meters from those dwellings; and
- Type B or Type C facilities should not be closer than 2,000 meters from other Type B or Type C facilities.

In addition to the above criteria not being met, there is the potential for undue impact to adjacent properties in terms of aesthetic implications. There were several adjacent landowners in opposition to the placement of the Commercial Communications Facility that indicated potential impact to their lands (see Attachment C for letters received in opposition to development permit PRDP201901527 appeal).

The decision was appealed by the Applicant and the file was presented to the Subdivision and Development Appeal Board on October 30, 2016 for consideration. The Board denied the appeal and upheld the decision of the Development Authority the permit on November 13, 2019 (see Attachment D for PRDP20191527 Board Order).

OPTIONS:

- Option #1: THAT the requirement of a six-month waiting period for re-application under Section 16 of Land Use Bylaw C-4841-97 for a Commercial Communications Facility, Type C development permit application at Block D, Plan 7910461 within SE-15-25-03-W05M (251147 Range Road 32) be waived.
- Option #2: THAT the request for a waiver of a six-month waiting period for re-application for a Commercial Communications Facility, Type C development permit application at Block D, Plan 7910461 within SE-15-25-03-W05M (251147 Range Road 32) be denied.
- Option #3: THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

“Theresa Cochran”

“Al Hoggan”

Executive Director
Community Development Services

Chief Administrative Officer

AB/lt

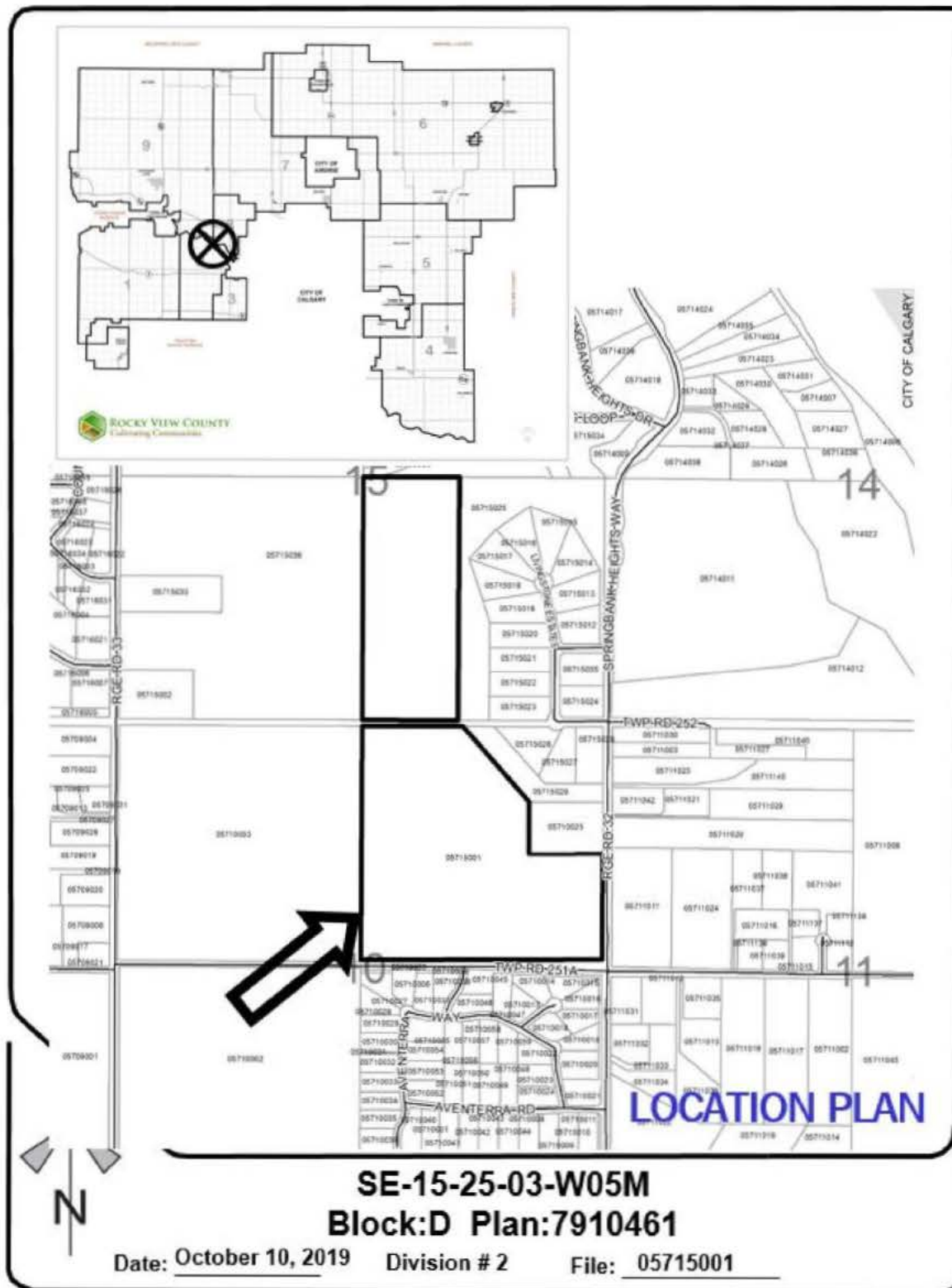
ATTACHMENTS:

- Attachment ‘A’: Location Plan
Attachment ‘B’: Applicant Letter Submission
Attachment ‘C’: Letters in Opposition of PRDP20191527 Appeal
Attachment ‘D’: Subdivision and Development Appeal Board Order 2019-SDAB-055



ROCKY VIEW COUNTY

Attachment 'A' Location Plan





Rogers Communications Inc.
Request to Waive Re-Application Interval
January 16, 2020

Rocky View County
Planning & Development
262075 Rocky View Point
Rocky View County, AB T4A 0X2
Attention: Ms. Andrea Bryden, Municipal Planner

Dear Ms. Bryden,

LandSolutions LP, on behalf of Rogers Communications Inc. (Rogers), respectfully requests that Rocky View County waive the six-month re-application interval per Section 16 of the Land Use Bylaw.

REQUEST TO WAIVE RE-APPLICATION INTERVAL – Commercial Communications (Type C) Facility

Rogers File:	W5613 Springbank Heights
County's File:	05715001; PRDP20191527
Legal Land Description:	Plan 7910461; Block D (NE 10-25-03 W5M)
Address:	251147 and 251161 Range Road 32, Rocky View County, Alberta

Background:

On November 13, 2019 the County's Subdivision and Development Appeal Board published a decision to deny the appeal by Rogers and to uphold the decision of the Development Authority made on October 1, 2019 to refuse issuance of a Development Permit for a proposed wireless telecommunications facility. The reasons for refusal included:

- (1) The proposed Commercial Communications Facility, Type C exceeds the minimum setback from an existing dwelling requirement as defined in Section 3(c) of Procedure 308 – Guidelines to Evaluate Commercial Communications Facilities. **Discretionary: 500.00 m (1,640.42 ft.); Proposed: 150.00 m. (492.13 ft.)**
- (2) The proposed Commercial Communications Facility, Type C exceeds the minimum setback from an existing Commercial Communications Facility requirement as defined in Section 3(c) of Procedure 308 - Guidelines to Evaluate Commercial Communications Facilities. **Discretionary: 2,000.00 m (6,561.68 ft.); Proposed: 1,000.00 m (3,280.84 ft.)**

Section 16 of the Land Use Bylaw – Re-Application Interval

Where an application for a Development Permit is deemed refused or refused by either the Development Authority or Council, or on a refusal from an appeal to the Subdivision and Development Appeal Board; the submission of another application for a Development Permit for the same or similar use on the same parcel by the same or any other Applicant, may not be made for a period of six (6) months from the date of issue of the refusal, except where Council has, by resolution, waived the six (6) month waiting period. The determination of what constitutes same or similar use shall be made by the Development Authority.

Roger's Request:

Rogers is committed to providing high quality wireless telecommunications service throughout the County and respectfully requests that the County waive the six-month re-application interval to allow Rogers and its agents to propose an alternative facility location on the same landowner's lands. Our intent is to find a better location that respects the County's policy preferences and setback guidelines. Following a variety of technical assessments, Rogers would then perform public consultation for the revised location and submit a Development Permit application in accordance with the County's Policy and Procedure Guidelines to Evaluate Commercial Communications Facilities (POL/PRO-#308).

Please note that we are also following Innovation and Science and Economic Development Canada's (ISED) policy and procedure, titled Radiocommunication and Broadcasting Antenna Systems (CPC-2-0-03-i5). Telecommunications



Rogers Communications Inc.
Request to Waive Re-Application Interval
January 16, 2020

facilities are under the sole jurisdiction of the Minister and department of Industry (ISED). However, CPC-2-0-03-i5 requires proponents to consult local policies relating to proposed facilities. The federal government issued a license to Rogers for the operation of radiocommunication facilities and provision of wireless services in Canada. A condition of that license requires Rogers to expand and improve its network. Rogers cannot do so without the County's assistance and understanding of the constraints involved with finding suitable locations for telecommunications facilities and the practical need for Rogers to develop its network in a reasonable time-frame.

Canadians Increasingly Rely on Wireless Services

Wireless services have become an integral part of Canadians' lives. Whether to stay in touch with family and friends, consume content, or work while on the move, wireless services have become indispensable for most Canadians. As of June 2019, there were **over 33.6 million** wireless subscriptions in Canada, not including additional subscriptions from Canadian wireless providers who do not publish subscriber data (CWTA Facts & Figures website, January 16, 2020). That's comparable to 89% of all Canadians (Statistics Canada Q2 2019 population 37.4M). In addition, more Canadians have **mobile phones (90.18%) than landlines (41.25%)** (CWTA Facts & Figures website, Jan. 16, 2020), while approximately **one third of Canadian households** rely exclusively on wireless services. (CRTC, CMR: Telecommunications Overview, 2018; CMR: Communications Services in Canadian Households, 2018). Lastly, the growing use of machine-to-machine communications, known as the Internet of Things is contributing to the growing wireless traffic and strain on Rogers' existing facilities.

Benefits of Wireless Connectivity

Wireless connectivity includes a variety of benefits, including:

- Enhance network capacity and coverage
- Meet the public demand for wireless services
- Improve access to emergency services
- Provide additional choice to consumers through increased competition by wireless providers in the area
- Improve access to rural internet (consumers could utilize this facility for home/office internet)

Conclusion

Radiocommunication and broadcasting services are important for all Canadians and are used daily by the public, safety and security organizations, government, wireless service providers, broadcasters, utilities and businesses (ISED, CPC-2-0-03). Rogers requires additional wireless telecommunications facilities to improve coverage and capacity of its network in the Springbank Heights area. Supporting the request to waive the six-month re-application interval would help Rogers return with a better proposal that considers public opinion and the County's policy preferences.

The following attachments are included in this submission package:

- Cheque for payment of \$500 fee
- Copy of Board Order Number 2019-SDAB-055
- Landowner's Letter of Authorization

Sincerely,

LandSolutions LP for Rogers Communications Inc.

Brenden Smith, RPP/MCIP

5G Strategic Project Coordinator

LandSolutions LP

600, 322 11th Avenue SW Calgary, Alberta, T2R 0C5

T. (403) 290-0008 | F. (403) 290-0050 | E. brendens@landsolutions.ca



LETTER OF AUTHORIZATION

Date: December 21, 2015 *E.A.*
To: WHOM IT MAY CONCERN
Legal Description: **Plan 7910461; Block D**

I/We, **Elmar Augart**, as owners of the above-mentioned property, hereby give Rogers Communications Inc. and its agents permission to act as our agent to acquire the necessary permits, drawings and/or buildings structural blue-prints, hydro information from the public utility and information from the municipality or other authorities concerned, needed to approve the construction of the telecommunications site at the address indicated above.

Sincerely,

Per: *E. Augart*
Elmar Augart

Site: **Springbank Heights**
Rogers' File: **W5613**

**ROCKY VIEW COUNTY
SUBDIVISION AND DEVELOPMENT APPEAL BOARD**

Board Order No.: 2019-SDAB-055

File No.: 05715001; PRDP20191527

Appeal by: Rogers Communications Inc. c/o LandSolutions LP

Appeal Against: Development Authority of Rocky View County

Hearing Date: 2019 October 30

Decision Date: 2019 November 13

Board Members: D. Kochan, Chair
K. Hanson
I. Galbraith
H. George
W. Metzger

DEVELOPMENT APPEAL DECISION

INTRODUCTION

[1] This is an appeal to the Rocky View County Subdivision and Development Appeal Board (the Board) from a decision of the Rocky View County Development Authority issued October 1, 2019. In this decision the Development Authority refused a development permit for a Commercial Communications Facility, Type C at 251147 Range Road 32 (the Lands).

[2] Upon notice being given, this appeal was heard on October 30, 2019 in Council Chambers of Rocky View County's County Hall, located at 262075 Rocky View Point, Rocky View County, Alberta.

DECISION

[3] The appeal is denied and the decision of the Development Authority is upheld. A development permit shall not be issued.

SDAB Board Order no.: 2019-SDAB-055
File no.: 05715001; PRDP20191527

[11] The Board received three letters in opposition to the appeal from:

- (1) Taylor Assen
- (2) Joan Gusa
- (3) Shaun Marty

Development Authority's Submissions

[12] The proposed tower location is on the southwest corner of the parcel, with access off Township 251A, a gravel road.

[13] There is an Alta Link transmission line located to the north of the proposed tower location.

[14] The Federal Ministry is the approving authority for the development and operation of radio communication in Canada, however, Industry Canada requires in certain cases the local approving authority and the public must be consulted for input regarding proposed telecommunication antenna structures.

[15] The County assesses telecommunication facilities using Policy and Procedure 308.

[16] There is an existing dwelling 150 metres away from the proposed site; as well, the dwellings across Township Road 251A are only 200 metres away.

[17] Under Policy 308 it states that these facilities should be located at least 2000 metres from one another; however, there is an existing Telus tower 1000 metres away from the proposed site.

[18] The application was refused based on the proximity to the dwellings and due to the fact that it will cause undue impact to the adjacent properties.

[19] Leases are in place between the communications company and the land owners to maintain the towers. These lease agreements are not provided to the County.

[20] If this application is denied at the municipal level, the federal body can still potentially approve the tower.

[21] Securities are not a requirement for these types of applications and permits.

[22] The setback requirements for the installation of a telecommunications tower are different from that of proposed houses located in close proximity to an existing tower.

SDAB Board Order no.: 2019-SDAB-055
File no.: 05715001; PRDP20191527

Charles Gusa Submissions

- [37] House is 400 feet from the tower and 100 feet from the east boundary of their lands.
- [38] The Telus tower is 100 feet to the north of their property, and seven cell towers can be seen from their yard.
- [39] The proposed 150-foot lattice style tower is ugly and reminiscent of a soviet style radio tower.
- [40] This is a circuit area for the planes from the Springbank airport he is unsure on why this is proposed for this site due to this. In fact, a helicopter crashed at the exact site of the proposed tower four years ago.
- [41] More towers are not needed at this point.
- [42] Felt as if the adjacent landowners were kept out of the loop with regards to this application, from both the County and Rogers.

Val Finch Submissions

- [43] Their lands are a half a mile east of the proposed tower.
- [44] This tower will just enhance the negative visual impact of all of the towers that are in the area.
- [45] Does not feel there is an issue with cell phone coverage in the area.

Appellant's Rebuttal

- [46] The proposed tower is needed for both new and existing customers.
- [47] Industry Canada does not look at need when looking at approving where a tower should or can be located.
- [48] It is beneficial to get the tower in and built prior to the area being built out, thereby increasing the need for services.
- [49] No tower or development will be perfect or liked by everyone.

Development Authority's Closing Comments

- [50] Health Canada notes that there is a possibility between the linkage of RF waves and cancer but it is believed that addition research is required.

Appellant's Closing Comments

- [51] The research done on the linkage between RF waves and cancer is inconclusive.

SDAB Board Order no.: 2019-SDAB-055
File no.: 05715001; PRDP20191527

EXHIBIT LIST

DOCUMENTS PRESENTED AT THE HEARING AND CONSIDERED BY THE BOARD

NO.	ITEM
1.	Development Authority's Report to the Board (75 pages)
2.	Development Authority's Presentation to the Board (9 pages)
3.	Development Authority's Proximity Map (1 page)
4.	Appellant Presentation to the Board (13 pages)
5.	Townsend Report on the National Antenna Tower Policy Review (250 pages)

1. Shaun .and Amanda Marty (67 Livingston Estate)
2. Taylor Assen (63 Livingston Estate)
3. Rachelle Starnes (43 Livingston Estates)
4. Craig Smith (32048 Aventerra Road)
5. John Hersey (19 Livingston Estates)
6. Joan Gusa (32152 Township Road 251A)

July 8, 2019

**Response to Public Notification Package Proposed Wireless Communications Installation
Location 251147 and 251161 Range Road 32, Rocky View County,**

To: Rogers Communications Canada Inc., LandSolutions LP, Rocky View County, ISED Canada, Elmer Augart

Enclosed is the letter response to LandSolutions LP in regards to the proposed wireless communication tower proposed by Rogers Communications. Rogers retained the developers LandSolutions LP to place this tower in Rocky View County on land owned by Elmer Augart. The land is designated Farm and Ranch Holdings and is not designated commercial. LandSolutions LP alludes to accordance with Protocol and ISED Rules but has not shown any intent to follow the regulations. LandSolutions LP has not proven that the new Rogers tower cannot be placed on the existing towers (Telus et al.). Given that the area is located close to the City of Calgary and city boundary limits it would be advisable to obtain consultation from the City of Calgary as well as the county of Rocky View. It appears that LandSolutions LP neglected to place Elmer Augart's name on the public notification package. Given that the proposed tower is to be located on Elmer Augart's land then he should be named on the package and the tower should be located close to his residence.

Given that the proposed tower is located adjacent to my fence line, I expect that Rogers/LandSolutions will continue to communicate with me in regards to the placement of this proposed cell tower. As stakeholders if you have any further questions or require any further comments please address these queries to:

Joan Gusa
32152 Twp. Rd. 251A

[REDACTED]
[REDACTED]
[REDACTED]

Joan K. Gusa

July 5, 2019

Sent By Mail and By Fax

COPY

Land Solutions LP
Attn: David Zacher, VP
Telecommunications and Network Development
600, 322- 11 Ave. S.W.
Calgary, T2R 0C5
Fax: (403) 290-0050

Dear Sir/Madam:

RE: Proposed Installation of Cell Tower 252247/251161 Range Road 32, Rocky View County

No I do not agree to the placement of the Rogers Cell Phone Tower at the above location . It is shown by the airphoto and picture that the location is within meters of our fenceline and within meters of our house.

I have provided several reasons for not locating the Rogers Tower adjacent to our property but also have provided several general comments.

Reasons:

1) the choice of placement for this tower is several hundred meters away from Elmer Augart's house. Elmer Augart is the owner of the land on which the tower would be placed. Why would you place the tower several hundred meters away from his house but adjacent to my farm property and close to our farm house? Elmer Augart would be getting the financial benefit from the leasing of the land and I would derive no financial benefit but would have a substantial decline in property value due to proximity to the tower. This is reminiscent of the placement of the Telus tower coincidentally located on the north boundary of my farm property. (the lack of notification for the locating of the Telus tower will be dealt with later in this letter.) If the proposed tower is approved, two of the 13,000 Canadian cell towers would be located adjacent to or on my property line. Provide the evidence as to the reason that the location beside our fenceline is the most suitable.

2) From 5(b) of the Public Notification Package from Rogers

"We could not locate any suitable existing towers or buildings with enough height and space to accommodate antennas that would meet Roger's network requirements. "

There are 2 very large towers located on the #1 highway to the South East of this proposed location. There is also another tower located on Highway 22 south west of this location. And as previously mentioned there is a cell tower on the north boundary of my property. Provide the scientific evidence that none of these towers are suitable for an addition antenna. Evidence would be as per CRTC – Industry requirements and state these requirements. What isn't evidence - Rogers would have to pay the lease cost of joining one of these towers and Rogers wants to build their tower for free, unfortunately to the detriment of the adjacent farmholding.

3) Provide the evidence that there is coverage deficiencies throughout Springbank Heights and below average service levels. I am(was) a Rogers customer. I have farmland to the north and west of the proposed location. I have never found coverage deficiencies on my isolated farm property to the west of Springbank Heights. I dispute that there are coverage deficiencies in this area.

4) Neither Rocky View County nor ISED have a clear set of regulations for the location of cell towers and antennas. In my conversation with Andy Yu of ISED he indicated that the responsibility lies with the County/Municipality to have regulations in place. And it appears that Rocky View County thinks that the responsibility lies with ISED Canada to regulate the location of telecommunication structures. Neither the County nor ISED will take responsibility if a tower developer locates a tower without proper public consultation, without proper road allowance set backs, without taking into account line of sight for homes etc. etc. etc. Neither Rocky View County nor ISED Canada have a penalty process in place to punish developers and land owners who refuse to follow the current location guidelines or who don't follow regulations. I suggest that a substantial monetary bond be provided by the landowner/developer of the tower to a third party trust. Refusal to follow the guidelines would trigger a large monetary loss – a good incentive for landowners/developers who refuse to adhere to regulations.

5) And this leads to the next point. Given his history, the landowner Elmer Augart does not follow rules, regulations nor the law. Over the past several years we have to put up with Elmer Augart's low sense of responsibility as a land owner. Elmer has a house and house trailer located on his property. Elmer alleged that the individuals who occupied these residences were farm/ranch help. As far as I know the help? never assisted in rounding up Elmer's cattle nor his renter's cattle. Elmer's cattle which always break through fences into our property. His (renters') cattle are often without water, without forage and are the type that like to crawl through fences. Good fences make good neighbours. Elmer Augart is not a good neighbour nor a neighbour who follows regulations.

6) What has Rogers done for this proposal in regards to public consultation? The letter that we received was dated June 8, 2019 with deadline for comments of July 8th hidden at the end of the letter. (No year shown.) Given the problems with missing mail and late delivered mail in rural areas we did not receive this letter until a few days ago. Rogers has not provided sufficient notice to adjacent landowners for this proposal. And how many landowners were given a copy of the notification?

This proposal is a significant change in land use from farm and ranch to commercial development and sufficient notice should be provided to the public.

7) **Do not show pictures of our buildings or property as part of your proposal package.** The inclusion of pictures of our buildings and property is a form of harassment and bullying which the local developers are notorious for and which Rocky View County supports. If LandSolutions and Rocky View County require more examples of the bullying tactics I have several messages on my land phone which can be provided.

And as a special message for the employees of Rocky View County:

8) Rocky View County – you don't own the undeveloped road allowances in the County. You do not have authority to allow utility companies to trespass on private land. Nor do you have the authority to give permission to utility companies to destroy vegetation on undeveloped road allowances adjacent to or bordering private land.

9) I am providing an invoice to Elmer Augart related to the work we have done for him which his ranch help did not do. I am providing a copy to LandSolutions since I wasted a day researching and preparing the response to your proposal. LandSolutions proposed location for the cell tower is unacceptable and dumb. (What is your problem?)

In regards to the invoice given that my husband and myself have professional designations our hourly rate for fixing fences, removing livestock, responding to Elmer's development requests (cell phone and oil well development etc) is extremely high. Elmer, his renters, his developers should take into consideration that Elmer's problems are their problems but not our problems. If he wants a cell tower he can place it in his backyard and not in our backyard. If he wants cows on his property he has to provide proper forage, water for the cows and enclosures to keep the cows on his property. His cows and renters' cows are not our problem. And again the cows have to stay in Elmer's backyard not mine.

Conclusion:

Provide me with the answers to question found in #1, #2, #3,, #6 from above.

No I don't agree to the locating another cell tower next to or on our property line. If Rogers or et al. locates a cell phone close to our property line then I will sue for compensation for loss of value to our property and disturbance to our rural life style. Given Rocky View County's record in court I would surmise I wouldn't need a lawyer to win a lawsuit against them.

Developers and landowners should be required to provide a monetary bond to be placed in trust to offset general damage to adjacent properties and to prevent the developers from abusing loopholes in regulatory processes.

Provide me with the names and addresses of your legal counsel within 30days. In anticipation of Rogers (LandSolutions LP) choosing to ignore telecommunication location guidelines and the County of Rocky View and ISED Canada choosing to continue with unenforceable, indefinite regulations I am entitled to legal recourse on this matter and the appropriate lawyers should be notified of possible litigation.

Yours truly,

Joan Gusa (Buffalo Springs Holdings Ltd.)

cc. Rocky View County
cc. ISED Canada
cc. Andy Yu
cc. Elmer Augart

Brenden Smith

From: Taylor Assen [REDACTED]
Sent: June 24, 2019 9:25 AM
To: development@rockyview.ca; Comments; Banff.Kananaskis@assembly.ab.ca; Shaun and Amanda Marty; Rachelle Starnes
Subject: [EXTERNAL]Rogers Tower location

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Red Category

Hello, my name is Taylor Assen. I live at 63 Livingstone Estate, T3Z1E1. I have an issue about the proposed location for the new Rogers cellular tower you are erecting in my backyard. I paid a premium for a mountain view, as did my neighbors. I am having a hard time wondering why you chose this location, which is neither close to the highway nor the new commercial development (Bingham Crossing). Instead you propose to erect the tower in our 2-4 acre residential area blocking our view of the mountains. I humbly suggest moving the needed tower South (closer to the highway). This will allow for easier access, it will also block fewer houses. Or if that isn't allowed as I don't know the regulations, push the tower further west so it only blocks 1-2 farms versus 40-50 homes.

We love our view, please do not impede it with your tower.

Taylor and Liisa Assen

Brenden Smith

From: Rachelle Starnes [REDACTED]
Sent: June 24, 2019 9:58 AM
To: Taylor Assen; development@rockyview.ca; Comments; Banff.Kananaskis@assembly.ab.ca; Shaun and Amanda Marty
Cc: Anita Lindberg; dalidowicz; Taylor and Lisa Assen; Pat and Shirley Kelly; Jin Xie; Sam Gallo; Amanda and Shaun Marty; Cam and Angie Maclean; Nancy Barnes; John and Charlene Simpson; Guy Heerema; Alison Smoole; Margaret and Denis Espetveidt; Joint; Norman and Rachelle Starnes; Erica Sharp and Bob Lock; Weldon and Pauline Dueck
Subject: [EXTERNAL]RE: Rogers Tower location
Follow Up Flag: Follow up
Flag Status: Completed
Categories: Red Category

Dear All Stakeholders,

I am in complete agreement with Taylor Assen. Please let us know how we can ensure this tower does not get built in this location. **Do we need to put together a list of residents that oppose this by a certain date? Who do we send it to?**

I am a real estate agent representing many home owners for over 20 years in Springbank, and I also have a personal home on Livingstone Estates that will be greatly impacted by this cell tower. There is research being done in Europe suggesting that "living within 400 meters of a cell phone tower can cause developmental delays in children" and we have many clients from Europe that bring devices measuring electromagnetic impact with them when viewing homes.

The property values of all of the homes in this area could be SEVERLY IMPACTED by the placement of this cell tower. It not only affects values and views, but could be a long term safety issue of the residents.

Please get back to us at your earliest opportunity as to how we can oppose the new location of this tower.

Best Regards,

Rachelle Starnes

RACHELLE STARNES





From: Taylor Assen

Sent: June 24, 2019 9:25 AM

To: development@rockyview.ca; comments@landsolutions.ca; Banff.Kananaskis@assembly.ab.ca; Shaun and Amanda Marty ; Rachelle Starnes

Subject: Rogers Tower location

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We love our view, please do not impede it with your tower.

Taylor and Liisa Assen

Brenden Smith

From: herseys account [REDACTED]
Sent: June 26, 2019 11:32 AM
To: Shaun Marty
Cc: Rachelle Starnes; Taylor Assen; development@rockyview.ca; Comments; Banff.Kananaskis@assembly.ab.ca; Anita Lindberg; dalidowicz Stan And Mary; Pat and Shirley Kelly; Jin Xie; Sam Gallo; Amanda and Shaun Marty; Cam and Angie Maclean; Nancy Barnes; John and Charlene Simpson; Guy Heerema; Alison Smoole; Margaret and Denis Espetveidt; Norman and Rachelle Starnes; Erica Sharp and Bob Lock; Weldon and Pauline Dueck
Subject: [EXTERNAL]Re: Rogers Tower location
Follow Up Flag: Follow up
Flag Status: Completed
Categories: Red Category

Hi this is herseys at #19,
 Agree we do not want the tower at that spot. The idea of putting it where the existing tower is located seems reasonable.
 John Hersey

On Jun 24, 2019, at 11:43 AM, Shaun Marty [REDACTED] wrote:

Hi Rachelle

This is the second attempt for this tower at that location, the last attempt was just prior your arrival to Livingstone. We were persistent about having the tower relocated, and the tower was eventually erected on the commercial property siding highway 1 travelling west, just before you come down the last hill to Old Banff Coach Rd.

I have noticed that there is a tower that has been erected directly west of Livingstone, on a farmers field just east of RR 33, perhaps that's a location that might accommodate a second cell service, these towers have the ability to accommodate many antennas.

That said, we are also opposed to this proposed location, I think there's a better solution, and we are happy to join the effort to figure it out.

Shaun Marty
 [REDACTED]

On Jun 24, 2019, at 9:58 AM, Rachelle Starnes [REDACTED] wrote:

Dear All Stakeholders,

I am in complete agreement with Taylor Assen. Please let us know how we can ensure this tower does not get built in this location. **Do we need to put together a list of residents that oppose this by a certain date? Who do we send it to?**

I am a real estate agent representing many home owners for over 20 years in Springbank, and I also have a personal home on Livingstone Estates that will be greatly impacted by this cell tower. There is research being done in Europe suggesting that "living within 400 meters of a cell phone tower can cause developmental delays in

children" and we have many clients from Europe that bring devices measuring electromagnetic impact with them when viewing homes.

The property values of all of the homes in this area could be SEVERLY IMPACTED by the placement of this cell tower. It not only affects values and views, but could be a long term safety issue of the residents.

Please get back to us at your earliest opportunity as to how we can oppose the new location of this tower.

Best Regards,
Rachelle Starnes
RACHELLE STARNES



From: Taylor Assen [REDACTED]
Sent: June 24, 2019 9:25 AM
To: development@rockyview.ca; comments@landsolutions.ca;
Banff.Kananaskis@assembly.ab.ca; Shaun and Amanda Marty [REDACTED]
Rachelle Starnes [REDACTED]

Subject: Rogers Tower location

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We love our view, please do not impede it with your tower.

Taylor and Liisa Assen

Brenden Smith

From: Craig Smith [REDACTED]
Sent: June 13, 2019 6:34 PM
To: Comments
Subject: [EXTERNAL]Attn: David Zacher Re: Roger's Site W5613A Springbank Heights

Follow Up Flag: Follow up
Flag Status: Completed

Hi David,

The area of Springbank Heights lacks adequate modern and affordable internet services. If Roger's wants to secure public support for the proposed tower in this location, it should commit to providing affordable high speed internet via the new tower. I speak on behalf of many very frustrated residents.

Thank you,
Craig Smith
32048 Aventerra Rd, Calgary

Brenden Smith

From: Shaun Marty [REDACTED]
Sent: June 24, 2019 11:44 AM
To: Rachelle Starnes
Cc: Taylor Assen; development@rockyview.ca; Comments; Banff.Kananaskis@assembly.ab.ca; Anita Lindberg; dalidowicz; Pat and Shirley Kelly; Jin Xie; Sam Gallo; Amanda and Shaun Marty; Cam and Angie Maclean; Nancy Barnes; John and Charlene Simpson; Guy Heerema; Alison Smoole; Margaret and Denis Espetveidt; Joint; Norman and Rachelle Starnes; Erica Sharp and Bob Lock; Weldon and Pauline Dueck
Subject: [EXTERNAL]Re: Rogers Tower location
Follow Up Flag: Follow up
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Hi Rachelle

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I have noticed that there is a tower that has been erected directly west of Livingstone, on a farmers field just east of RR 33, perhaps that's a location that might accommodate a second cell service, these towers have the ability to accommodate many antennas.

That said, we are also opposed to this proposed location, I think there's a better solution, and we are happy to join the effort to figure it out.

Shaun Marty
 [REDACTED]

On Jun 24, 2019, at 9:58 AM, Rachelle Starnes [REDACTED] wrote:

Dear All Stakeholders,

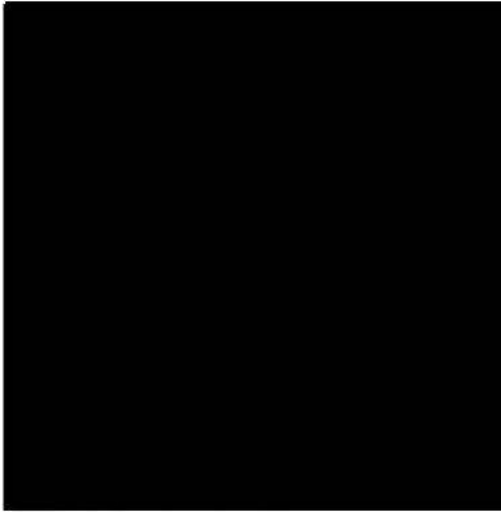
I am in complete agreement with Taylor Assen. Please let us know how we can ensure this tower does not get built in this location. **Do we need to put together a list of residents that oppose this by a certain date? Who do we send it to?**

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Best Regards,
Rachelle Starnes



From: Taylor Assen [REDACTED]

Sent: June 24, 2019 9:25 AM

To: development@rockyview.ca; comments@landsolutions.ca; Banff.Kananaskis@assembly.ab.ca;

Shaun and Amanda Marty [REDACTED]; Rachelle Starnes [REDACTED]

Subject: Rogers Tower location

Hello, my name is Taylor Assen. I live at 63 Livingstone Estate, T3Z1E1. I have an issue about the proposed location for the new Rogers cellular tower you are erecting in my backyard. I paid a premium for a mountain view, as did my neighbors. I am having a hard time wondering why you chose this location, which is neither close to the highway nor the new commercial development (Bingham Crossing). Instead you propose to erect the tower in our 2-4 acre residential area blocking our view of the mountains. I humbly suggest moving the needed tower South (closer to the highway). This will allow for easier access, it will also block fewer houses. Or if that isn't allowed as I don't know the regulations, push the tower further west so it only blocks 1-2 farms versus 40-50 homes.

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Taylor and Liisa Assen

From: [Shaun Marty](#)
To: [Comments](#)
Cc: [development@rockyview.ca](#); [Comments](#); [Banff.Kananaskis@assembly.ab.ca](#); [Rachelle Stames](#)
Subject: [EXTERNAL]Re: Rogers Tower location
Date: July 16, 2019 3:01:14 PM

Good afternoon

We live at 67 Livingstone Estate, and in response to the notification of proposed Rogers Tower location, I just want to go on the record to say that we would like to work with the cell tower company to find the best solution to their proposal. There is currently a Telus tower located approximately 400 meters north and west of the proposed tower location, perhaps this would be the better location for Rogers to fix their antennas to, or erect a second tower next to the Telus tower, which will eliminate popping up sporadically in our community.

I also noticed cell antennas, affixed to the utility lattice towers, siding Valley Ridge community, the towers that run thru the golf course, and wondering if we could propose that antennas be attached to the existing lattice utility towers already located in our community, and directly beside the proposed tower location?

There are many different options for antennas, reasonable and cost effective, and would serve 2 purposes: 1. Allow Rogers their antennas, and

2. Save us from having to stare at unsightly towers instead of the beautiful mountains.

Thanks for your consideration, and please feel free to contact me with any questions or concerns. I look forward to finding a solution that serves everyone best.

Shaun and Amanda Marty
67 Livingstone Estate

[REDACTED]

On Jun 24, 2019, at 9:24 AM, Taylor Assen [REDACTED] wrote:

Hello, my name is Taylor Assen. I live at 63 Livingstone Estate, T3Z1E1. I have an issue about the proposed location for the new Rogers cellular tower you are erecting in my backyard. I paid a premium for a mountain view, as did my neighbors. I am having a hard time wondering why you chose this location, which is neither close to the highway nor the new commercial development (Bingham Crossing). Instead you propose to erect the tower in our 2-4 acre residential area blocking our view of the mountains. I humbly suggest moving the needed tower South (closer to the highway). This will allow for easier access, it will also block fewer houses. Or if that isn't allowed as I don't know the regulations, push the tower further west so it only blocks 1-2 farms versus 40-50 homes.

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Taylor and Liisa Assen

ROCKY VIEW COUNTY SUBDIVISION AND DEVELOPMENT APPEAL BOARD

Board Order No.: 2019-SDAB-055

File No.: 05715001; PRDP20191527

Appeal by: Rogers Communications Inc. c/o LandSolutions LP

Appeal Against: Development Authority of Rocky View County

Hearing Date: 2019 October 30

Decision Date: 2019 November 13

Board Members: D. Kochan, Chair
K. Hanson
I. Galbraith
H. George
W. Metzger

DEVELOPMENT APPEAL DECISION

INTRODUCTION

[1] This is an appeal to the Rocky View County Subdivision and Development Appeal Board (the Board) from a decision of the Rocky View County Development Authority issued October 1, 2019. In this decision the Development Authority refused a development permit for a Commercial Communications Facility, Type C at 251147 Range Road 32 (the Lands).

[2] Upon notice being given, this appeal was heard on October 30, 2019 in Council Chambers of Rocky View County's County Hall, located at 262075 Rocky View Point, Rocky View County, Alberta.

DECISION

[3] The appeal is denied and the decision of the Development Authority is upheld. A development permit shall not be issued.

BACKGROUND

[4] On May 14, 2019, Rogers Communications Canada Inc. c/o LandSolutions LP (the Applicant) submitted a development permit application for a 45m lattice-style self-support telecommunications facility (Commercial Communications Facility Type C).

[5] The Lands are located at SE-15-25-03-W5M, located immediately north of Township Road 251A and 0.81 kilometres (1/2 mile) east of Range Road 33. The Lands are approximately 74.65 hectares (184.47 acres) in area and are owned by Elmar Augart.

[6] The Lands' land use designation is Ranch and Farm, which is regulated in section 43 of the Rocky View County, *Land Use Bylaw C-4841-97* [the *Land Use Bylaw*].

[7] On October 1, 2019, the Development Authority refused to grant a development permit on the following grounds:

- (1) The proposed Commercial Communications Facility, Type C exceeds the minimum setback from an existing dwelling requirement as defined in Section 3(c) of Procedure 308 – Guidelines to Evaluate Commercial Communications Facilities.

Discretionary: 500.00 m (1,640.42 ft.); Proposed: -150.00 m. (492.13 ft.)

- (2) The proposed Commercial Communications Facility, Type C exceeds the minimum setback from an existing Commercial Communications Facility requirement as defined in Section 3(c) of Procedure 308 - Guidelines to Evaluate Commercial Communications Facilities.

Discretionary: 2,000.00 m (6,561.68 ft.); Proposed: -1,000.00 m (3,280.84 ft.)

[8] On October 10, 2019, the Appellant appealed the Development Authority's decision. The Notice of Hearing was circulated to 171 adjacent landowners in accordance with the *Municipal Government Act*, RSA 2000, c M-26 and Rocky View County Council Policy C-327, *Circulation and Notification Standards*.

SUMMARY OF EVIDENCE

[9] The Board heard verbal submissions from:

- (1) Lisa Mrozek, Municipal Planner, for the Development Authority;
- (2) Sean MacLean, Planning and Development Supervisor, for the Development Authority;
- (3) Brendan Smith, LandSolutions LP for Rogers Communications, the Appellant;
- (4) Charles Gusa, in opposition of the appeal;
- (5) Val Finch, in opposition of the appeal;

[10] The Board received no letters in support of the appeal.

[11] The Board received three letters in opposition to the appeal from:

- (1) Taylor Assen
- (2) Joan Gusa
- (3) Shaun Marty

Development Authority's Submissions

[12] The proposed tower location is on the southwest corner of the parcel, with access off Township 251A, a gravel road.

[13] There is an Alta Link transmission line located to the north of the proposed tower location.

[14] The Federal Ministry is the approving authority for the development and operation of radio communication in Canada, however, Industry Canada requires in certain cases the local approving authority and the public must be consulted for input regarding proposed telecommunication antenna structures.

[15] The County assesses telecommunication facilities using Policy and Procedure 308.

[16] There is an existing dwelling 150 metres away from the proposed site; as well, the dwellings across Township Road 251A are only 200 metres away.

[17] Under Policy 308 it states that these facilities should be located at least 2000 metres from one another; however, there is an existing Telus tower 1000 metres away from the proposed site.

[18] The application was refused based on the proximity to the dwellings and due to the fact that it will cause undue impact to the adjacent properties.

[19] Leases are in place between the communications company and the land owners to maintain the towers. These lease agreements are not provided to the County.

[20] If this application is denied at the municipal level, the federal body can still potentially approve the tower.

[21] Securities are not a requirement for these types of applications and permits.

[22] The setback requirements for the installation of a telecommunications tower are different from that of proposed houses located in close proximity to an existing tower.

Appellant's Submissions

[23] Rocky View County guidelines are more stringent than the current federal guidelines for these types of developments.

[24] The proposed tower height of 45 metres is to allow the signal to reach other towers in the surrounding area. The height will also allow for potential co-location of other carriers' equipment on the tower, below 33 feet.

[25] The lattice style design of the tower allows for a less obstructive tower as you can see through the individual lattice elements.

[26] Aeronautical lighting is required on the tower by Transport Canada for the safety of the aircraft in the area. Transport Canada requires lighting or painting at the top of the tower as well as potentially mid-way for the planes. Red flashing lights will be visible during the day and at night; however, the lighting is minimal in terms of views from the ground due to shielding. There has been no response received by LandSolutions from the Springbank Airport, these responses would be provided directly to the County.

[27] The existing TELUS tower is too short and does not have space at heights that would meet Roger's network requirements (<9m).

[28] Mounting the antennas on the Alta Link transmission lines is unsafe and requires the power line to be de-energized prior to upgrading or performing maintenance on the equipment.

[29] The Canadian Radio-television and Telecommunications Commission considers it a basic right of Canadians to have access to high-speed wireless internet.

[30] All radio communication sites in Canada must comply with Health Canada's Safety Code 6 limits for radiofrequency energy.

[31] Rogers performs radio frequency energy analyses of its equipment and reports to ISED to ensure Safety Code 6 compliance throughout the lifetime of the telecommunications facility.

[32] In choosing the location for the tower, views of the adjacent landowners were considered.

[33] There is federal direction and policy that mandates the increase of competition between carriers, thereby needing more tower locations to provide service.

[34] The lease agreements include a clause that Rogers take down the facility and return the site to the condition it was prior to the installation of the tower. These agreements generally span over a 20-year period, and the lifespan of a tower is generally 20-40 years.

[35] If non-concurrence is issued Rogers and LandSolutions will need to go back to the drawing board and an alternative location for the tower will need to be found.

[36] In general, the Federal Government does not approve a facility if non-concurrence is issued from the municipality.

Charles Gusa Submissions

- [37] House is 400 feet from the tower and 100 feet from the east boundary of their lands.
- [38] The Telus tower is 100 feet to the north of their property, and seven cell towers can be seen from their yard.
- [39] The proposed 150-foot lattice style tower is ugly and reminiscent of a soviet style radio tower.
- [40] This is a circuit area for the planes from the Springbank airport he is unsure on why this is proposed for this site due to this. In fact, a helicopter crashed at the exact site of the proposed tower four years ago.
- [41] More towers are not needed at this point.
- [42] Felt as if the adjacent landowners were kept out of the loop with regards to this application, from both the County and Rogers.

Val Finch Submissions

- [43] Their lands are a half a mile east of the proposed tower.
- [44] This tower will just enhance the negative visual impact of all of the towers that are in the area.
- [45] Does not feel there is an issue with cell phone coverage in the area.

Appellant's Rebuttal

- [46] The proposed tower is needed for both new and existing customers.
- [47] Industry Canada does not look at need when looking at approving where a tower should or can be located.
- [48] It is beneficial to get the tower in and built prior to the area being built out, thereby increasing the need for services.
- [49] No tower or development will be perfect or liked by everyone.

Development Authority's Closing Comments

- [50] Health Canada notes that there is a possibility between the linkage of RF waves and cancer but it is believed that addition research is required.

Appellant's Closing Comments

- [51] The research done on the linkage between RF waves and cancer is inconclusive.

FINDINGS & REASONS FOR DECISION

[52] The Board finds it has the authority to make a decision on this matter pursuant to section 687(3)(d) of the *Municipal Government Act*.

[53] The Board reviewed all evidence and arguments, written and oral, submitted by the parties and focused on the most relevant evidence and arguments in outlining its reasons. The Board also considered the context of the proposed development, sound-planning considerations, the merits of the application, and all applicable legislation, plans, and policies.

[54] The Board acknowledges that there is opposition from the surrounding neighbours'. Additionally, the Board notes that there were letters of opposition received by LandSolutions when the original circulation was completed by LandSolutions.

[55] The Board notes that the location of the proposed tower is in contravention of Rocky View County's Policy and Procedure 308 with respect to the setback distance requirement from a residential dwelling. As well, the Board notes that the setback distance requirement from another structure of similar use has not been met.

[56] The Board finds that the proposed development, in accordance with applicable sections of the *Land Use Bylaw, Policy C-308 and Procedure 308 – Guidelines to Evaluate Commercial Communications Facilities*, and section 687 of the *Municipal Government Act*, does not comply with the land use policies of the current *Land Use Bylaw* and, if approved, would unduly interfere with the amenities of the neighbourhood, and would materially interfere with or affect the use, enjoyment or value of the neighbouring parcels of land.

CONCLUSION

[57] For the reasons set out above, the appeal is denied and the decision of the Development Authority is upheld. A development permit shall not be issued.

Dated at Rocky View County, in the Province of Alberta on November 13, 2019.



Don Kochan, Chair
Subdivision and Development Appeal Board

EXHIBIT LIST

DOCUMENTS PRESENTED AT THE HEARING AND CONSIDERED BY THE BOARD

NO.	ITEM
1.	Development Authority's Report to the Board (75 pages)
2.	Development Authority's Presentation to the Board (9 pages)
3.	Development Authority's Proximity Map (1 page)
4.	Appellant Presentation to the Board (13 pages)
5.	Townsend Report on the National Antenna Tower Policy Review (250 pages)



PLANNING AND DEVELOPMENT SERVICES

TO: Council
DATE: February 25, 2020 **DIVISION:** 1
TIME: Afternoon Appointment
FILE: 03913077 **APPLICATION:** PL20190156
SUBJECT: Bragg Creek Brewery Master Site Development Plan
NOTE: This application should be considered in conjunction with redesignation application PL20190157 (agenda item C-6).

POLICY DIRECTION:

This application was evaluated in accordance with the Municipal Development Plan and the Greater Bragg Creek Area Structure Plan.

EXECUTIVE SUMMARY:

The purpose of this application is to consider the proposed Bragg Creek Brewery Master Site Development Plan (MSDP), submitted in support of redesignation application PL20190157 also being considered at this Council meeting. That application proposes redesignation of the subject land from Hamlet Commercial District to Direct Control District to allow a Specialty Food and Beverage facility, Drinking Establishment, Hotel, Liquor Sales, Restaurant, Signs and other related uses at Lot 1, Block 6, Plan 1741 EW, SE-13-23-05-W05M.

The following is a summary of the application assessment:

- The proposed uses are consistent with the Greater Bragg Creek Area Structure Plan, and are consistent with what is currently allowed in the Hamlet Commercial District; however, the Applicants have yet to address outstanding items that are critical to the proposed development:
 - **Parking arrangement** The property is not sufficient in size to accommodate the number of parking stalls required for the proposed development (Required: minimum 37 stalls; proposed 22 stalls – See Appendix B for parking calculation).

The applicant proposed offsite-parking agreements with other properties in the hamlet. However, the proposed private agreement is not permanent and binding.

Parking is integral and necessary for the proposed development. The County has consulted legal counsel in regards to the proposed parking arrangement, and approving development with offsite parking using a private agreement could create risks for the County. If Council wishes to review the legal opinion in full, Administration recommends that Council may wish to review the legal opinion in camera.

If Council decides to allow the proposed offsite parking arrangement, it is recommended that a restrictive covenant and an easement be registered on title to ensure the proposed parking stalls would be available in at all times.
 - **Proposed Building Height and location:** Building height was one of the key considerations for the previous development permit appeal. The proposed building is three-stories tall and approximately 12.5 m in height (excluding the parapet wall).

Administration Resources

Johnson Kwan, Planning and Development Services



At the pre-application stage, the County suggested that the Applicants reduce the scale of the development and/or to relocate the building further south in order to mitigate the potential impacts to the adjacent landowner. The Applicant did not amend the MSDP to reflect the County's suggestions.

The original development permit was conditionally approved with the height relaxation, but was later appealed by the adjacent landowners. The Subdivision and Development Appeal Board later conditionally approved a two-storey building and require the Applicants to enter into an agreement with the adjacent landowner to construct a mutually agreed upon privacy fence for screening (Board Order No. 2019-SDAB-041).

The Applicant has re-applied for a three-storey building. The Subdivision and Development Appeal Board Order and Administration's suggestions were not taken into account in the proposed MSDP and the proposed Direct Control Bylaw.

Overall, the property's existing land use already allows the proposed uses in the MSDP and the Direct Control Bylaw. The Applicant has re-applied for the same proposal after receiving the Subdivision and Development Appeal Board Order, and opted not to address the key issues raised by the Appeal Board, the affected landowners, and Administration.

Approving the proposed MSDP and Direct Control District as presented could create risk for the County and would affect the appeal rights of the affected parties.

ADMINISTRATION RECOMMENDATION:

Administration recommends refusal in accordance with Option #2. If Council decides to approve the application, Option #1 is available.

DATE APPLICATION RECEIVED:	October 25, 2019
DATE DEEMED COMPLETE:	February 4, 2020

MSDP PROPOSAL (PL20190156):	To consider the Bragg Creek Brewery Master Site Development Plan to guide and evaluate the development of a Specialty Food and Beverage Facility, hotel, drinking establishment and other related uses.
LEGAL DESCRIPTION:	Lot 1, Block 6, Plan 1741EW, SE-13-23-05-W05M
GENERAL LOCATION:	Located in the hamlet of Bragg Creek, at the northwest junction of Balsam Avenue and River Drive North.
APPLICANT:	O2 Planning and Design (Brian Horton)
OWNERS:	2127145 Alberta Ltd.
EXISTING LAND USE DESIGNATION:	Hamlet Commercial District (HC)
PROPOSED LAND USE DESIGNATION:	Direct Control Bylaw
GROSS AREA:	± 0.427 acres
SOILS (C.L.I. from A.R.C.):	Class 5H, R70, 6W30 Very Severe limitations due to temperature, shallowness to bedrock, excessive wetness/poor drainage.



PUBLIC & AGENCY SUBMISSIONS:

The application was circulated to 384 adjacent landowners; with 19 letters received in opposition and 21 letters in support (see agenda item C-6; Division 1 – File: PL20190157). The application was also circulated to a number of internal and external agencies; those responses are available in Appendix 'A'.

HISTORY:

Oct 25, 2019	The Applicant re-applied for the Master Site Development Plan (PL20190156) and the proposed Direct Control Bylaw (PL20190157) for the same proposal without addressing any of the conditions imposed by the Subdivision and Development Appeal Board.
Sept 11, 2019	The Subdivision and Development Appeal Board conditionally approved the development permit (Board Order 2019-SDAB-041).
April 9, 2019	Both the Applicant and the adjacent landowner appealed the Development permit. The Applicant challenged the conditions imposed by the Development Authority, whereas the adjacent landowner challenged the conditional approval of the development.
March 19, 2019	Development Permit PRDP20184945 for General Industry Type I and II (Brewery), Hotel (21 room), Restaurant and Drinking Establishment, construction of a multi-use commercial building and signage, relaxation of the minimum side yard setback requirement and relaxation of the maximum height requirement was conditionally approved.
April 6, 2017	Land Use application (PL20170055) to redesignate the subject property from Hamlet Residential Single Family District to Hamlet Commercial Districts was approved by Council.

POLICY ANALYSIS:

According to the County Plan, a Master Site Development Plan (MSDP) is a non-statutory plan that is adopted by Council resolution. The MSDP addresses building placement, landscaping, lighting and architectural treatment. The plan emphasis is on site design with the intent to provide Council and the public with a clear idea of the final appearance of the development.

The proposed MSDP addresses building placement and setbacks, building height and general architectural appearance, lighting, landscaping, servicing, traffic impact and parking. The applicant also provided a summary of the community consultation for information.

CONCLUSION:

The Master Site Development Plan has been evaluated in accordance with the Greater Bragg Creek Area Structure Plan and the Land Use Bylaw.

The subject land is located within the Greater Bragg Creek Area Structure Plan's hamlet core. The proposed uses are consistent with the desirable uses identified in the Area Structure Plan, and are consistent with what is currently allowed in the Hamlet Commercial District; however, the Applicants have yet to address outstanding items that are critical to the proposed development (i.e. Parking).

If Council decides to allow the proposed offsite parking arrangement, it is recommended that a restrictive covenant and an easement be registered on title.



OPTIONS:

- Option #1: THAT the Bragg Creek Brewery Master Site Development Plan be approved as presented in Appendix C.
- Option #2: THAT application PL20190156 be refused.
- Option #3: THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

“Theresa Cochran”

“Al Hoggan”

Executive Director
Community Development Services

Chief Administrative Officer

JKwan/llt

APPENDICES:

APPENDIX ‘A’: Application Referrals

APPENDIX ‘B’: Parking Calculation

APPENDIX ‘C’: Bragg Creek Brewery Master Site Development Plan

APPENDIX ‘D’: Map Set



APPENDIX A: APPLICATION REFERRALS

AGENCY	COMMENTS
<i>Province of Alberta</i>	
Alberta Transportation	<p>Alberta Transportation has no issues or concerns with the proposed land redesignation and Master Site Development Plan. However, in reviewing the application, the proposed development falls within the control distance of a provincial highway as outlined in the Highways Development and Protection Act/ Regulation, and will require a roadside development permit from Alberta Transportation at the development stage.</p>
Alberta Health Services	<p>Health Approval</p> <ul style="list-style-type: none"> Alberta Health Services (AHS) requires that building plans specific to any food outlets in the facility be sent to us for our approval. If there will be any swimming facilities in the hotel, such as a pool or hot tubs, these plans must also be submitted to AHS for our approval. Building plans for these facilities should be forwarded to our department for approval before the building permit is granted. This will ensure that the proposed facilities will meet the requirements of the Public Health Act and its regulations. Please note that health approval of facilities as noted above are required after final construction, but before the facilities are operational. <p>Other Agency Approvals</p> <ul style="list-style-type: none"> If the applicant has not already done so, they will need to apply for a Class E License from Alberta Gaming, Liquor and Cannabis to construct and operate the micro-brewery. <p>Water and Wastewater Services</p> <ul style="list-style-type: none"> AHS understands that the proposed development will be serviced by the local municipal water and wastewater systems operated by the County of Rocky View. The County must ensure that their water and waste water systems will be capable of handling the expected increase in flows if this development proceeds. <p>Decommissioning Wells</p> <ul style="list-style-type: none"> Any existing water wells on the subject site, if no longer used, must be decommissioned according to Alberta Environment & Parks standards and regulations. <p>Solid Waste Management</p> <ul style="list-style-type: none"> AHS would like clarification on the solid waste management plan for the proposed facility. Waste materials from the brewing process, the food operations and the hotel must all be managed in a manner that will not create a nuisance either on-site or off-site.



AGENCY	COMMENTS
	If any evidence of contamination or other issues of public health concern are identified at any phase of development, AHS wishes to be notified.
Internal Departments	
Recreation, Parks and Community Support	PL20190156 (MSDP) <ul style="list-style-type: none"> Recognizing the use of the location for commercial purposes, and the inventory of 21 on-site parking stalls; the proponent is asked to indicate how snow storage (snow piles) resulting from onsite snow plowing during winter months will be accommodated- either through use of parking stalls to store snow or if removal to an offsite location. Rendering indicates bicycle parking on site. The proponent is asked how this development will provide connectivity to the active transportation network to accommodate pedestrian and cyclist movement to and from the location.
Building Services	<p>At the preliminary review, the items below must be addressed:</p> <ul style="list-style-type: none"> Confirm height calculation Complete Code Analysis Water supply for firefighting 3.2.5.7 Alberta Building Code Access route to meet 3.2.5.6 Alberta Building Code Confirm flood elevation Barrier free design, must address all requirements of 3.8 of Alberta Building Code, currently barrier free parking, washrooms do not meet requirements Existing drawing does not meet Alberta Building Code requirements for number of exits required, 2 exits required from public corridors.
Fire Services & Emergency Management	<ul style="list-style-type: none"> Please ensure that water supplies and hydrants for the development are sufficient for firefighting purposes. Dependent on the occupancies, the Fire Service recommends that the buildings be sprinklered, if applicable, as per the Alberta Building Code. Please ensure that access routes are compliant to the design specified in the Alberta Building Code and RVC's servicing standards. Please show that the entrance is a minimum of 6 m in width and that the access route has 12 m centerline turning radius.
Planning and Development Services - Engineering	General <ul style="list-style-type: none"> The review of this file is based upon the application submitted. These conditions/recommendations may be subject to change to ensure best practices and procedures. The subject lands are fully serviced by piped water and wastewater. The subject lands, purchased water and wastewater capacity under the Bragg Creek Local Improvement Tax and the current allocation is



AGENCY	COMMENTS
	<p>approximately 1m³/day average day demand for water and wastewater.</p> <ul style="list-style-type: none"> • <u>Prior to the issuance of future DP</u>, the applicant shall submit a Construction Management Plan, prepared by a qualified professional, addressing noise mitigation measures, traffic accommodation, sedimentation and dust control, management of stormwater during construction, erosion and weed control, construction practices, waste management, firefighting procedures, evacuation plan, hazardous material containment and all other relevant construction management details. <p>Geotechnical:</p> <ul style="list-style-type: none"> • The applicant submitted a Geotechnical Investigation Report (E2K Engineering Ltd. – November 29, 2018), which gives recommendations for site grading, compaction, pavement structures, utilities and building construction. <ul style="list-style-type: none"> ○ <u>Prior to issuance of future DP</u>, the applicant/owner shall provide a revised geotechnical report conducted and stamped by a professional engineer that provides recommendations to support the proposed stormwater management infrastructure. ○ <u>As a permanent condition to future DP</u>, if any areas will have a fill depth greater than 1.2m, the applicant shall submit a deep fills report. <p>Transportation:</p> <ul style="list-style-type: none"> • In accordance with the Greater Bragg Creek Area Structure Plan (GBCASP) 6.2.5, a traffic impact assessment shall be prepared in support of subdivision and/or developments to evaluate vehicular and pedestrian traffic. • The applicant has submitted a Trip Generation Exercise (Bunt & Associates - March 31, 2017). <ul style="list-style-type: none"> ○ It was determined the development will generate 19 AM peak hour trips and 18 PM peak hour trips. It was concluded that this amount of traffic generation is not significant enough to reduce the level of service on the adjacent road network and does not warrant a full Transportation Impact Assessment. • Due to the proposed developments close proximity to the Hamlet Core and Balsam Avenue pathway, pedestrian traffic can be easily accommodated. • In accordance with the Land Use Bylaw (section 30 & schedule 5) the development requires 54 parking stalls. However, the proposed site plan only accommodates 21 parking stalls. • The applicant submitted a Parking Study (Bunt & Associates – November 21, 2018) to justify a relaxation of the parking requirements of the Land Use Bylaw and utilize offsite parking. This study concludes



AGENCY	COMMENTS
	<p>that 38 stalls would be adequate for this development. However, 21 onsite stalls and 42 overflow stalls are provided.</p> <ul style="list-style-type: none"> ○ This study notes that the County LUB requires 54 onsite parking stalls, but provides alternative estimates of the parking requirements, based on historical data collected Bunt & Associates. The study writer concludes that 38 total parking stalls would be adequate for the proposed development, due to the mixed-use nature of the development. ○ The Parking Study identifies 2 additional sites within the Hamlet Core and 1 within Tsuut'ina Nation that may be used for brewery overflow parking. These sites are: <ul style="list-style-type: none"> ▪ Kevin Onespot Site: located at the NE corner of Balsam Ave and Burnside Dr with 34 stalls available for the Brewery at all times, subject to 24hrs notice. ▪ Chad Fehr Professional Corporation: located at 16 Balsam Ave with 4 stalls available between 5:00pm and 8:30am Mon-Fri and 24hrs a day Saturday and Sunday. ▪ Bragg Creek Physio Therapy: located at 24 Balsam Ave with 4 stalls available Saturday and Sunday. • <u>Prior to issuance of DP</u>, the owner shall enter into easement agreements combined with restrictive covenants with the landowners providing offsite parking for the proposed development to be registered on title. • <u>Prior to issuance of future DP</u>, the applicant shall contact County Road Operations to determine if a Road Use Agreement is required. • <u>Prior to issuance of future DP</u>, the applicant shall upgrade the existing road approach, to the satisfaction of the County, should upgrades to the road approach be required as determined by the County. • <u>Prior to issuance of future DP</u>, the applicant is required to provide payment of the Transportation Off-site Levy in accordance with the applicable levy at time of Development Permit approval, for the total gross acreage of the lands. <p>Sanitary/Waste Water:</p> <ul style="list-style-type: none"> • In accordance with GBCASP 6.1.1, developments within hamlet service area shall use strategies that promote efficient use of water resources. The applicants have demonstrated compliance with this policy through their plans to implement an onsite treatment system which will reduce water used for brewing operations and improve quality of wastewater discharged into the municipal system. • The applicant/owner is proposing to submit detailed drawings for the required infrastructure upgrades at the building permit stage.



AGENCY	COMMENTS
	<ul style="list-style-type: none"> • The County does not support this proposal since the purpose of the development permit is to ensure that adequate servicing is provided to the subject lands and to enter into a development agreement should upgrades be required to support the proposed development. As a result, it is necessary that detailed design drawings be provided at the development permit stage. The County is not authorized to require servicing upgrades and/or to enter into development agreements at the building permit stage. The County is not permitted to withhold the issuance of building permits if the proposed buildings are in compliance with the relevant building codes. • <u>Prior to issuance of future DP</u>, the applicant/owner shall provide a water and wastewater servicing assessment, prepared by a qualified professional, to determine the water demands and wastewater generation of the proposed development. This shall be based on the full buildout of the development. The wastewater study shall be to the County's satisfaction and shall include (but is not limited to): <ul style="list-style-type: none"> ○ This assessment shall include further information on the pre-treatment system that shall be provided, including details of the strength and composition of wastewater that will be discharged into the Bragg Creek Wastewater Collection System. ○ It shall be demonstrated that wastewater released from the development shall not be over strength in accordance with the terms of the Water & Wastewater Utilities Bylaw (C-7662-2017). ○ The applicant has indicated that they intend to use an ECONSE Bru Clean System for onsite pretreatment for wastewater. • As the existing water and wastewater utilities main connections and service connections and lift station to the subject lands have been sized for a residential land use, it must be determined if upgrades are required to meet the increased demands of the proposed development. If the water and wastewater servicing assessment determines that the capacities required are beyond that which can be provided by the existing connections, the applicant shall be required to construct appropriately sized & designed water and wastewater utilities main connections, service connections, and lift station. All work shall be done in accordance with the County Servicing Standards and the Water & Wastewater Utilities Bylaw (C-7662-2017), including: <ul style="list-style-type: none"> ○ <u>Prior to issuance of future DP</u>: ○ If an upgraded utilities main connection, service connection to sanitary sewer within the River Drive North right-of-way as well as a new lift station is required, the applicant shall submit engineered design drawings of the connections and proposed lift station for review by the County. Written approval of the design drawings shall be obtained from the Manager of Utility Services prior to construction commencement.



AGENCY	COMMENTS
	<ul style="list-style-type: none"> ○ If an upgraded sanitary utilities main connection, service connection, and lift station are required, the applicant will be required to provide the necessary security for the tie-in to the existing sanitary sewer, based on estimated construction costs prepared by a qualified professional. ○ As a test manhole is required for wastewater sampling, the applicant is required to provide a design drawing showing the location of the sanitary sewer service connection and test manhole for the County's review and approval. The test manhole must be located in the gravity portion of the sanitary sewer service connection (upstream of the lift station), as close as practically possible to the east property line, in an easily accessible area. ○ Should the servicing assessment demonstrate that upgrades to County infrastructure are warranted, the applicant/owner shall enter into a development agreement to complete the upgrades. ○ <u>Prior to occupancy of future DP:</u> ○ After approval of the utilities main connection and service connection designs by the Manager of Utility Services, the applicant shall provide 14 days written notice to the County prior to utility construction commencing. The applicant shall arrange to have County personnel present to supervise construction at their expense, in accordance with the County's Water & Wastewater Utilities Bylaw (C-7662-2017). ○ All utility construction shall be to the satisfaction of the County. ○ All ground disturbances shall be restored to pre-existing or superior conditions, to the satisfaction of the County. ○ All engineering and construction costs shall be borne by the applicant/owner. <ul style="list-style-type: none"> • <u>Prior to issuance of future DP</u>, the Applicant/Owner shall enter into an access easement or utility right-of-way agreement with the County, to allow the County representatives to enter the subject lands and access the test manhole to obtain samples to verify that wastewater is in compliance with the County's Water & Wastewater Utilities Bylaw (C-7662-2017). • <u>Prior to issuance of future DP</u>, the applicant shall enter into a Customer Servicing Agreement with the County, for the water and wastewater utility services provided to the subject lands. • <u>Prior to occupancy of future DP</u>, the applicant shall purchase additional wastewater capacity required to service the development, as determined by the water & wastewater servicing assessment, in accordance with the County's Master Rates Bylaw (C-7751-2018), as amended.



AGENCY	COMMENTS
	<ul style="list-style-type: none"> • <u>Prior to occupancy of future DP</u>, the applicant shall submit as-built drawings of the site that are certified by a professional engineer. The as-built drawings shall include verification of as-built sanitary infrastructure and test manhole. • <u>As a permanent condition of future DP</u>, water and wastewater volumes used by the development shall be within the amounts allocated to the subject lands, and all overages shall be billed in accordance with the Mater Rates Bylaw (C-7751-2018) and the Water & Wastewater Utilities Bylaw (C-7662-2017). Wastewater released from the development found to be overstrength shall be subject to overstrength wastewater surcharge specified within the Master Rates Bylaw and the Water & Wastewater Utilities Bylaw. <p>Water Supply And Waterworks:</p> <ul style="list-style-type: none"> • In accordance with GBCASP 6.1.1, developments within hamlet service area shall use strategies that promote efficient use of water resources. The applicants have demonstrated compliance with this policy through their plans to implement an onsite treatment system which will reduce water used for brewing operations and improve quality of wastewater discharged into the municipal system. • The applicant/owner is proposing to submit detailed drawings for the required infrastructure upgrades at the building permit stage. <ul style="list-style-type: none"> ○ The County does not support this proposal since the purpose of the development permit is to ensure that adequate servicing is provided to the subject lands and to enter into a development agreement should upgrades be required to support the proposed development. As a result, it is necessary that detailed design drawings be provided at the development permit stage. The County is not authorized to require servicing upgrades and/or to enter into development agreements at the building permit stage. The County is not permitted to withhold the issuance of building permits if the proposed buildings are in compliance with the relevant building codes. • <u>Prior to issuance of future DP</u>, the applicant shall provide a water and wastewater servicing assessment, prepared by a qualified professional to determine the water demands and wastewater generation of the proposed development. This shall be based on the full buildout of the development. • As the existing water and wastewater utilities main connections and service connections to the subject lands have been sized for a residential land use, it must be determined if upgrades are required to meet the increased demands of the proposed development. If the water and wastewater servicing assessment determines that the capacities required are beyond that which can be provided by the existing connections, the applicant shall be required to to construct appropriately sized & designed water and wastewater utilities main



AGENCY	COMMENTS
	<p>connections & service connections. All work shall be done in accordance with the County Servicing Standards and the Water & Wastewater Utilities Bylaw (C-7662-2017), including:</p> <ul style="list-style-type: none"> ○ <u>Prior to issuance of future DP:</u> ○ If an upgraded utilities main connection and service connection to the water main within the River Drive North right-of-way is required, the applicant shall submit engineered design drawings of the connections for review by the County. Written approval of the design drawings shall be obtained from the Manager of Utility Services prior to construction commencement. ○ If an upgraded water utilities main connection and service connection is required, the applicant will be required to provide the necessary security for the tie-in to the existing water main, based on estimated construction costs prepared by a qualified professional. ○ Should the servicing assessment demonstrate that upgrades to County infrastructure are warranted, the applicant/owner shall enter into a development agreement to complete the upgrades. ○ <u>Prior to occupancy of future DP:</u> ○ After approval of the utilities main connection and service connection designs by the Manager of Utility Services, the applicant shall provide 14 days written notice to the County prior to utility construction commencing. The applicant shall arrange to have County personnel present to supervise construction at their expense, in accordance with the County's Water & Wastewater Utilities Bylaw (C-7662-2017). ○ All utility construction shall be to the satisfaction of the County. ○ All ground disturbances shall be restored to pre-existing or superior conditions, to the satisfaction of the County. ○ All engineering and construction costs shall be borne by the applicant/owner. <ul style="list-style-type: none"> • <u>Prior to issuance of future DP</u>, the applicant shall enter into a Customer Servicing Agreement with the County, for the water and wastewater utility services provided to the subject lands. • <u>Prior to issuance of future DP</u>, the applicant shall confirm the location and volume of an onsite water reservoir to be used for fire suppression. <ul style="list-style-type: none"> ○ The applicant has indicated that they intend to use the municipal water system for fire suppression. The applicant has been made aware in the past that the Bragg Creek Water distribution system is not capable of providing water pressures for fire suppression. Therefore, any fire suppression systems



AGENCY	COMMENTS
	<p>required by the building code must be accommodated with onsite storage and pressurization.</p> <ul style="list-style-type: none"> • <u>Prior to occupancy of future DP</u>, the applicant shall purchase additional water capacity required to service the development, as determined by the water & wastewater servicing assessment, in accordance with the County's Master Rates Bylaw (C-7751-2018), as amended. • <u>Prior to occupancy of future DP</u>, the applicant shall submit as-built drawings of the site that are certified by a professional engineer. The as-built drawings shall include verification of as-built water infrastructure. • <u>As a permanent condition of future DP</u>, water and wastewater volumes used by the development shall be within the amounts allocated to the subject lands, and all overages shall be billed in accordance with the Mater Rates Bylaw (C-7751-2018) and the Water & Wastewater Utilities Bylaw (C-7662-2017). <p>Storm Water Management:</p> <ul style="list-style-type: none"> • As part of the MSDP application, the applicant/owner submitted a preliminary storm water management plan conducted by Richview Engineering Inc. dated January 31, 2019. <u>Prior to issuance of future DP</u>, the applicant/owner shall provide a detailed stormwater management plan that includes a detailed report and supporting detailed engineering drawings. The detailed report and drawings shall: <ul style="list-style-type: none"> ○ Clearly outline all assumptions (including but not limited to historical rainfall data, percentages of impervious/pervious surface, surface perviousness coefficients), model inputs and outputs, and provide recommendations. The analysis shall include a single event analysis and continuous model analysis in accordance with the County Servicing Standards; ○ Demonstrate that the recommended infrastructure conforms to the Bragg Creek Master Drainage Plan (BCMDP). The critical requirements of the Bragg Creek Master Drainage Plan are to incorporate LID practices to manage stormwater onsite and limit the runoff release rate to 6L/s/ha and ensure that post-development runoff volumes do not exceed pre-development runoff volumes. The report shall comment on pre and post-development water quality targets, release rates, and runoff volume control targets and identify the type of pond being proposed and discharge location(s); ○ Be consistent and in conformance with other project documents, such as the accepted revised geotechnical report and the project plans (the project plans indicate that the parking surface is asphalt when the stormwater report indicate that it is gravel);



AGENCY	COMMENTS
	<ul style="list-style-type: none"> ○ Demonstrate how any negative impacts to the Elbow River will be mitigated both during and post construction, in accordance with County Policy 419: Riparian Land Conservation and Management; ○ Stamped detailed design drawings that provide detailed design and construction information of the proposed infrastructure (i.e. materials of berm and pond, labelling of NWL and HWL, side slopes, height of berm relative to finished grade, pond dimensions and depth, permanent pond depth, etc) and clearly delineate the proposed infrastructure and demonstrate that all proposed infrastructure is contained within the owner's property. The drawings will include site grading information, and give consideration to the adjacent berm construction for the Bragg Creek Flood Mitigation Project. ○ Alberta Environment approvals may be required if any stormwater ponds are required.
	<ul style="list-style-type: none"> • The applicant has submitted an ESC Plan (Richview Engineering Inc. – November 18, 2018). <ul style="list-style-type: none"> ○ <u>Prior to issuance of future DP</u>, the applicant/owner shall provide a modified ESC plan, conducted and stamped by a professional engineer, if warranted by the County, to consider and include mitigation measures for the construction of the upgrades to the water and wastewater system and any changes resulting from the accepted detailed stormwater management plan, to the satisfaction of the County. ○ <u>As a permanent condition of future DP</u>, the applicant shall adhere to the recommendations of the final ESC Plan accepted by the County. • <u>Prior to occupancy of future DP</u>, the applicant shall submit as-built drawings of the site that are certified by a professional engineer. The as-built drawings shall include verification of as-built stormwater management infrastructure.
	<p><u>Environmental:</u></p> <ul style="list-style-type: none"> • <u>As a permanent condition of future DP</u>, any approvals required through Alberta Environment shall be the sole responsibility of the Applicant/Owner.
Transportation Services	<ul style="list-style-type: none"> • Applicant to be reminded staff and clientele parking is restricted on onsite only. Any onsite exterior lighting to be 'dark sky' compliant.
Capital Project Management	<ul style="list-style-type: none"> • The county potable water infrastructure in the hamlet cannot support fire suppression. Confirm fire suppression requirements with Building Services.



AGENCY	COMMENTS
Utility Services	<ul style="list-style-type: none"> Stormwater management should be prepared by a stormwater professional and in accordance with the County's Servicing Standards Parking – Auxiliary Parking Agreements have a 30 days' cancellation clause. Building on a floodplain – even though a berm will be constructed, the developed lands on the property still have to be constructed above the 1:100-year flood elevation as required in the County Land Use Bylaw. <ul style="list-style-type: none"> The existing water service is 25 mm (1"), as this was a residential lot, we are not certain that this is sufficient for the proposed activities. Commercial lots in Bragg have 50 mm (2") water services, up-sizing shall need to be incorporated. Water servicing to be in accordance with the County's Water and Wastewater Utilities Bylaw C-7662-2017 as amended. The concept of basing their water demand at 1 m³/day and figuring out what the actual demand is after one year is problematic. The applicant should be required to provide a water demand analysis prior to development permit in order that proper service line sizing and water meter sizing can be determined and incorporated. The submission mentions having a water connection for fire suppression, this must be in reference to an underground cistern to hold fire-flows volumes for this building, as the County water distribution system is incapable of providing this. The size and location of the cistern is not provided. The existing on-site wastewater lift station is a single pump, the commercial sites in Bragg Creek have dual pump lift stations, and all these still use the 38mm (1.25") service line. We do not see placement of the lift station on the conceptual design, nor do we see a location for the on-site wastewater pre-treatment. It is recommended that there be a requirement in the Conceptual scheme for pretreatment and for having a sampling manhole between the on-site treatment and the lift station so monitoring can be performed. Pre-treated wastewater discharging to the County system needs to meet the requirements as outlined in the Water and Wastewater Utilities Bylaw C-7662-2017 as amended. It is noted in the conceptual scheme that "wastewater from the facility will comply with Rocky View County Land Use Bylaw (C-4841-97) in terms of BOD, COD and TSSs." Wastewater servicing should comply with the County's Water and Wastewater Utilities Bylaw C-7662-2017 as amended, instead of, or in addition to, Land Use Bylaw. C-4841-97.

Circulation Period: October 29, 2019 to November 20, 2019

Agencies that did not respond, expressed no concerns, or were not required for distribution, are not listed.



APPENDIX B: PARKING CALCULATION

Calculation based on existing Land Use Bylaw C-4847-91

- Section 30.1 (b): The minimum number of off-street vehicle, motor parking stalls required for each use class is specified in the Parking Schedule (Schedule 5). Where the use is not listed in Schedule 5 of this Bylaw, the number of spaces shall be determined by the Development Authority, having regard for similar uses listed in Schedule 5 and the estimated traffic generation and attraction of the proposed use.

Extract from Existing Land Use Bylaw Schedule 5

- Accommodation, Hotel:**
 - 1 parking stall per sleeping unit, plus;
 - 1 parking stall per each 10 units for employees, plus;
 - 1 parking stall per 3 seats of any associated Eating Establishment, plus;
 - 1 parking stall per 2 seats of any associated Drinking Establishment.
- General Industrial:** 1 stalls per 100 sq. m (1,076.4 sq. ft.) gross floor area.
- Community Building, Multi-Purpose:** 12 stalls per 100 sq. m (1,076.4 sq. ft.) gross floor area.

- Number of Parking Stalls required: Minimum 54 stalls in total**

Parking for Hotel Accommodation 1 per sleeping unit x 21 units, plus 1 per each 10 units for employee	Minimum 23 stalls required
Parking for Drinking Establishment 1 per 3 seats of any associated Eating Establishment, plus 1 per 2 seats of any associated Drinking Establishment.	Minimum 20 stalls required
Community Event Space 12 stalls per 100 sq. m gross floor area for x ± 74 sq. m	Minimum 9 stalls required
General Industrial (Brewery Operation) 1 per 100 sq. m gross floor area for General Industrial – Brewery x ± 177 sq. m Brewery related spaces	Minimum 2 stalls required



ROCKY VIEW COUNTY

- **Number of Parking Stalls Proposed on site: 22 stalls**
 - The original site plans (A 1.2b prepared by STARK architect, dated November 30, 2018) illustrates 23 stalls provided on site. One parking stall facing River Drive North was subsequently removed to accommodate Fire Truck access as per discussion with Emergency and Fire Services.

Calculation based on proposed New Land Use Bylaw C-8000-2020

Onsite Parking and Loading

- Provision 231 Where any development is proposed, parking shall be provided and maintained by the owner in accordance with the requirement of the Bylaw.
- Provision 232 Barrier free parking stalls are intended for use by mobility-reduced persons and shall be included in the calculation of the applicable minimum parking requirement.
- Provision 237 Where a calculation does not yield a whole number the required number of spaces shall be rounded down to the next whole number

Extract from Proposed New Land Use Bylaw Table 5 –Parking Minimums

- **Hotel/Motel:** 3 parking stalls required plus 1 parking stall per guest room
- **Establishment (Drinking):** 5 parking stalls required per 100 m² gross floor area
- **Alcohol Production:** 1 per 100 m² gross floor area

- **Number of Parking Stalls required: Minimum 37 stalls in total**

Parking for Hotel Accommodation 3 parking stalls required plus 1 parking stall per guest room x 21 rooms	Minimum 24 stalls required
Parking for Drinking Establishment 5 parking stalls required per 100 m ² gross floor area x 240 m ²	Minimum 12 stalls required
Alcohol Production 1 per 100 sq. m gross floor area x ± 177 sq. m Brewery related spaces	Minimum 1 stall required



- **Number of Parking Stalls Proposed on site: 22 stalls**
 - The original site plans (A 1.2b prepared by STARK architect, dated November 30, 2018) illustrates 23 stalls provided on site. One parking stall facing River Drive North was subsequently removed to accommodate Fire Truck access as per discussion with Emergency and Fire Services.

Calculation based on Applicant's Parking Assessment

- Land Use Bylaw C-4841-97, Section 30.1 (f) to facilitate the determination of parking requirements, a Parking Assessment, prepared by a qualified person, may be submitted to the Development Authority to document the parking demand and supply characteristics associated with the proposed development. The Development Authority shall not be bound by any recommendations of such as a Parking Assessment.
- The Applicant submitted a Parking Study prepared by Bunt & Associates, dated November 21, 2018, to justify the adequacy of the proposed parking supply and any mitigation measures that would be used to accommodate any overflow parking should one occur. Section 1 of the Parking study noted that:
 - It is the traffic consultant's opinion that the site would not need 54 stalls for its operations and that the bylaw requirement is excessive for this modest development in a hamlet of approximately 600 people.
 - The bylaw parking requirement would mean up to 20% of the hamlet's population would be at this development, which is highly unlikely.
- As a result of the estimated bylaw deficit, Bunt & Associates completed a need analysis based on industry standard and their database, based on bigger population's parking demand (Section 2 of the Parking Study). Summary of the consultant's parking calculation is illustrated in the following table:

Table 3: Parking Need Based First Principles and Bunts Database

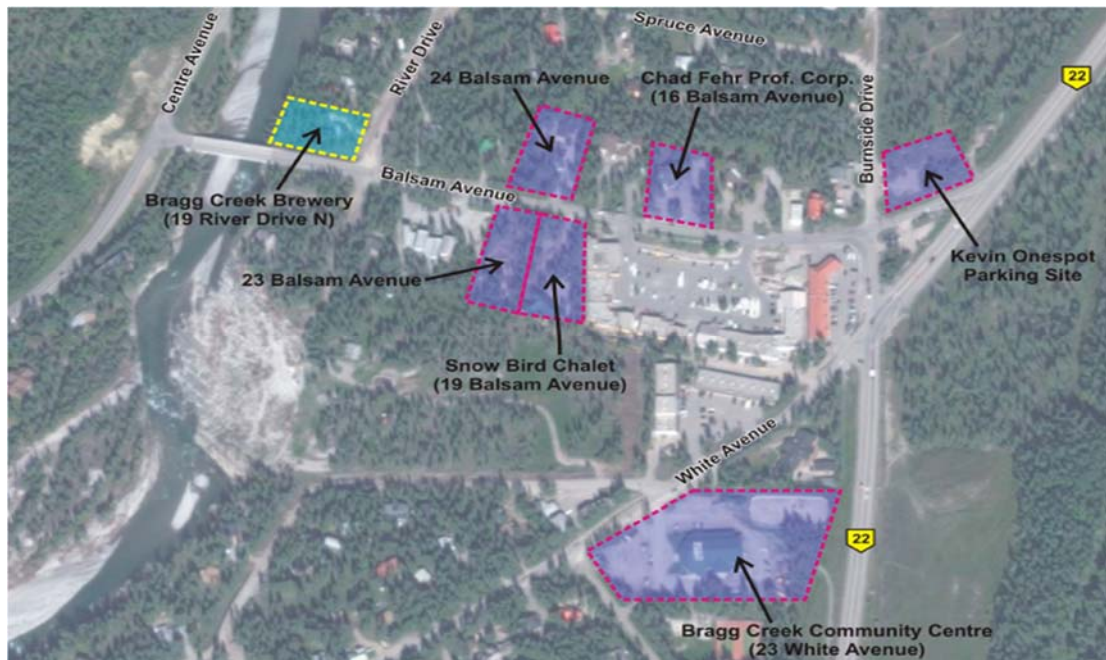
Use	Size	Expected Parking Ratio	Parking Need
Hotel	21 Rooms (Optimistic occupancy is 72% therefore, the max that can be occupied is 15 rooms) ¹	1 stall/occupied room	15
Restaurant	166 m ² GFA (60 seats)	10 stall/ 100 m ² GFA ²	17
Brewery	177 m ² GFA (3 employees) ³	1 stall/employee	3
Community Event Space	74 m ² GFA	10 stalls/100 m ² (same as restaurant) ⁴	8
TOTAL			43
SUPPLY (Onsite)			23
SURPLUS/(DEFICIT)			(20)

- The consultant stated that assuming there is no synergetic use of parking spaces between the four uses; the maximum parking that would be needed is 43 stalls (based on their methodology). This would lead to a parking need deficit of 20 stalls.



- The consultant indicated that the Applicant has entered into a parking agreement with three businesses within walking distance of the proposed development. The arrangement covers those times of the day when the proposed development's parking demand is at its peak (weekdays after 5pm and all weekends).
- The consultant indicated the three-offsite parking spaces with signed agreement will supply 42 overflow stalls, which is sufficient to mitigate any bylaw parking shortage. The following figure illustrates the location of the proposed offsite parking locations relative to the location of the proposed development.

Figure 1 - Offsite Parking Location



- The consultant concluded that the bylaw parking requirement seems excessive for the proposed site, especially given its location and its mixed-use operation. A parking need analysis and shared parking review confirm that between 35-38 stalls would be adequate to service the site under the best demand condition.

Bragg Creek Brewery

Master Site Development Plan

February 2020



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Prepared for the
Bragg Creek Brewery

Prepared by
O2 Planning + Design



1 Introduction

This Master Site Development Plan supports the current Direct Control land use redesignation and development permit applications for the Bragg Creek Brewery. The proposed development will include a craft micro-brewery, small restaurant/taproom, coffee roaster and boutique Inn within the Hamlet of Bragg Creek.

The intent of this document is to establish expectations regarding how the proposed development will be implemented within the context of Rocky View County's municipal policies and development regulations. Herein, the project vision, rationale, and area context are established, in addition to a detailed explanation of the development's conformance with Rocky View's policy framework. The existing conditions of the property are described in conjunction with a detailed development concept that incorporates an analysis of the architectural design and landscaping, transportation and parking impacts, utility servicing, stormwater management, and extensive community consultation for this project. We are excited to be taking this step forward in partnership with Rocky View County.

2 Project Vision + Rationale

Bragg Creek is a place where people come to recreate, socialize, and rejuvenate in a beautiful mountain setting. Rocky View County and Bragg Creek residents have realized the potential that comes with this unparalleled setting, establishing an ambitious vision and policy framework for Bragg Creek's revitalization. Bragg Creek Brewery believes in this vision and is excited to establish a world-class, multi-use commercial facility within the Hamlet. Acting as a catalyst for the County's revitalization plans, Bragg Creek Brewery will animate and activate Balsam Avenue, taking advantage of an underutilized parcel on the main commercial street in the Hamlet Core area. Rocky View County Council has previously supported this development, and Bragg Creek Brewery now seeks affirmation of their support through this Master Site Development Plan and associated land use redesignation and development permit.

Bragg Creek Brewery aspires to become a strong corporate citizen of Rocky View County, and is committed to making this project an integral part of Bragg Creek's ongoing economic renaissance.



Figure 01: Architectural Rendering of the Bragg Creek Brewery

3 Area Context

The Bragg Creek Brewery project site is a corner lot with frontage on River Drive North and Bragg Creek's main commercial street Balsam Avenue. With direct access to Highway 22 and Highway 768, Bragg Creek Brewery's location is easily accessible to residents of Bragg Creek and visitors alike.

Designated as part of Bragg Creek's Hamlet Core, Bragg Creek Brewery is located on an underutilized property on the Elbow River adjacent to the Balsam Avenue Bridge, the primary access point to West Bragg Creek and Wintergreen. The corner site next to the Balsam Avenue

Bridge allows Bragg Creek Brewery to act as a natural anchor for the downtown, providing a visual gateway feature for the west end of Balsam Avenue that will indicate a sense of arrival to the hamlet for the thousands of visitors and residents crossing the bridge every day.

Bragg Creek Brewery's site is advantageously located within Bragg Creek's downtown, enjoying close proximity to many complementary commercial uses including the Shoppes of Banded Peak, Old West Bragg Creek Mall, Bragg Creek Business Centre, and Bragg Creek Shopping Centre. As one of the few hotels located in Bragg Creek, its location in the Hamlet Core will directly stimulate the local economy.

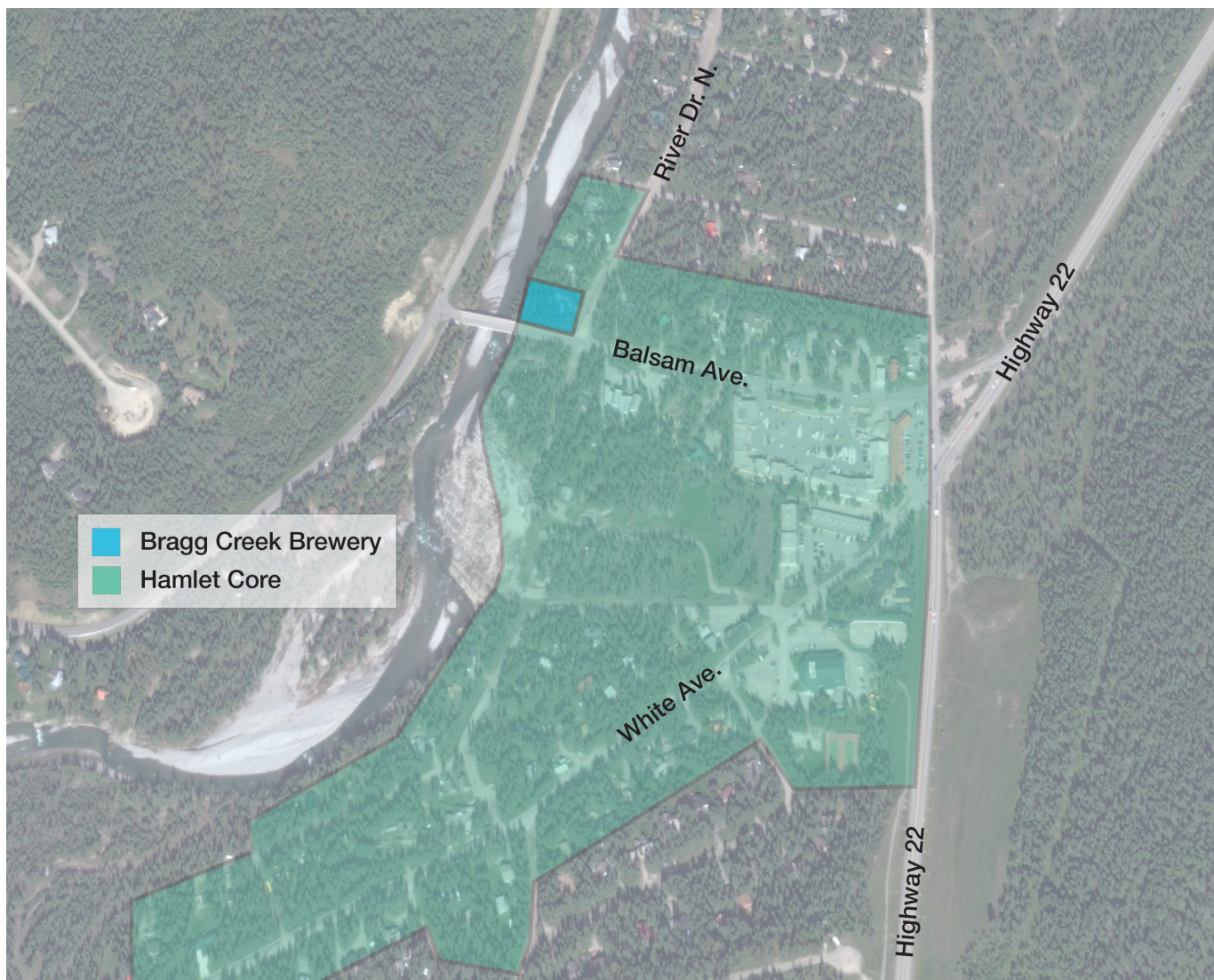


Figure 02: The Bragg Creek Brewery's location within the Hamlet of Bragg Creek

4 Municipal Policy Framework

4.1 Interim Growth Plan

Bragg Creek Brewery meets the key objectives of the Calgary Metropolitan Region Board's Interim Growth Plan. As proposed, Bragg Creek Brewery increases employment density in existing settlement areas, introduces a mix of new uses to Bragg Creek, make efficient and cost-effective uses of Rocky View's investments in local servicing infrastructure, and supports the Bragg Creek Flood Mitigation Project.

4.2 Rocky View County Plan

Rocky View's County Plan directs development to occur as per the local Area Structure Plan (in this case, the Greater Bragg Creek Area Structure Plan). The County Plan also contains a vision for development in Bragg Creek that helps the local commercial area remain viable and flourish. Bragg Creek Brewery directly contributes towards the realization of this vision.

The County Plan also lays a groundwork for the technical requirements and supporting information that must be submitted for various development applications. This Master Site Development Plan and associated Direct Control land use redesignation and development permit application all conform with these requirements.

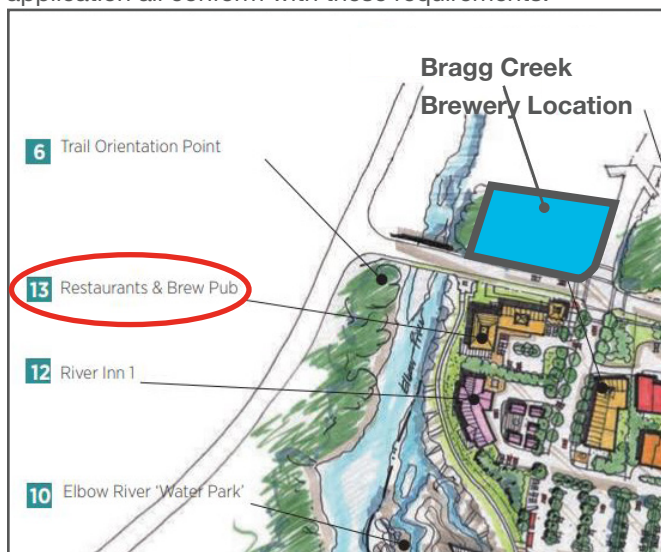


Figure 03: The Bragg Creek Revitalization Plan anticipates a restaurant and brew pub on Balsam Avenue and the Elbow River.

4.3 Greater Bragg Creek Area Structure Plan

Commercial development within the Hamlet of Bragg Creek is subject to rules and regulations outlined in the Greater Bragg Creek Area Structure Plan (GBCASP). The GBCASP encourages commercial development within the Hamlet Core, as identified in Figure 2 on the previous page. Desirable uses within the Hamlet Core include: drinking establishment, brewery, restaurant, overnight accommodation, tourism uses/facilities, and arts and cultural centre. Bragg Creek Brewery's project is located within the Hamlet Core, is presently designated as Hamlet Commercial, and provides all of the noted desirable uses in a compact and vibrant space.

4.4 Hamlet of Bragg Creek Design Standards

In addition to the GBCASP, commercial development within the Hamlet of Bragg Creek is subject to the Hamlet of Bragg Creek Design Standards (HBCDS). The design of new development in Bragg Creek is evaluated in accordance with the following criteria: building placement, building proportions and scale, building style, building material and colour, utility and service areas, parking and site access, landscaping, lighting, and business signage. Bragg Creek Brewery aligns with the HBCDS, and the architectural contributions of Bragg Creek Brewery's project to Bragg Creek are further examined in Section 7 - Architectural Design + Landscaping. Rocky View County is provided further certainty that Bragg Creek Brewery will achieve these architectural standards through the associated development permit application.

4.5 Bragg Creek Revitalization Plan

As part of Rocky View County's investments in Bragg Creek following the 2013 floods, the Bragg Creek Revitalization Plan was developed. A design charrette was organized as part of this planning process, and the final plan included considerations for a microbrewery and restaurant located directly across Balsam Avenue from Bragg Creek Brewery's site (see Figure 3). In addition to the design charrette results, Bragg Creek Brewery also reflects the policies outlined in the Revitalization Plan for the Hamlet Core's ongoing economic diversification, positively contributing to the revitalization of Bragg Creek.

5 Existing Conditions

As illustrated in the site plan on the following page (Figure 5), Bragg Creek Brewery's project site is located at 19 River Drive North (Lot 1, Block 6, Subdivision Plan 1741 EW). The original survey on this property was completed and registered in 1937, while a portion of the property was severed in 2019 for Rocky View County's flood mitigation berm. The property is approximately 0.43 acres (0.17 hectares), and is designated Hamlet Commercial.

5.1 Berm Right-of-Way

Rocky View County is planning a flood mitigation berm along the Elbow River in Bragg Creek. The proposed berm crosses Bragg Creek Brewery's lands from south to north and will be a 1.8 m high sloping hill structure comprised of dirt, gravel and large stone riprap material, transitioning to a 1.8 m high retaining wall structure contained within a sloping hill. In May of 2019 Bragg Creek Brewery reached an agreement with the County to transfer land for the berm right-of-way, reducing the overall property from approximately 0.57 acres to its current size.

Rocky View County's Land Use Bylaw (C-4841-97) section 63.5(e) dictates that the side yard setback for buildings is 1.2 m for Hamlet Commercial properties. Bragg Creek Brewery elected to designate Balsam

Avenue as the front yard since the front entrance and majority of building frontage is facing south onto that street. As such, the west side of the property along the river and future berm is considered the side yard. Under the initial land use redesignation and development permit applications, Bragg Creek Brewery proposed a variance of 25% on the 1.2 m setback, which would allow a side yard setback of 0.9 m. This variance was given conditional development permit approval by Council on March 19, 2019 (PRDP20184945), and the proposed development associated with this MSDP maintains this setback.

5.2 Geotechnical Considerations

A Geotechnical Investigation was completed on Bragg Creek Brewery's project site to support the land use redesignation and development permit applications associated with this Master Site Development Plan. The report concludes the subsurface characteristics of the site are suitable for the proposed development. Groundwater was located approximately 2.6 m - 4.5 m below the existing grade surface, which may impact utility, basement and foundation design. Bragg Creek Brewery is currently in consultation with engineering professionals that will recommend a number of building techniques to overcome any geotechnical challenges, which will be outlined in detail at the development permit stage.



Figure 04: The subject property viewed from 19 River Drive North.

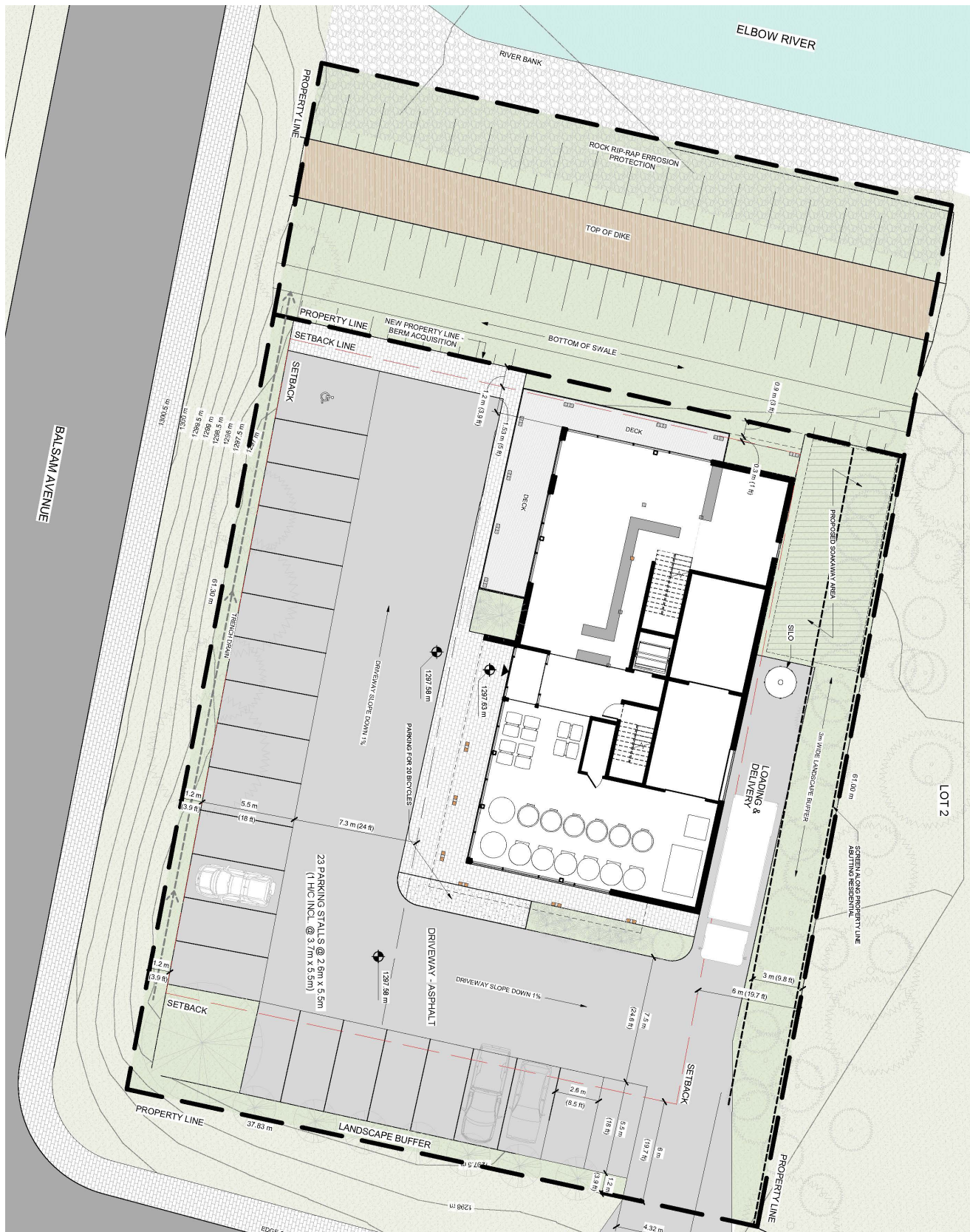


Figure 05: Site Plan showing the berm right-of-way.

6 Development Concept

As illustrated in Figures 6 and 7 the perspectives and massing of the proposed development includes:

- A building containing the micro-brewery, coffee roaster, restaurant/taproom and boutique Inn;
- Loading and delivery areas on the north side;
- Bicycle parking on the east side;
- On-site parking stalls, landscape buffers, and the berm right-of-way on the west side along the river.

As access from Balsam Avenue is not possible due to the grade differential between Balsam Avenue and the site, access is provided by an approach from River Drive North designed in accordance with Rocky View County's engineering standards. Potable water and wastewater servicing are provided through municipal connections

already existing on-site, and upgrades to these connections will be completed to Rocky View County's engineering standards. Stormwater is managed on-site via a comprehensive system of overland conveyance and infiltration areas and is designed in accordance with Rocky View County's Servicing Standards to limit impacts on downstream land and waterbodies.

The project area will be professionally landscaped according to Rocky View County's Land Use Bylaw requirements and landscape buffer areas will be installed along River Drive North, Balsam Avenue, and the adjacent residential property to the north. Screening along the property line to the north will be installed as per the Bragg Creek Design Guidelines. Bragg Creek Brewery will be constructed in a single phase and all structures and supporting infrastructure will be developed in accordance with the provisions of Rocky View County's development permit application process.



Figure 06: Development Concept - North-West Aerial View



Figure 07: Development Concept - North-West Ground View

7 Architectural Design + Landscaping

7.1 Architectural Design Considerations

As illustrated in the renderings in Figures 8 and 9 (following pages), the styling of Bragg Creek Brewery and the improvements on the subject lands are rich, eye-catching, and in the style of Modern Rocky Mountain Western, a phrase coined by the architect and consulting member of the Hamlet of Bragg Creek Revitalization Plan, Michael Von Hausen. The architectural form of the building has been the driving principle in creating a space that is respectful and appropriate to Bragg Creek while capable of drawing in visitors and increasing exposure to the Hamlet and its surrounding amenities and businesses.

The detailed site plan in Figure 5 (page 5) displays the building size, setbacks and height of the new structure, which comply with the applicable requirements of Rocky

View County's Land Use Bylaw (C-4841-97). The building is oriented in a logical fashion along Balsam Avenue to provide sufficient frontage for vehicles crossing the bridge, while also minimizing height and visibility along River Drive North and providing maximum sun exposure to the building. Placing the building away from Balsam Avenue allows the building to appear seated lower on the site as Balsam gradually rises in grade to the bridge, acts as a buffer between Balsam Avenue and residential properties to the north, and separates residential uses to the north from the proposed on-site parking. The proposed building location was given conditional development permit approval by the County on March 19, 2019 (PRDP20184945), and this MSDP proposes to use this same location.

The footprint of Bragg Creek Brewery's main floor is 3,813 square feet, comprising 20% of the current total lot area. While the HBCDS encourages building footprints to not exceed 15% of total lot area, Rocky View County Land Use Bylaw (C-4841-97) section 12.2(b)(i) empowers the

Figure 08: Architectural Rendering - Day View





Figure 09: Architectural Rendering - Evening View

Development Authority to grant a variance if it does not unduly interfere with neighborhood amenities. This small increase in coverage due to land conveyance for the flood berm was previously supported in PRDP 20184945, and this MSDP proposes the same lot coverage.

The overall building height is 12.5 m from the ground elevation to the top of the roof, allowing for three stories to accommodate the multiple uses of the building and provide the critical mass necessary to make the business sustainable. A parapet extends slightly beyond the roof to add a visual element and does not contribute to the overall height calculation. While section 3.2.2 (e) of the HBCDS states buildings generally should not extend beyond 10 m and be limited to two stories, the Standards also state in 3.2.2 (e) that height relaxation may be considered to accommodate desirable architecture, and further that buildings with three or four stories may be considered in the hamlet core if supported by a Master Site Development Plan (Policy 3.3.3(f)).

Section 12.2(b) (ii) of the Rocky View County Land Use Bylaw (C-4841-97) enables Bragg Creek Brewery to request a variance in height of 25%, which has been incorporated into the Direct Control land use redesignation application seeking the 12.5 m height proposed for this development. The Direct Control land use redesignation application is supported by this Master Site Development Plan that justifies the request to build three stories within the overall dimensions of the structure. Detailed preliminary plans for the basement, ground floor, second level and third level can be found in the Architecture Package, referenced in the Supporting Technical Documents Information.

As illustrated in the building elevations in Figures 10 and 11 on the following pages, the three storey building is designed to appear as a two storey building, with an over-height lower floor, containing the restaurant/taproom, coffee roaster and micro-brewery. This added height allows for sufficient space for these uses, and full height glazing in these areas provides natural light for occupants whilst allowing views from passing traffic into the

operations and uses of the building. The intention is to have a beacon of activity and light from this lower floor to encourage passing traffic to stop and ensuring comfort and natural light to the patrons. The canopy on the south and east side of the building provides a change in depth and secondary roofline that breaks up the building and provides visual interest while consciously providing shade and snow protection to pedestrian areas. Internally, restaurant and congregation areas have been positioned to the river-side to take in the views and shield neighbours from the activity of these spaces. Large heavy timber canopies soften the entrances and provide a rustic, human scale to the buildings lower floor. Wood beams, posts and a timber canopy as well as a tactile feature entry wall provide warmth and a link to heritage materials used within the Hamlet.

The two upper floors have been clad in a darker shingle material with minimal window openings to contrast with the lower floor, blending into the trees during the day and disappearing during the night. This contrast of a dark upper and light lower is a crucial aspect of the design and delivers on the success of this project by providing the perception that the building is smaller and lower, drawing the passerby's eyes to the ground floor. A small parapet has been added to the roofline on the west side, which in combination with the slightly rising covered patio on the second floor provides visual interest reminiscent of the classic hog-back ridges in nearby Kananaskis, rooting an iconic design element with existing local heritage.

A contrast between traditional materials and modern materials has been used, with corrugated metal used in small areas on the lower floor to suggest an industrial past, whilst complimenting and softening through the use of large areas of local softwood. The fibre cement shingles on the upper floors provide the detail and tactile look of more traditional cedar shingles whilst being maintenance free and a more modern solid colour. Figure 12 (page 13) highlights these materials through a colour board scheme.

Overall, careful consideration of the HBCDS has been taking into account within the design concept. The HBCDS encourages small, one-of-a-kind business

Figure 10: South + West Elevations

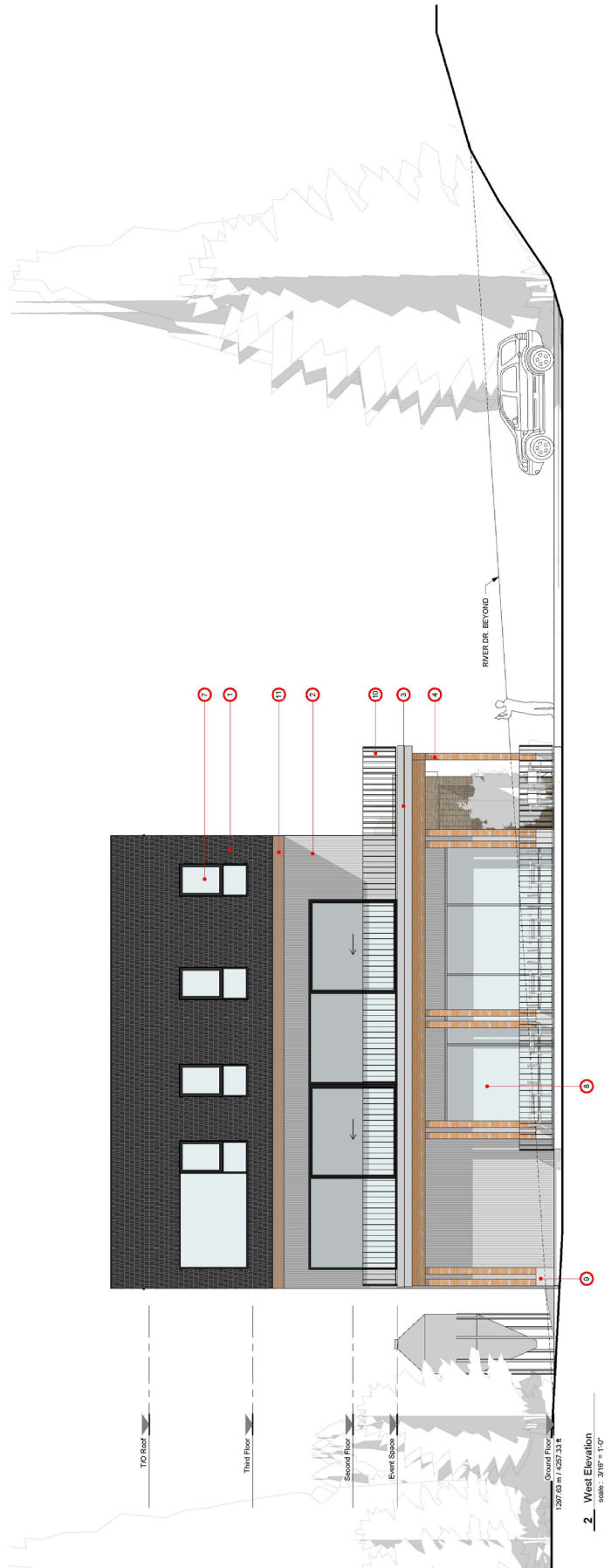
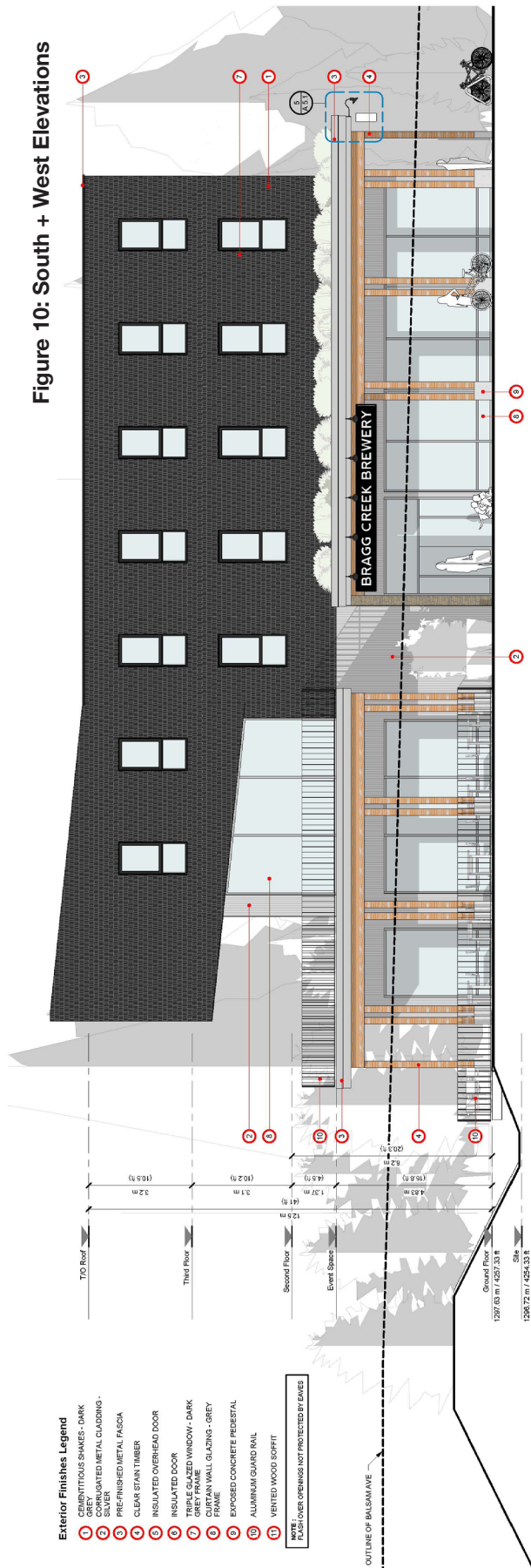


Figure 11: North + East Elevations

Exterior Finishes Legend

- A COMPOSITE SHAKES - DARK GREY
- B INSULATED METAL CLADDING - SILVER
- C PREFINISHED METAL FASCIA
- D CLEAN GRAIN TIMBER
- E INSULATED OVERHEAD DOOR
- F INSULATED WOOD WINDOW - DARK GREY FRAME
- G CURTAIN WALL GLAZING - GREY FRAME
- H EXPOSED CONCRETE PEDESTAL
- I ALUMINIUM SLENDER RAIL
- J VENTED WOOD SOFFIT
- K PAINTWORK (UNPROTECTED BY EAVES)

TO ROOF
THIRD FLOOR
SECOND FLOOR
FIRST FLOOR
BALMAIN AVE EXTEND
GROUND FLOOR
120W (9.3m / 425' 23.8")



developments, which is precisely what Bragg Creek Brewery endeavours to provide. Ultimately, the building's design is sympathetic to its beautiful surroundings, wishing to stand out quietly, neither too bold nor too tiring.

7.2 Landscaping Objectives + Criteria

According to the HBCDS and the Rocky View County Land Use Bylaw (C-4841-97), a minimum of 10% of the subject lands should be landscaped, and the design goal for landscaping is to take into consideration and coordinate with the surroundings, provide adequate screening for adjacent properties, and complement development on site. The standards for landscaping according to the HBCDS are as such:

- Where a commercial development abuts a residential area, a dense landscaping strip of a minimum 3 meters (10 ft.) in perpendicular width, composed of native and newly planted indigenous species, should be installed adjacent to the residential area for screening and buffering purposes.

- Plant material selected for the landscaping in parking areas shall be suitable to the growing environment. Species that are hardy, drought-and salt-tolerant, and resistant to the stresses of compacted soils and weather exposure should be used.
- A variety of deciduous and coniferous trees and shrubs shall be incorporated for year-round interest and appearance; including native grasses, wildflowers, groundcover, shrubs, and trees.
- Landscaping and screening should be provided around the edge of parking to soften and screen lot edges, create pleasant pedestrian conditions, and maximize shade and stormwater benefits.
- Rainwater and snowmelt shall be managed on-site with design to encourage infiltration and water re-use.

As illustrated in the preliminary landscaping plan (Figure 13, following page), the design desires to retain as much existing landscaping as possible. The site will have hardy indigenous tree species of both coniferous and deciduous varieties replanted in key areas to buffer residential areas, soften the edges of the buildings, create pleasant



Figure 12: Architectural Design Colour Board

pedestrian conditions, and to break up any large surfaces. The large timber canopies that define the lower levels will have a native sedum roof to attenuate rainfall and reduce outflow. In the summer months, the sedum will flower, attracting and supporting bees as well as local birds.

7.3 Lighting

The HBCDS requires exterior commercial building lighting to complement the individual architecture of the building and extend the life of the streetscape into the nighttime hours, provide a sense of safety, security, and pedestrian comfort, avoid excessive lighting and glare, and adhere to dark skies design principles.

In terms of addressing exterior façade lighting standards, Bragg Creek Brewery uses face-mount light fixtures to illuminate two small, individually-mounted signs with raised letters and borders that are consistent with the design of the building and site in terms of scale, materials, finished and colours. This lighting, combined with the beacon of light from the lower floor, shielded from above by the canopy overhang will provide adequate lighting for safety, security and pedestrian comfort as per Crime Prevention Through Environmental Design principles while adhering to dark skies design principles.

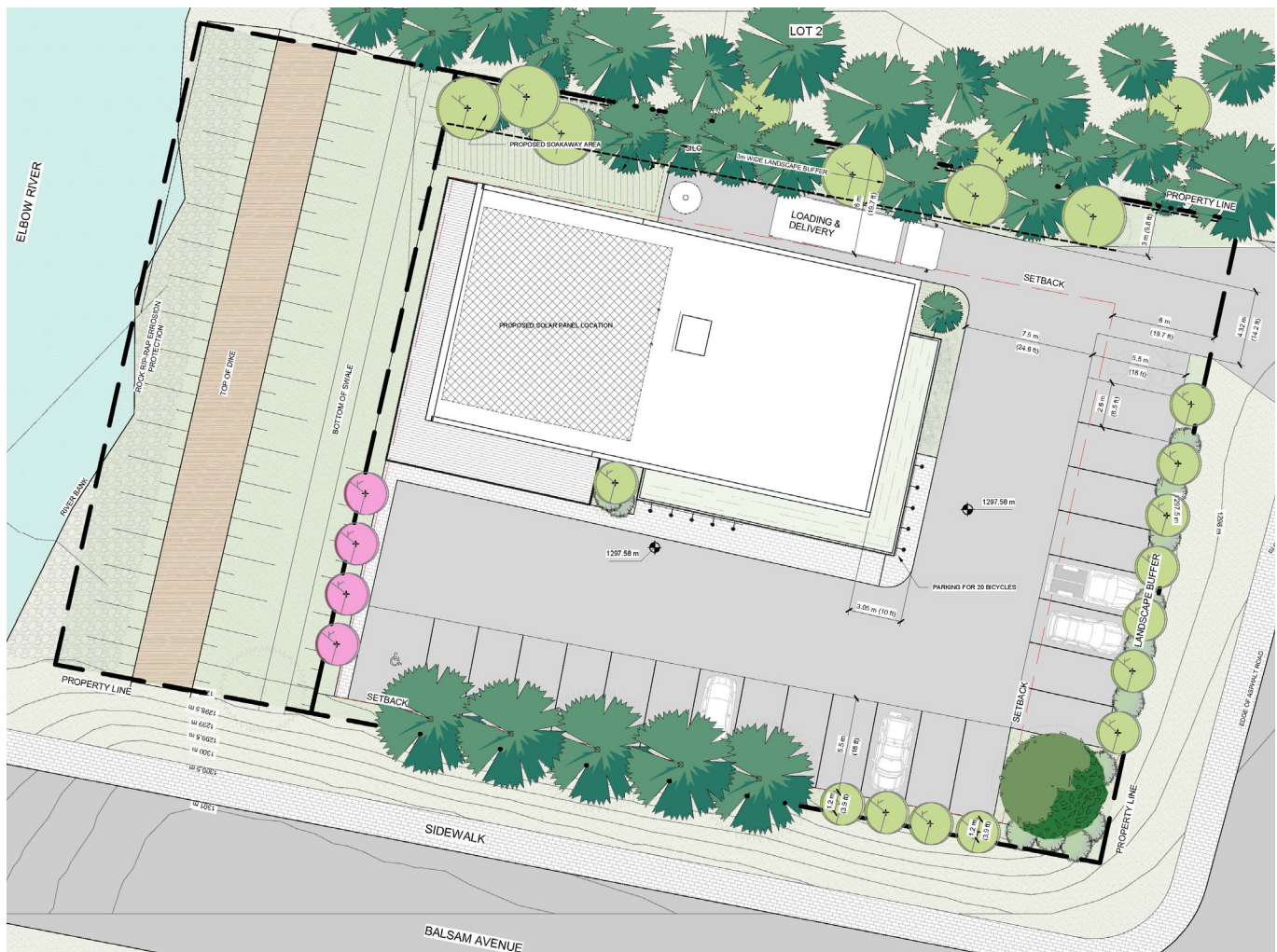


Figure 13: Landscaping Plan

7.4 Shadow Analysis

As illustrated in Figure 14, a shadow analysis of the proposal was completed by Stark Architecture at Rocky View County's request. Shadows created by the building were modeled for noon during the both equinoxes and solstices. As one can see, the building does not create additional shadowing compared to existing trees and vegetation in the area, even when the sun is at its lowest point in the sky during the winter solstice. The building complements the existing setting and does not create additional shadowing impact.

8 Transportation

8.1 Trip Generation Exercise

Bragg Creek Brewery retained a qualified traffic engineer professional from Bunt & Associates who determined to the satisfaction of the County's Transportation Engineering through a trip generation exercise that a full transportation impact assessment was not required for this development. This trip generation exercise revealed the magnitude of traffic during the peak hour is not enough to change the operation of the intersection of River Drive North and Balsam Avenue. Bragg Creek Brewery does not appreciably alter the level of driving experience on River Drive North or Balsam Avenue.

8.2 Parking Assessment

Bragg Creek Brewery recognizes there is not currently adequate parking on-site to accommodate the building's proposed uses according to the existing Rocky View County Land Use Bylaw (C-4841-97). However, Bragg Creek Brewery notes that the County has prepared a Draft Land Use Bylaw that incorporates reduced parking requirements while providing mechanisms for securing off-site parking arrangements. Following this direction Bragg Creek Brewery has engaged in discussion with local landowners and secured additional overflow parking spaces within the Hamlet of Bragg Creek to

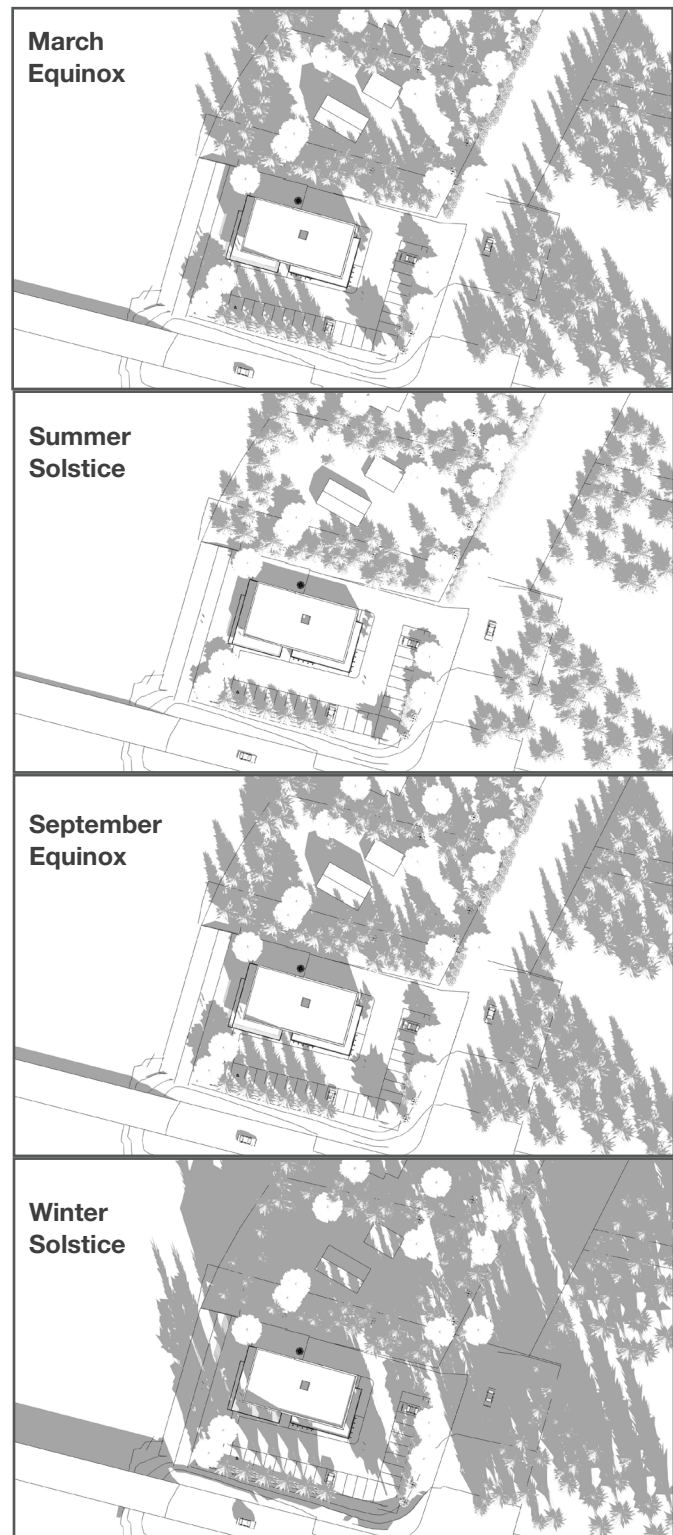


Figure 14: Shadow Analysis

accommodate peak parking demand. Bragg Creek Brewery has also retained a qualified traffic engineer, Bunt & Associates, to perform a Parking Assessment on the proposed uses to confirm an appropriate number of parking stalls Bragg Creek Brewery should be expected to provide. This assessment found that Bragg Creek Brewery requires between 35-38 parking stalls, and this finding was corroborated through a peer review by Watt Consulting Group. The parking assessment and peer review are provided as a supplementary package to this MSDP.

With 21 on-site parking stalls, Bragg Creek Brewery has secured in excess of 17 off-site stalls through verbal agreements, exceeding the 38 stalls recommended by Bunt and Watt. Bragg Creek Brewery seeks to enter into formal agreements with these landowners and Rocky View County to ensure these parking stalls are secured long term through a realistic mechanism that protects all parties from undue liability. In addition to these agreements, Bragg Creek Brewery has also produced an Operational Plan that contains significant considerations for mitigating parking concerns. The Operational Plan is provided as a supplementary package to this MSDP.

9 Utility Servicing

Bragg Creek Brewery intends to utilize existing municipal infrastructure for potable water and wastewater. Upgrades to municipal connections will need to be performed in order to meet future demands of the proposed development, and Bragg Creek Brewery will provide detailed plans for those upgrades at the development permit stage. Bragg Creek Brewery will provide servicing in accordance with the conditions outlined in PRDP20184945. The cost per cubic metre shall be as per the Water and Wastewater Utilities Bylaw. A full report by a qualified mechanical engineer for water and wastewater demand will be completed at development permit stage.

Wastewater from the facility will comply with the Water & Wastewater Utilities Bylaw at time of DP issuance. Fire suppression will be serviced through on-site storage and pressurization and will be designed and maintained in accordance with the National Fire Protection Association (NFPA), the Alberta Building Code (ABC) and the Alberta Fire Code (AFC).

10 Stormwater Management + Drainage

A stormwater management report was prepared in support of this document by a qualified civil engineering professional, Richview Engineering, to establish expectations for managing stormwater in association with the planned development (see Supporting Technical Information section and supplementary report). The report identifies a strategy to accommodate the collection, safe conveyance, storage and ultimate discharge of surface drainage. Topography within the subject lands slopes generally from southeast towards the northwest and into the Elbow River. The design of the stormwater management system is intended to respect existing topography in order to minimize the extent of site grading.

11 Community Consultation

Comprehensive community consultation has been conducted in three distinct stages over the course of the redesignation and development permitting process:

1. Land Use Redesignation (May - Oct. 2017)
2. Development Permit Application (Oct. - Dec. 2018)
3. Revised Development Permit Application (Nov. 2019)

The first stage was completed in compliance with the HBCDS and guidance from Rocky View County Administration, taking place from May until October 2017.

During this period, an open house was advertised and held within the Hamlet of Bragg Creek in order to showcase Bragg Creek Brewery's plans for the development of the site and solicit feedback from local residents. The open house was well attended and Bragg Creek Brewery received a wealth of positive feedback, including a dire need for accommodations within the Hamlet. Rocky View County also circulated Bragg Creek Brewery's re-zoning application through a formal public notification during this time period and collected feedback. At the end of this period, Bragg Creek Brewery collected a further 70 letters of support for the project from local community residents and businesses.

The second stage of community consultation was completed in compliance with the HBCDS, whereby a public notification campaign was performed over a period of 61 days, from October to December 2018. All properties within 400 metres of the subject lands were circulated on this public notice. All addresses were visited on a door-to-door basis, culminating in dozens of hours of face-face interaction, with follow up via phone, email or text. Residents and business owners were presented with a public consultation package about the Bragg Creek Brewery project which included an outline of the project vision, an update on project timelines, a map of the project location, a project description, site plan, massing and placement of the building, architectural elevations, and finally a feedback form asking for their input.

The results of this second stage of public consultation within the community were also overwhelmingly positive, with a common sentiment that people loved the concept, especially the boutique inn aspect. A quantitative analysis of feedback for those who saw the design package was performed, with 90% of people viewing the overall design favourably, including the contrast between dark upper floors and lighter lower floor. The design was also supported by the Bragg Creek Revitalization Committee and the Bragg Creek Chamber of commerce, both of whom wrote letters of support stating as such.

As part of Bragg Creek Brewery's current Direct Control land use redesignation and associated development permit application, a further third stage of engagement has been scheduled for November 2019. For this stage a public open house will be held in Bragg Creek seeking additional public feedback on the revised application.

12 Supporting Technical Information

Supporting technical information is included under separate cover.

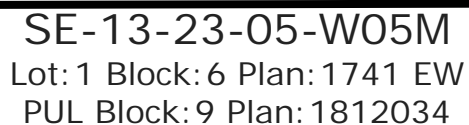
1. Architecture Package
Stark Architecture, October 2018
2. Geotechnical Investigation
e2K Engineering, November 2018
3. Stormwater Management Report
Richview Engineering, November 2018
4. Parking Assessment
Bunt & Associates, November 2018
5. Parking Assessment Study Peer Review
Watt Consulting Group, June 2019
6. Operational Plan
Bragg Creek Brewery, October 2019



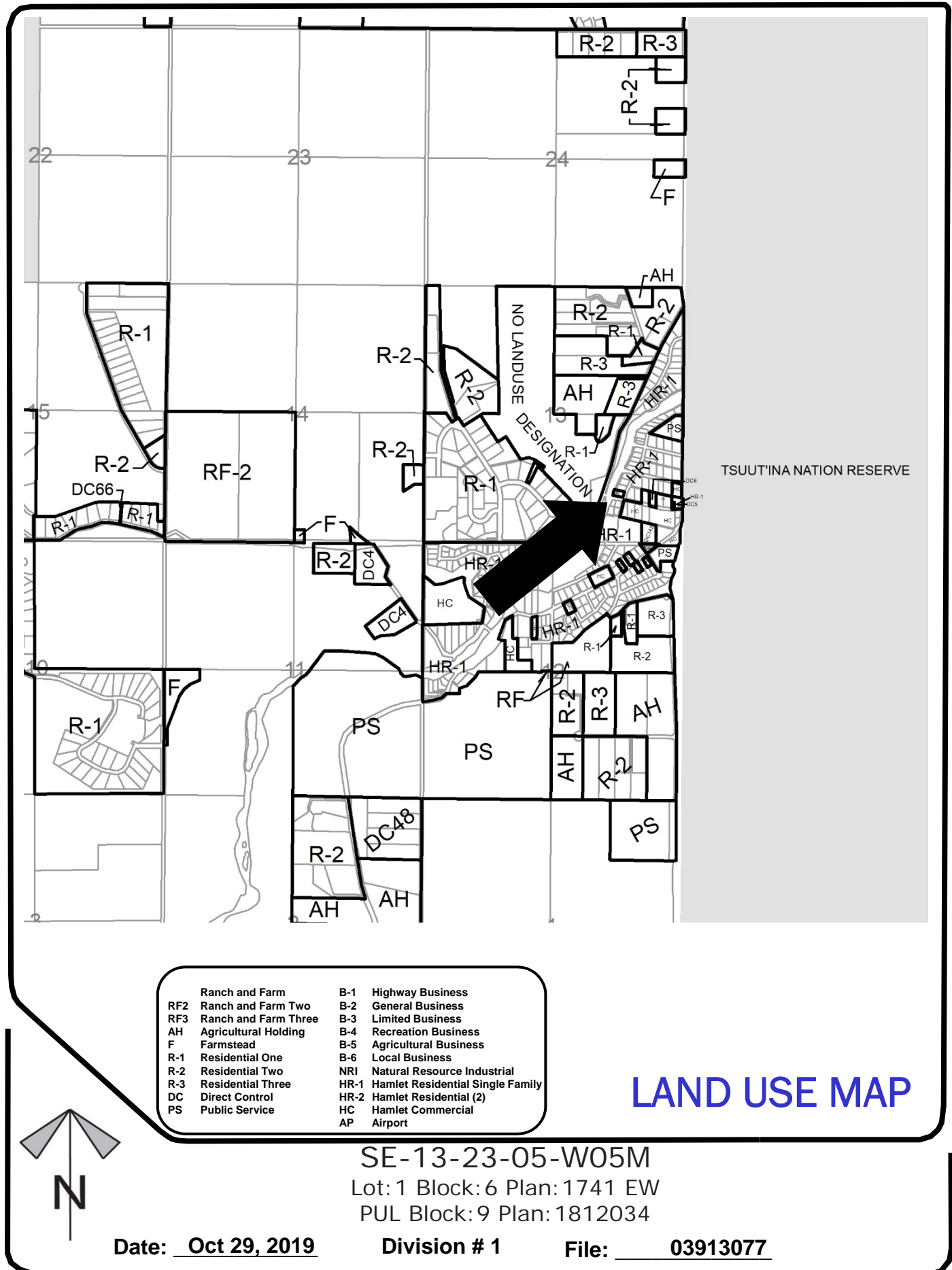
Prepared for the
Bragg Creek Brewery

Prepared by
O2 Planning + Design





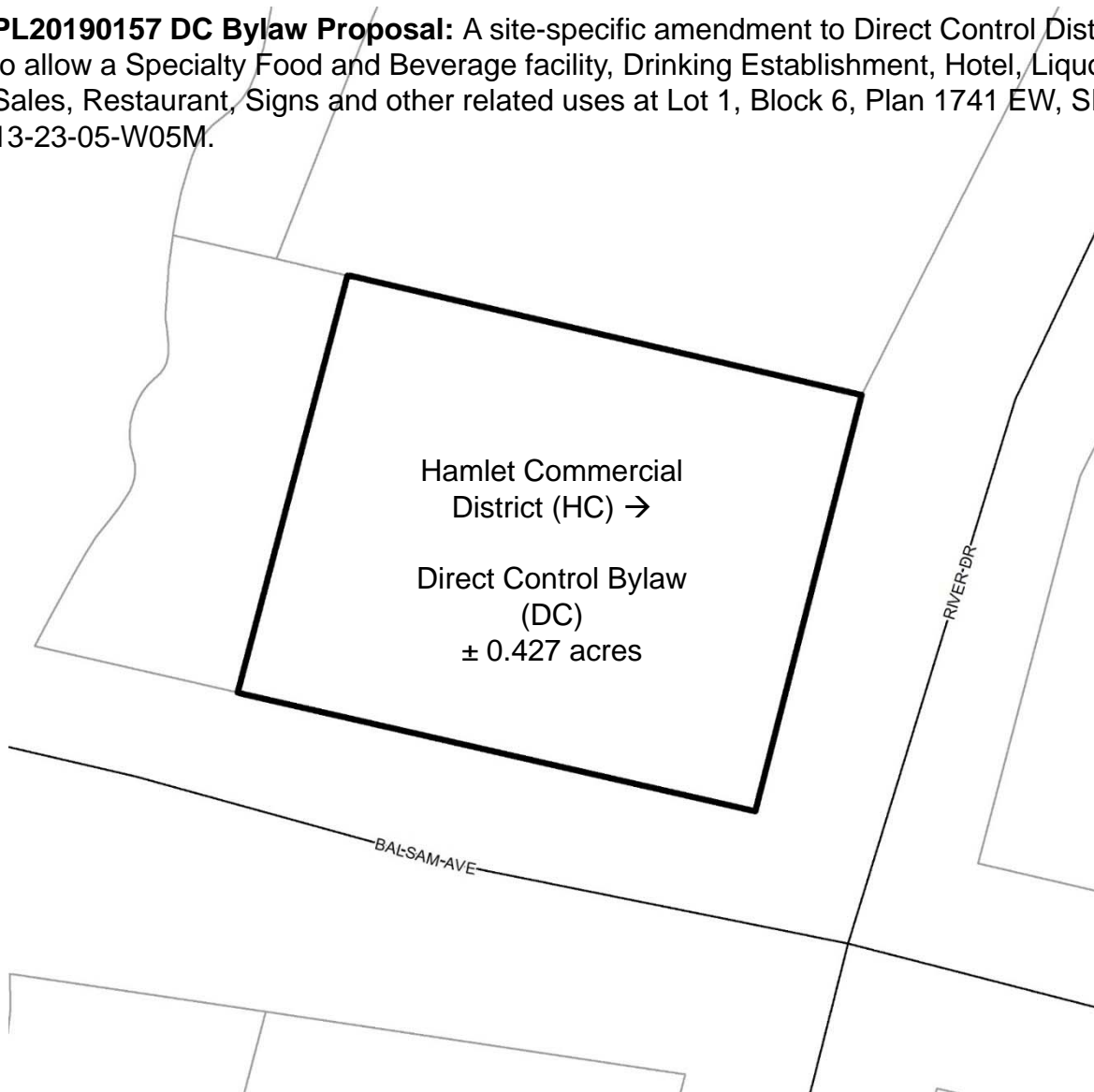
File: 03913077



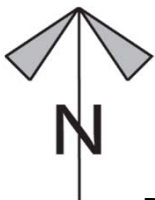
PL20190156 MSDP Proposal: To approve the Bragg Creek Brewery Master Site Development Plan to guide and evaluate the development of a Specialty Food and Beverage Facility, hotel, drinking establishment and other related uses.

Proposed MSDP available on the County website under the following link:
<https://www.rockyview.ca/BuildingPlanning/PlansUnderReview/ProposedMSDPs.aspx>

PL20190157 DC Bylaw Proposal: A site-specific amendment to Direct Control District to allow a Specialty Food and Beverage facility, Drinking Establishment, Hotel, Liquor Sales, Restaurant, Signs and other related uses at Lot 1, Block 6, Plan 1741 EW, SE-13-23-05-W05M.



DEVELOPMENT PROPOSAL



SE-13-23-05-W05M
 Lot: 1 Block: 6 Plan: 1741 EW
 PUL Block: 9 Plan: 1812034

Date: Oct 29, 2019

Division # 1

File: 03913077

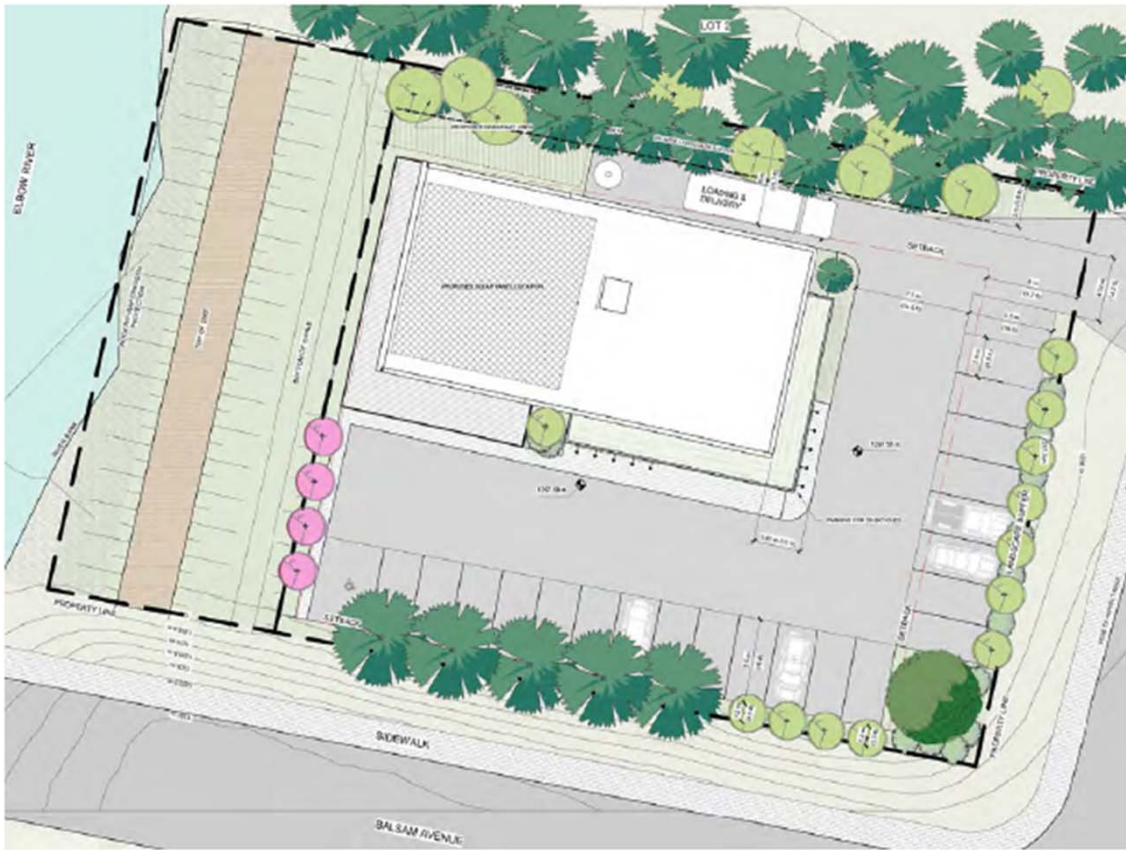
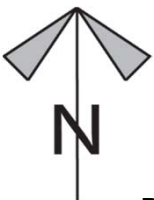


Figure 13: Landscaping Plan

Proposed new definition: “Specialty Food and Beverage Facility” means where products including but not limited to beer, wine, spirits, other alcoholic beverages, cheese, coffee, chocolate, and other specialty goods are manufactured; that may have areas and facilities for the storage, packaging, bottling, canning and shipping of the products made; that may have a private hospitality area where products made on the premises are provided to private groups for tasting and consumption as a special event and are sold to the general public for consumption on the premises; and that may include the retail sale of products made on the premises or by other Specialty Food and Beverage Facilities for consumption off the premises.

DEVELOPMENT PROPOSAL



SE-13-23-05-W05M

Lot: 1 Block: 6 Plan: 1741 EW

PUL Block: 9 Plan: 1812034

Date: Oct 29, 2019

Division # 1

File: 03913077



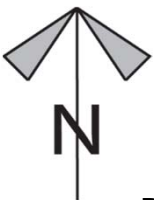
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Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

AIR PHOTO

Spring 2018



SE-13-23-05-W05M

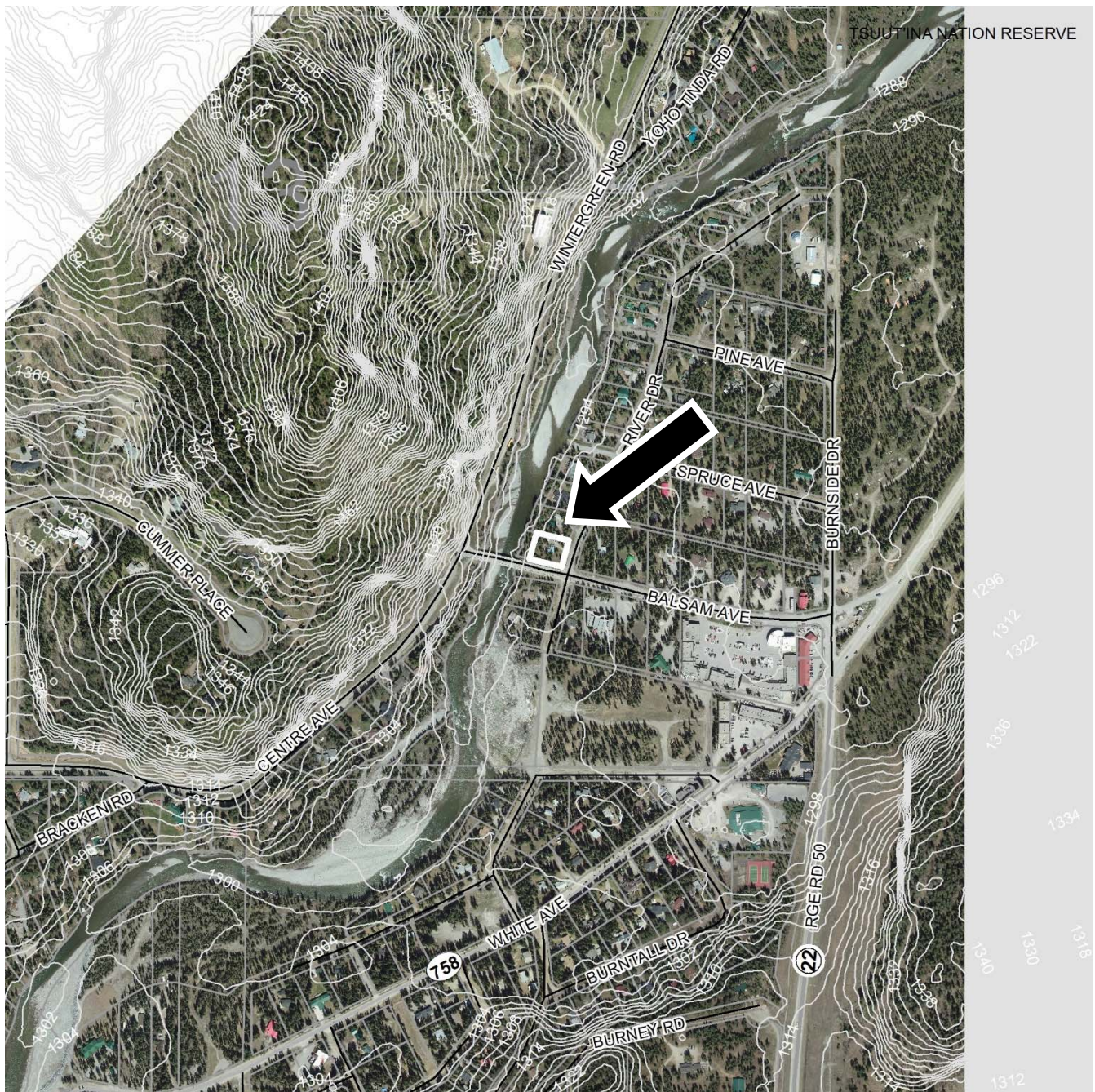
Lot: 1 Block: 6 Plan: 1741 EW

PUL Block: 9 Plan: 1812034

Date: Oct 29, 2019

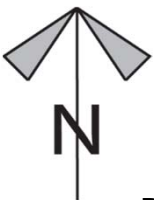
Division # 1

File: 03913077



Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

TOPOGRAPHY
Contour Interval 2 M



SE-13-23-05-W05M

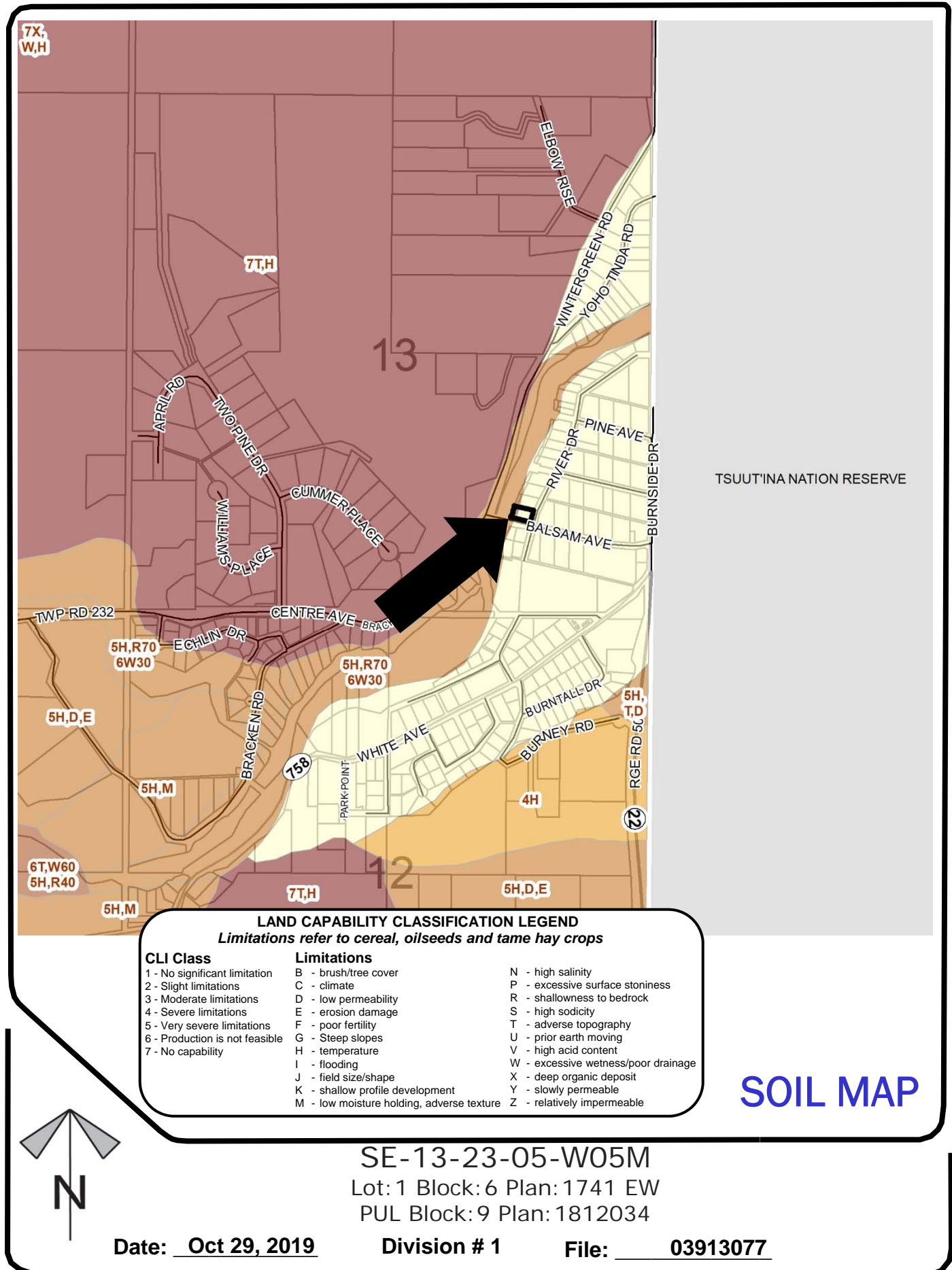
Lot: 1 Block: 6 Plan: 1741 EW

PUL Block: 9 Plan: 1812034

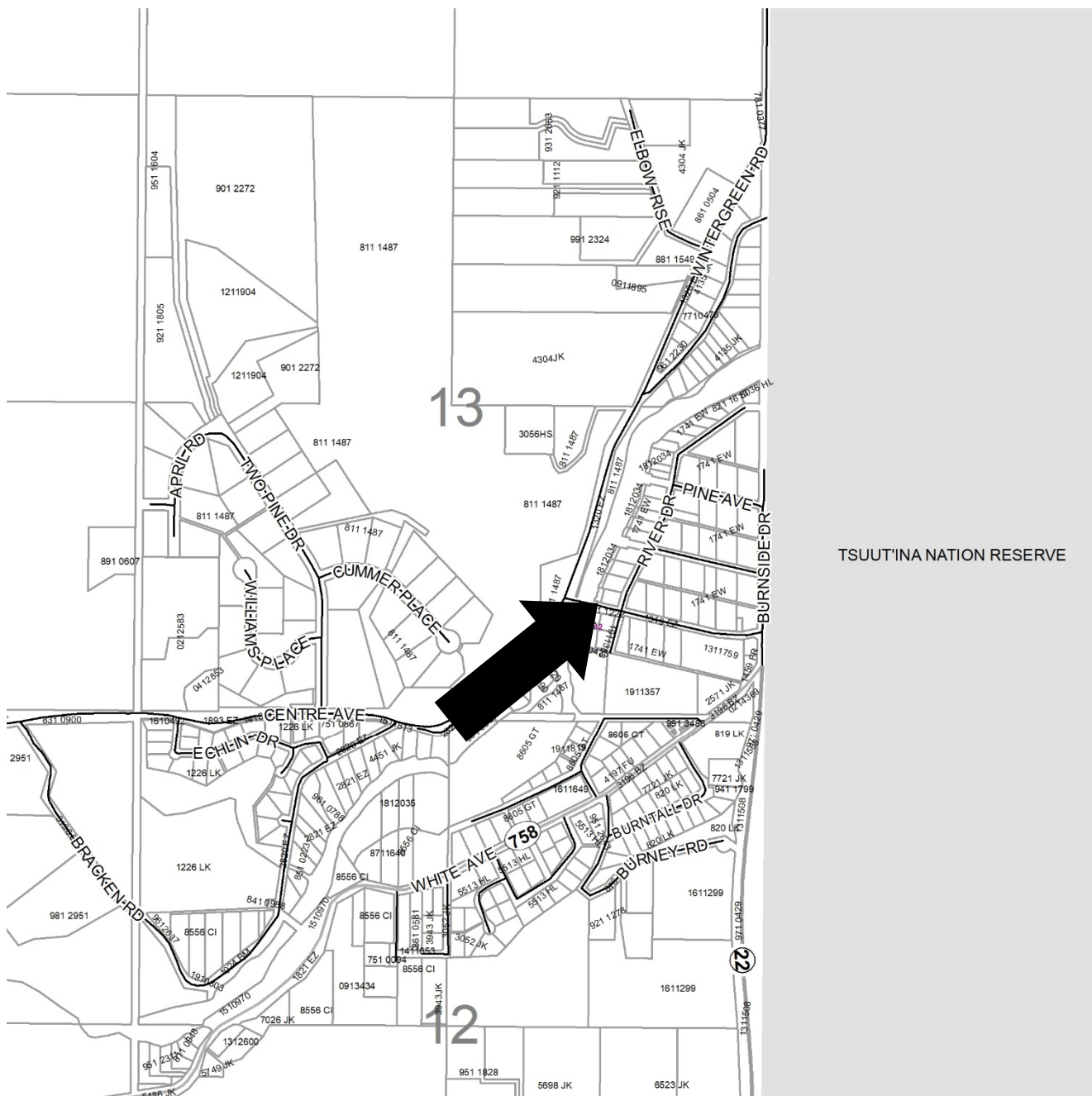
Date: Oct 29, 2019

Division # 1

File: 03913077



SOIL MAP

**Legend – Plan numbers**

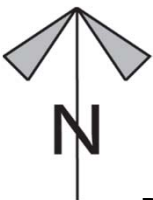
- First two numbers of the Plan Number indicate the year of subdivision registration.
- Plan numbers that include letters were registered before 1973 and do not reference a year

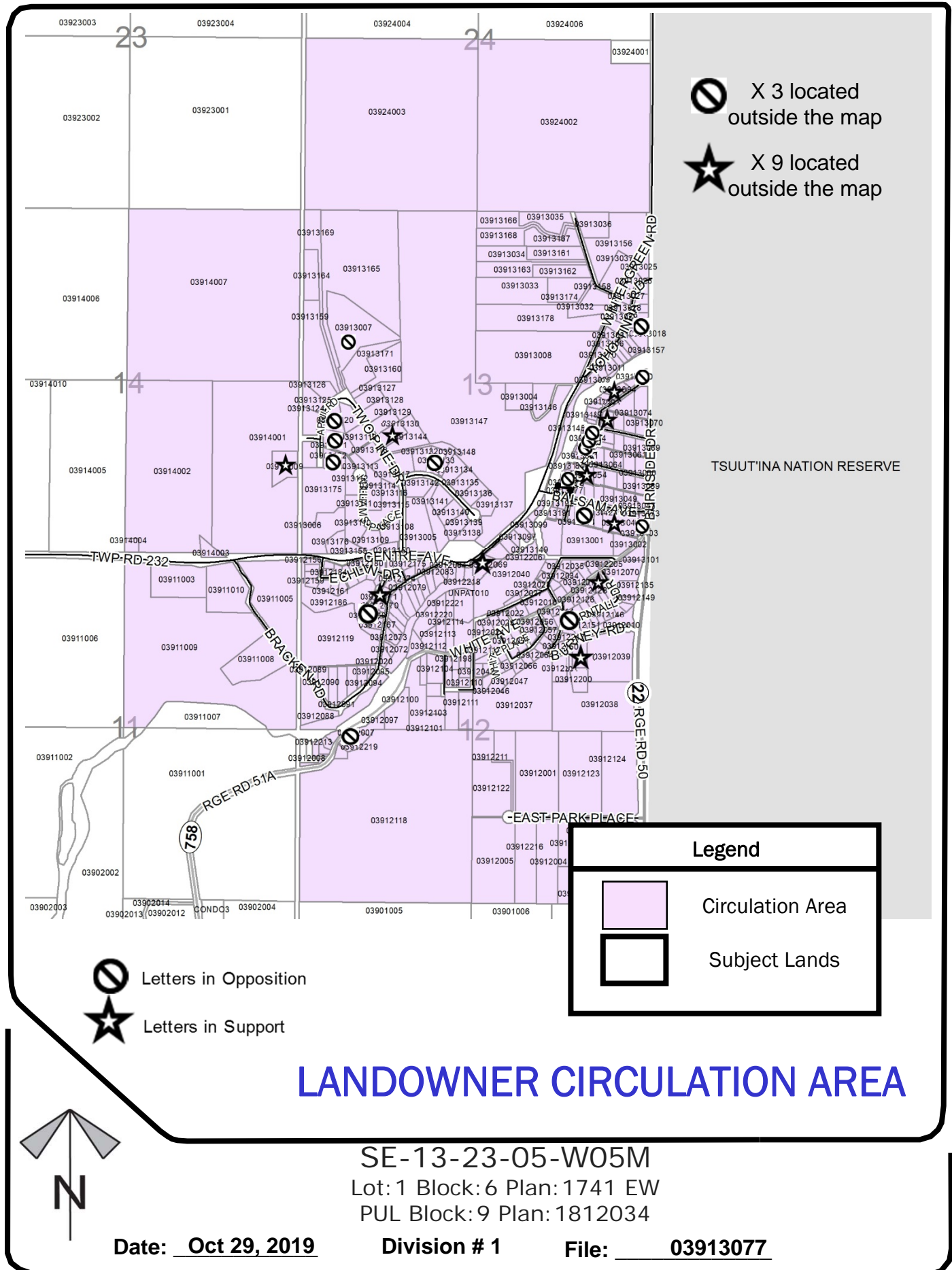
HISTORIC SUBDIVISION MAP

SE-13-23-05-W05M

Lot: 1 Block: 6 Plan: 1741 EW

PUL Block: 9 Plan: 1812034

Date: Oct 29, 2019Division # 1File: 03913077





MUNICIPAL CLERK'S OFFICE

TO: Council
DATE: February 25, 2020 **DIVISION:** All
FILE: N/A
SUBJECT: Rescinding Governance and Priorities Committee Terms of Reference

POLICY DIRECTION:

At its February 4, 2020 meeting, the Governance and Priorities Committee passed a resolution recommending that Council rescind the Committee's terms of reference.

EXECUTIVE SUMMARY:

The Governance and Priorities Committee was established in 2019 to ensure that Rocky View County fulfills its governance responsibilities and establishes priorities by hearing from the public, community groups and organizations, and other stakeholders.

Council has received a recommendation from the Governance and Priorities Committee to rescind the Committee's terms of reference. To ensure that the public, community groups and organization, and other stakeholders are still able to make presentations, all future presentations will be scheduled for Council meetings.

Administration will develop a procedure, based on the terms of reference, for presenting at Council meetings to ensure that there is a defined process and clear guidelines for those wishing to make a presentation.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

BUDGET IMPLICATIONS:

N/A

OPTIONS:

Option #1: THAT the Governance and Priorities Committee terms of reference be rescinded and all future presentations be scheduled for Council meetings.

Option #2: THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

"Kent Robinson"

"Al Hoggan"

Executive Director

Chief Administrative Officer

Administration Resources

Tyler Andreasen, Municipal Clerk's Office



ATTACHMENTS:

Attachment 'A' – Governance and Priorities Committee Terms of Reference



Governance and Priorities Committee

Terms of Reference

TOR #C-GPC

Purpose

- 1 The Governance and Priorities Committee (GPC) ensures that Rocky View County (the County):
 - (1) fulfills its governance responsibilities; and
 - (2) establishes priorities by hearing from members of the public, stakeholder groups, and Administration.



Functions

- 2 Council delegates the following governance responsibilities to the GPC:
 - (1) reviewing governance-related bylaws for recommendation to Council.
- 3 Council delegates the following priority-making responsibilities to the GPC:
 - (1) hearing presentations from the public and stakeholder groups on matters affecting the County;
 - (2) receiving updates from Administration on emerging and ongoing projects and initiatives;
 - (3) monitoring progress towards the achievement of the County's strategic goals; and
 - (4) reviewing and making recommendations to Council on the County's priorities.
- 4 The GPC may by resolution provide direction to Administration.



Membership

- 5 The GPC consists of the following:
 - (1) Reeve;
 - (2) Deputy Reeve; and
 - (3) All Councillors.





Governance and Priorities Committee

Chair

- 6 The Chair and Vice Chair are appointed by Council at the annual Organizational Meeting of Council.
- 7 The Chair is responsible for presiding over meetings when in attendance.
- 8 The Chair and Vice Chair are responsible for:
 - (1) approving third party presentations; and
 - (2) approving agendas prior to publication.
- 9 The Vice Chair will take over the duties of the Chair whenever the Chair is unavailable.



Presentations

- 10 Presentations to the GPC are no longer than 20 minutes in duration, unless the Committee passes a resolution to extend the presentation time, and may be followed by questions from the GPC to the presenter and Administration.
- 11 Notwithstanding the process outlined in the County's *Procedure Bylaw*, the Committee may by resolution allow members of the public to address the GPC on an agenda item following the presentation and question period for that item.
- 12 All presentations and discussion are directed through the Chair and presenters are not permitted to ask questions of GPC members.
- 13 The Chair and Vice Chair may defer approved presentations to a future GPC meeting or cancel the presentation when:
 - (1) a presenter introduces new material or an amended presentation materials after the agenda has been published; or
 - (2) otherwise at the discretion of the Chair and Vice Chair.



Presentation Request Process

- 14 A completed application form must be submitted to Administration three weeks prior to the scheduled GPC meeting in order for the presentation to be included on the agenda.
- 15 Presentations from third parties on planning and development matters are not accepted when:
 - (1) the County already has an active application from the third party;
 - (2) an applicant is in the pre-development stage (for example, pre-development meetings with Administration); or



Governance and Priorities Committee

- (3) an applicant indicates that they intend to submit an application to the County within six months.
- 16 Administration circulates the application form to the appropriate departments and the Executive Leadership Team and provides the following information to the Chair and Vice Chair for direction:
 - (1) For planning and development-related presentations:
 - (a) whether the presenter intends to submit an application for a planning bylaw amendment, a subdivision application, or a development permit application; or
 - (b) whether the County already has an active application for a planning bylaw amendment, a subdivision application, or a development permit application.
 - (2) For all other presentations, whether the subject matter of the presentation is within the mandate of the GPC:
 - (a) County governance (for example, policies, plans, and bylaws); and/or
 - (b) County priorities.
- 17 Administration circulates the Chair and Vice Chair's direction to the rest of the Committee.
- 18 If the presentation request proceeds to the GPC, Administration will contact the presenter to confirm their presentation date and time and the deadline for submitting presentation materials.
- 19 Presentation materials must be submitted to Administration 15 days prior to the scheduled GPC meeting.
- 20 Administration prepares an introductory cover report for each presentation and the presentation materials provided by presenters will be included in GPC agendas.
- 21 If the Chair and Vice Chair reject a third party presentation request, Administration advises the presenter of the reason for the rejection and that a revised presentation may be submitted in the future.



Administrative Support

- 22 Administration supports the GPC by preparing agendas and minutes, coordinating meetings, and providing information and expertise as required.





Governance and Priorities Committee

Definitions

23 In these Terms of Reference, the following definitions apply:

- (1) **“Administration”** means the operations and staff of Rocky View County under the direction of the Chief Administration Officer;
- (2) **“Administrative Policy”** means policies that are approved by the Chief Administrative Officer, focus on the County’s internal operations, and govern the actions of County staff and contractors.
- (3) **“Council”** means the duly elected Council of Rocky View County;
- (4) **“Council Policy”** means policies that are approved by Council and focus on the strategic direction of programs and services provided by the County.
- (5) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time;
- (6) **“Organizational Meeting”** means an Organizational Meeting of Council held pursuant to section 192 of the *Municipal Government Act*;
- (7) **“Procedure Bylaw”** means Rocky View County Bylaw C-7295-2013, the Procedure Bylaw, as amended or replaced from time to time; and
- (8) **“Rocky View County”** means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.





ROCKY VIEW COUNTY
Cultivating Communities

Governance and Priorities Committee

Approval Date	<ul style="list-style-type: none">January 8, 2019
Replaces	<ul style="list-style-type: none">Policy and Priorities Committee Terms of Reference
Lead Role	<ul style="list-style-type: none">Governance and Priorities Committee ChairChief Administrative Officer
Committee Classification	<ul style="list-style-type: none">Standing Committee of Council
Last Review Date	<ul style="list-style-type: none">June 25, 2019
Next Review Date	<ul style="list-style-type: none">N/A



FINANCIAL SERVICES

TO: Council
DATE: February 25, 2020 **DIVISION:** 2
FILE: 0194
SUBJECT: Local Improvement Tax Petition for Water System Upgrades – Country Lane Estates

POLICY DIRECTION:

Section 393 of the *Municipal Government Act* (MGA) provides that a group of owners in a municipality may petition the council for a local improvement.

EXECUTIVE SUMMARY:

On January 20, 2020, a group of property owners in the Country Lane Estates subdivision submitted a petition requesting that Council proceed with the upgrade of the water coop, including the replacement of the underground water infrastructure, installation of water meter, addition of fire hydrant and demolition and reclamation of existing three wells and backwash pond.

As requested in the petition, this group of property owners is requesting that the costs that would be incurred for this project be collected from all owners within the Country Lane Estates subdivision via a 30 year Local Improvement Tax.

BACKGROUND:

Currently, the owners who signed the petition are members of, and are provided water services through, the Deerhaven Water Coop. The Deerhaven Water Coop is under the notification of Alberta Environment and Parks that an upgrade to their water treatment system is required in order to meet current regulatory requirements for this type of system. The larger North Springbank Water Coop system is in close proximity to the Country Lane Estates subdivision, and to avoid costly treatment upgrades and the continued burden of operating its own water system, the residents have decided to abandon the Deer Haven Water Coop and become members of, and connect to, the North Springbank Water Coop. The estimated cost is approximately \$802,000, and this cost will be split evenly over the 33 lots. The funding will be borrowed through the Alberta Capital Finance Authority, and the County will repay the debenture through the collection of an annual Local Improvement Tax on all of the lots.

In adherence with the *MGA*, when proposing a Local Improvement Tax, the following steps are required:

1. The Petition must be signed by 2/3s of the owners who would be liable to pay for the Local Improvement Tax. In this case, owners for 26 of the 33 lots have signed the petition in favour of the Local Improvement Tax. This meets and exceeds the 2/3s requirement; and
2. The owners who signed the petition must represent at least 50% of the value of the assessments prepared for the parcels of land upon which the Local Improvement Tax will be imposed. In this case, the owners who signed the petition in favour of the Local Improvement Tax exceeds the 50% requirement.

The Chief Administrative Officer has deemed the petition as sufficient, as it meets the requirements prescribed in section 392(2) of the *MGA*. The attached Declaration of Sufficient Petition (ATTACHMENT 'A') satisfies section 226(1) of the *MGA*.

Administration Resources
Barry Woods, Financial Services



ROCKY VIEW COUNTY

DECLARATION OF SUFFICIENT PETITION

For local improvement for the upgrading of
the current water system for the community of
Country Lane Estates

Pursuant to sections 392(2)(a)(b) of the *Municipal Government Act*, I, Al Hoggan, Chief Administrative Officer for Rocky View County, do hereby declare that the Local Improvement Petition received on January 20, 2020 from the Country Lane Estates subdivision property owners meets the minimum requirements set out in the *Act*, as noted below:

1. The petition is signed by two thirds of the owners who would be liable to pay for the local improvement tax; and
2. The owners who signed the petition represent at least half of the value of the assessments prepared under Part 9 for the parcels of land in respect to which the tax will be imposed.

Declared sufficient on this 10 day of February, 2020



Al Hoggan, Chief Administrative Officer



PLANNING AND DEVELOPMENT SERVICES

TO: Council
DATE: February 25, 2020 **DIVISION:** 8
FILE: 06415001 **APPLICATION:** PL20190121
SUBJECT: Council Direction –Balzac East Residential Two Subdivision Condition

POLICY DIRECTION:

On February 12, 2020, the Municipal Planning Commission passed a resolution to recommend to Council to defer the Transportation Offsite Levy for a subdivision application PL20190121. In accordance with the Transportation Offsite Levy Bylaw (C-7356-2014), Council has the sole discretion to not impose the Levy.

EXECUTIVE SUMMARY:

Subdivision Application PL20190121 was presented to the Municipal Planning Commission on February 10, 2020 for consideration. The Municipal Planning Commission made a motion to

“...recommends to Council that Special Areas Levy be deferred and also recommends to Council that the base levy only be collected on three acres on newly created parcel and remainder of base levy to be deferred.”

The Transportation Offsite Levy Bylaw (C-7356-2014, Section 6 d) specifies that

‘Any lands or portions thereof where Council has determined, in its sole and unfettered discretion, that it is appropriate in the circumstances to not impose the Levy upon such portion of the Lands as a result of the Development contemplated in the applicable Development Permit or Subdivision Approval’.

For this reason, the application is presented to Council to consider deferring a portion of the Transportation Offsite Levy as recommended by the Municipal Planning Commission.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1

BACKGROUND:

The Subdivision Application PL20190121 is to create two 3.86 ha (9.55 ac) parcels. The application is located in the Balzac East area, approximately 0.81 km (1/2 mile) east of Range Road 293 and on the south side of Township Road 262A.

OPTIONS:

- Option #1 THAT Condition #9 of Subdivision Application PL20190121 be amended to defer the Transportation Offsite Levy as per the Municipal Planning Commission’s recommendation.
- Option #2 THAT alternative direction be provided.

Administration Resources

Johnson Kwan, Planning and Development Services



ROCKY VIEW COUNTY

Respectfully submitted,

“Theresa Cochran”

Executive Director
Community Development Services

JKwan/llt

Concurrence,

“Al Hoggan”

Chief Administrative Officer

APPENDICES::

APPENDIX ‘A’ – Municipal Planning Commission Motion

APPENDIX ‘B’ – Municipal Planning Commission Subdivision Report

**ROCKY VIEW COUNTY****APPENDIX 'A – Municipal Planning Commission Motions**

MOVED by Member Boehlke that condition 9 of Appendix 'B' be amended to read as follows:

“the MPC recommends to Council that Special Areas Levy be deferred and also recommends to Council that the base levy only be collected on three acres on newly created parcel and remainder of base levy to be deferred.”

Carried

MOVED by Member Boehlke that Subdivision Application PL20190121 be approved with the conditions noted in Appendix 'B', as amended:

Carried



PLANNING AND DEVELOPMENT SERVICES

TO: Subdivision Authority

DATE: February 12, 2020

DIVISION: 07

APPLICATION: PL20190121

SUBJECT: Subdivision Item: Balzac East Residential Two Subdivision

APPLICATION: To create two \pm 9.55 acre lots.

GENERAL LOCATION: Located in the Balzac East area, approximately 0.81km (1/2 mile) east of Range Road 293 and on the south side of Township Road 262A.

LAND USE DESIGNATION: Residential Two District (R-2)

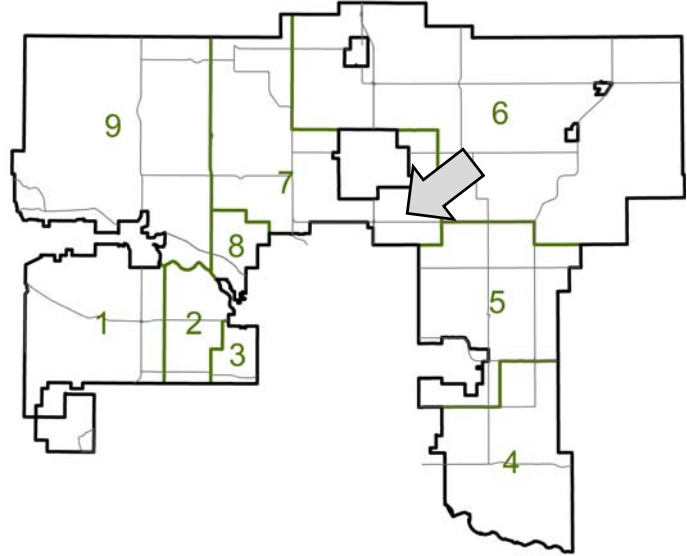
ADMINISTRATION RECOMMENDATION:

Administration recommends Approval in accordance with Option #1.

OPTIONS:

Option #1: THAT Subdivision Application PL20190121 be approved with the conditions noted in Appendix 'B'.

Option #2: THAT Subdivision Application PL20190121 be refused as per the reasons noted.



AIR PHOTO & DEVELOPMENT CONTEXT:



Administration Resources

Johnson Kwan / Noor Mirza – Planning and Development Services



ROCKY VIEW COUNTY

APPLICANT: Heger, Frederick**OWNER:** Heger, Frederick**APPLICATION EVALUATION:**

The application was evaluated based on the technical reports submitted with the application and the applicable policies and regulations.

APPLICABLE POLICY AND REGULATIONS: <ul style="list-style-type: none"> • <i>Municipal Government Act;</i> • Subdivision and Development Regulations; • Municipal Development Plan; • Balzac East Area Structure Plan; • Land Use Bylaw; and • County Servicing Standards. 	TECHNICAL REPORTS SUBMITTED: <ul style="list-style-type: none"> • N/A
---	---

PAYMENTS AND LEVIES

ESTIMATED FEE/LEVY	AMOUNT OWING
<i>TRANSPORTATION OFFSITE LEVY</i> <ul style="list-style-type: none"> • Based Levy: \$4,595 per gross acre (\$4,595 x 19.1 acre = \$87,764.50) • Special Area 1 Levy: \$18,638 per gross acre (\$18,638 x 19.1 acre = \$355,985.80) 	Approximately \$443,750.30

As conditions of the subdivision, the Applicant/Owner will be required to:

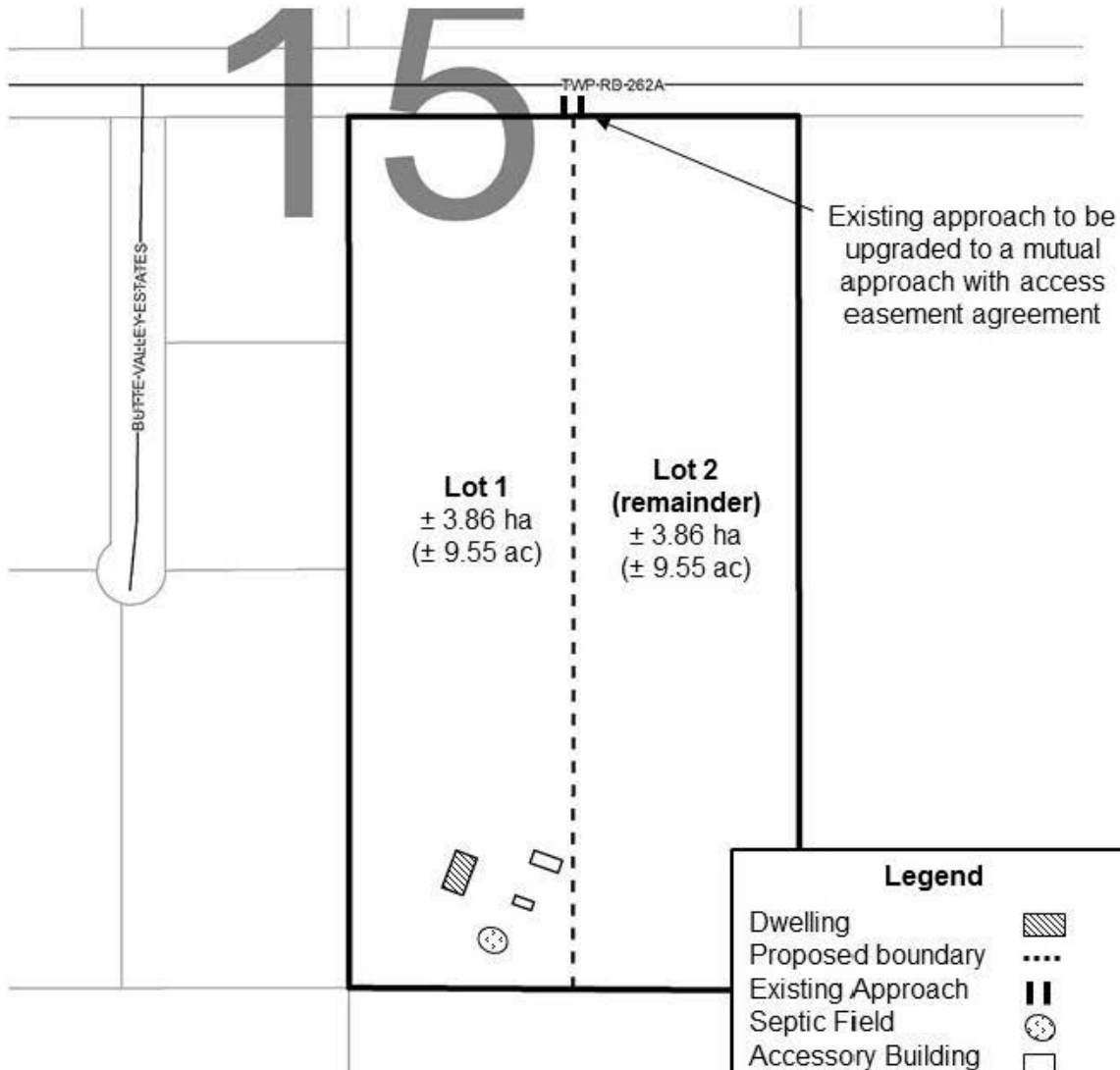
- Tie-in to the existing piped water system;
- Provide a Level III Private Sewage Treatment System (PSTS) Analysis;
- Submit a site-specific stormwater implementation plan in accordance with the Nose Creek Watershed Water Management Plan (2018); and
- Upgrade the existing approach to a mutual approach and register the associated access easement agreement to provide access to both lots.



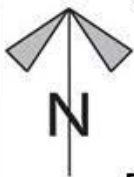
ROCKY VIEW COUNTY

Tentative Plan

Subdivision Proposal: To create a ± 3.86 hectare (9.55 acre) parcel with a ± 3.86 hectare (9.55 acre) remainder.

**Surveyor's Notes:**

1. Parcels must meet minimum size and setback requirements of Land Use Bylaw C-4841-97.
2. Refer to Notice of Transmittal for approval conditions related to this Tentative Plan.

TENTATIVE PLAN

SE-15-26-29-W04M
Block:1 Plan:8911822

Date: Sept 05, 2019Division # 7File: 06415001



ROCKY VIEW COUNTY

CONCLUSION:

Subject to the proposed conditions of approval, the application is recommended for Approval.

Respectfully submitted,

Concurrence,

“Theresa Cochran”

“Al Hoggan”

Executive Director
Community Development Services

Chief Administrative Officer

JKwan/llt

APPENDICES:

APPENDIX 'A': Maps and Other Information

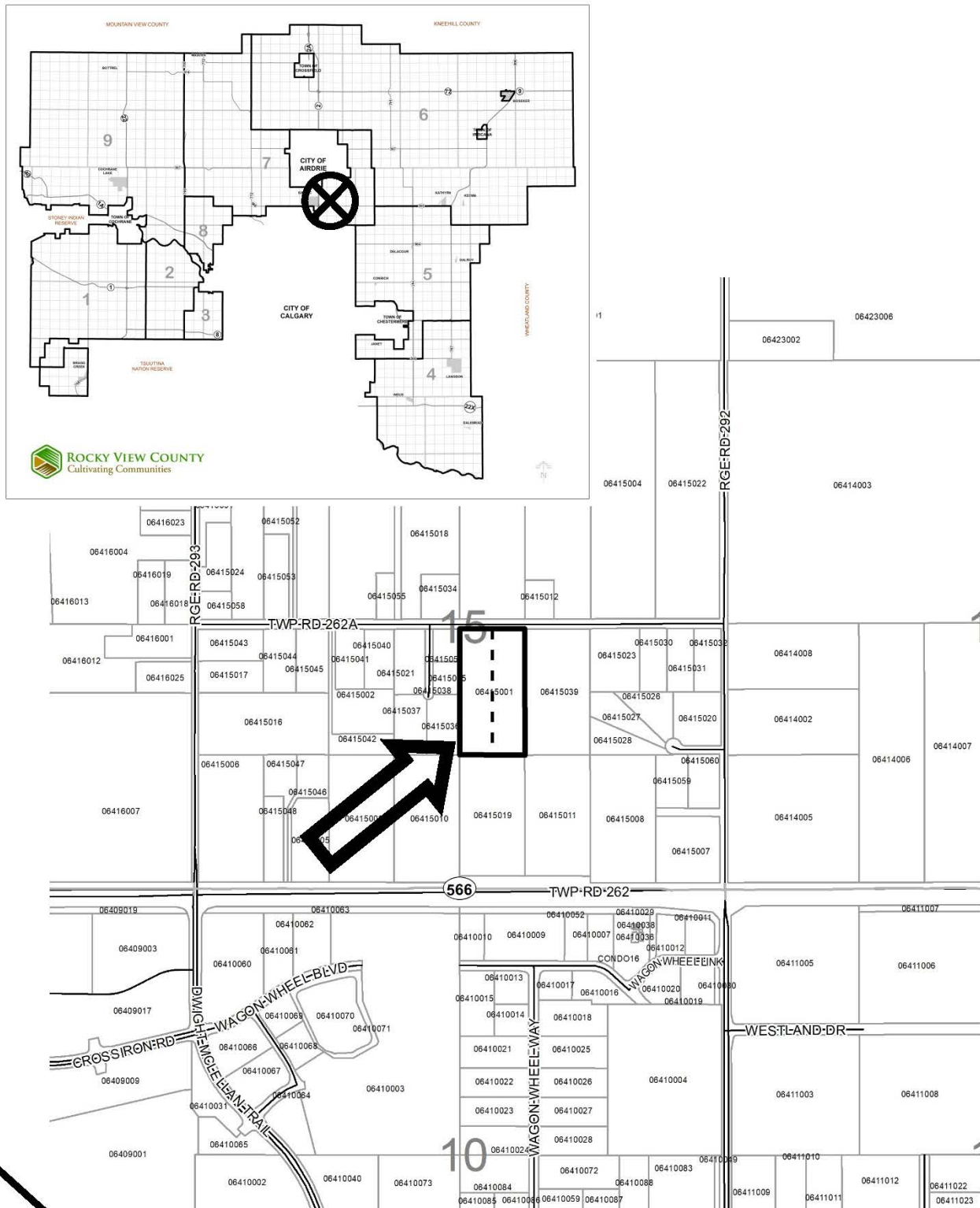
APPENDIX 'B': Approval Conditions

APPENDIX 'C': Letter



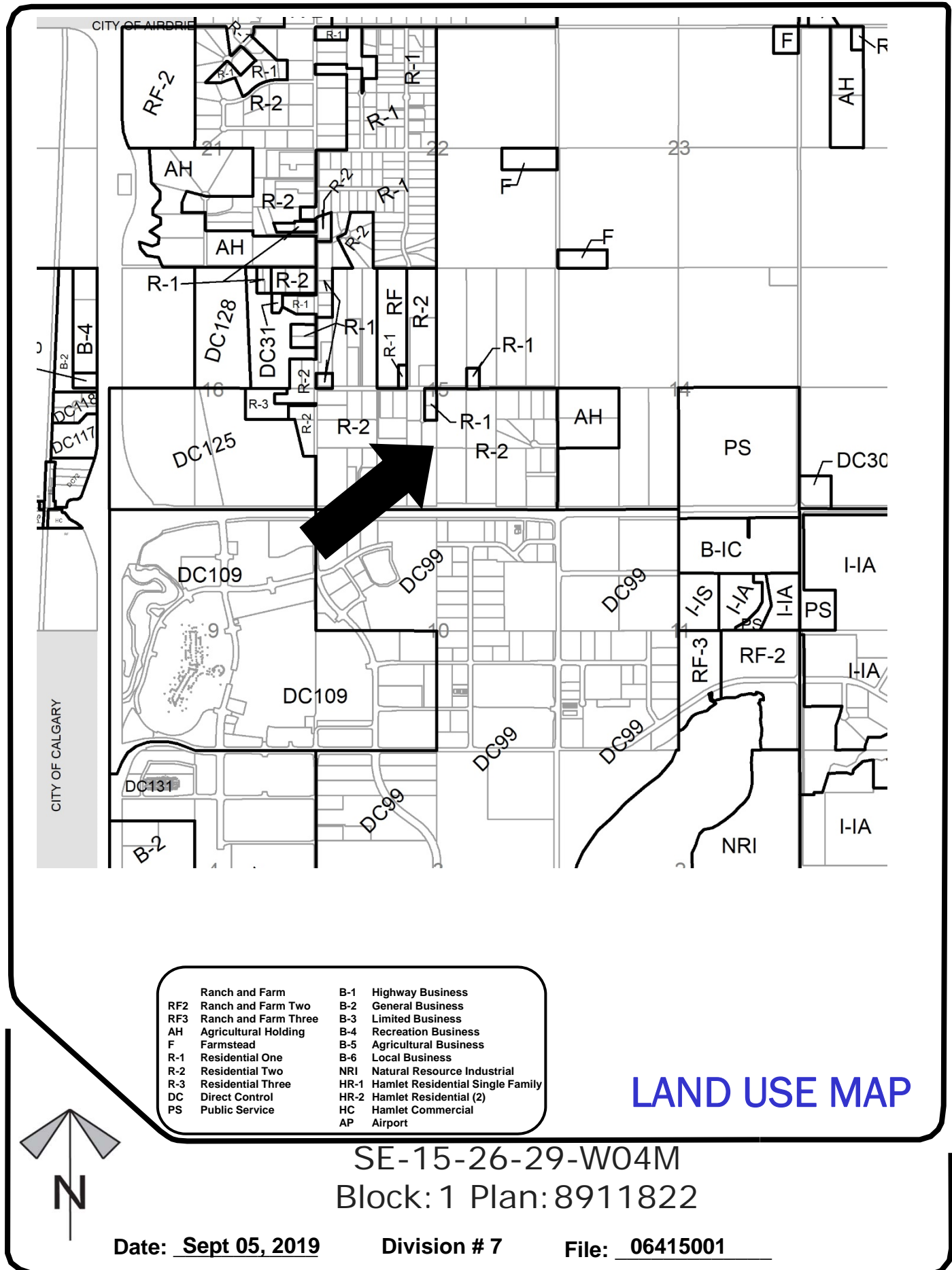
APPENDIX 'A': MAPS AND OTHER INFORMATION

DATE APPLICATION RECEIVED: August 29, 2019	DATE DEEMED COMPLETE: August 29, 2019
GROSS AREA: ± 19.1 acres	LEGAL DESCRIPTION: Block 1, Plan 8911822, within SE-15-26-29-W04M
APPEAL BOARD: Municipal Government Board	
HISTORY: November 24, 1989: Subdivision Plan 8911822 was registered to create the subject land. Disposition of Reserves by cash in lieu payment for reserve owing on Block 1 (subject land). The balance is to remain deferred by instrument 4502KY.	
PUBLIC & AGENCY SUBMISSIONS: <ul style="list-style-type: none"> • The application was circulated to 83 adjacent landowners. No letters received. • The application was also circulated to a number of internal and external agencies and, where appropriate, conditions of approval have been proposed based on these comments. 	

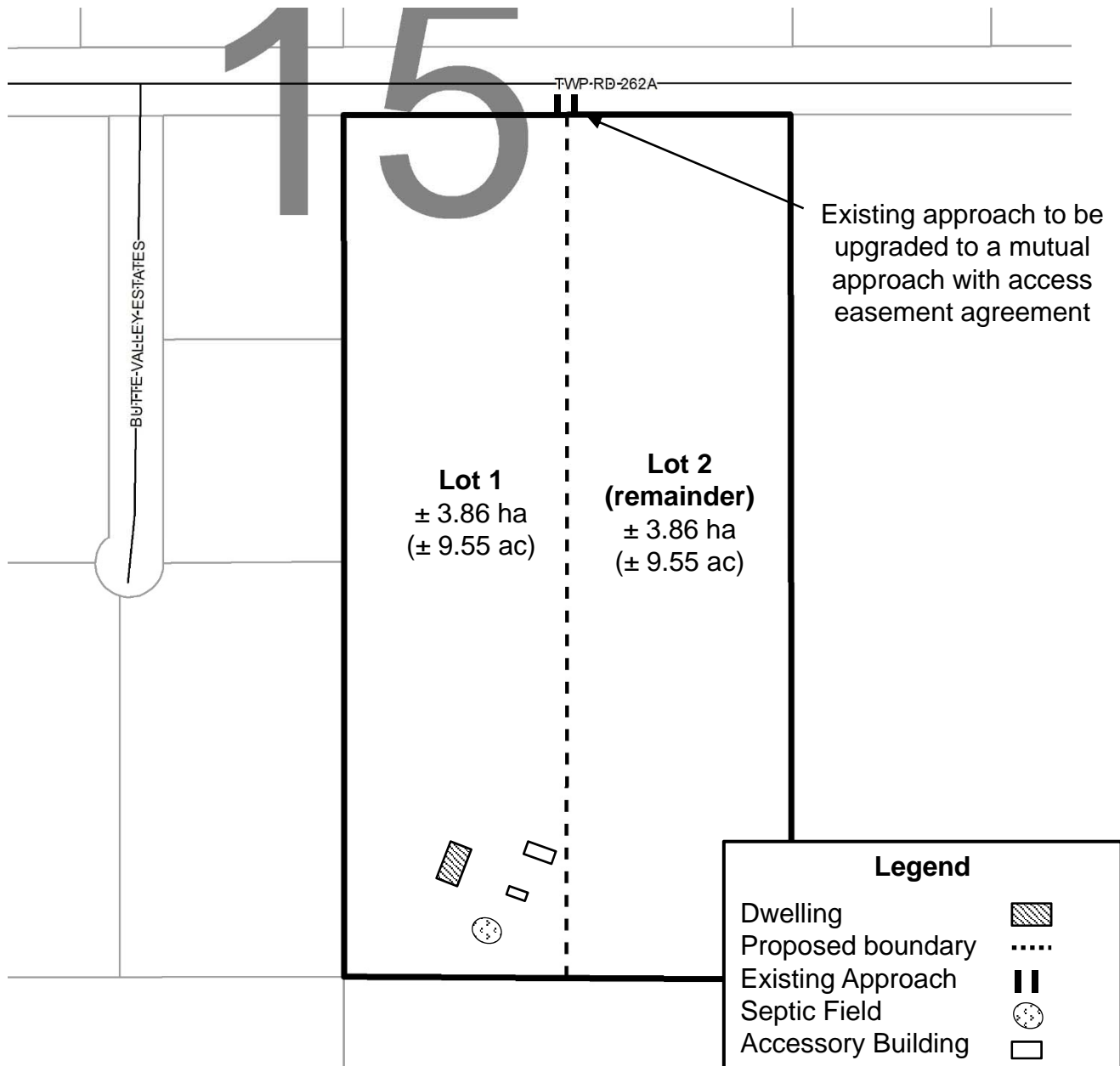


SE-15-26-29-W04M
Block: 1 Plan: 8911822

Date: Sept 05, 2019Division # 7File: 06415001



Subdivision Proposal: To create a ± 3.86 hectare (9.55 acre) parcel with a ± 3.86 hectare (9.55 acre) remainder.



Surveyor's Notes:

1. Parcels must meet minimum size and setback requirements of Land Use Bylaw C-4841-97.
2. Refer to Notice of Transmittal for approval conditions related to this Tentative Plan.

TENTATIVE PLAN

SE-15-26-29-W04M
Block: 1 Plan: 8911822

Date: Sept 05, 2019

Division # 7

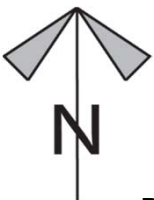
File: 06415001



Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

AIR PHOTO

Spring 2018



SE-15-26-29-W04M
Block: 1 Plan: 8911822

Date: Sept 05, 2019

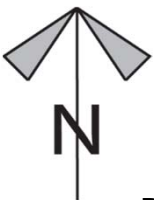
Division # 7

File: 06415001



Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

TOPOGRAPHY
Contour Interval 2 M

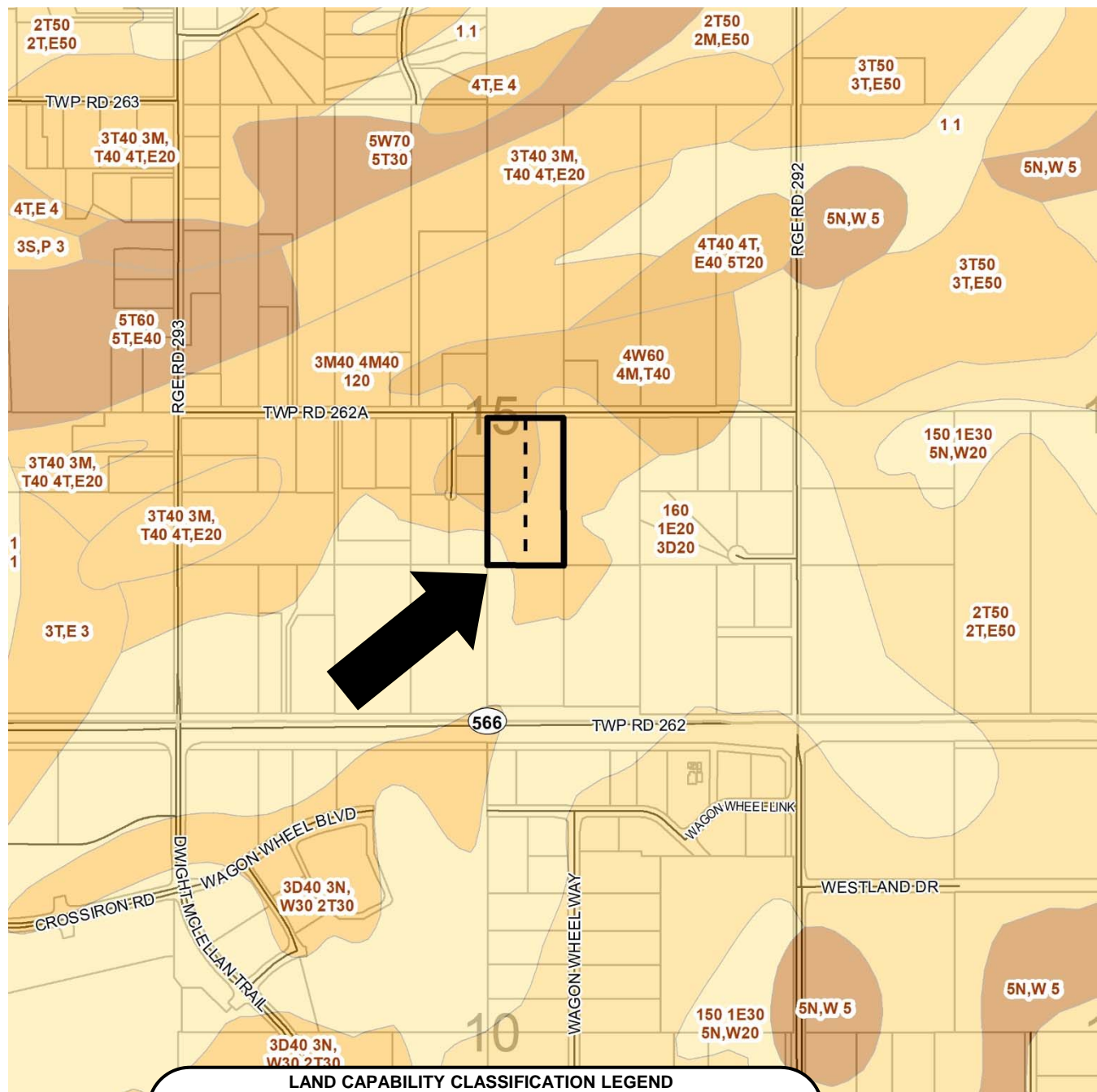


SE-15-26-29-W04M
Block: 1 Plan: 8911822

Date: Sept 05, 2019

Division # 7

File: 06415001



LAND CAPABILITY CLASSIFICATION LEGEND
Limitations refer to cereal, oilseeds and tame hay crops

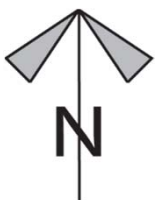
CLI Class

- 1 - No significant limitation
- 2 - Slight limitations
- 3 - Moderate limitations
- 4 - Severe limitations
- 5 - Very severe limitations
- 6 - Production is not feasible
- 7 - No capability

Limitations

- B - brush/tree cover
- C - climate
- D - low permeability
- E - erosion damage
- F - poor fertility
- G - Steep slopes
- H - temperature
- I - flooding
- J - field size/shape
- K - shallow profile development
- M - low moisture holding, adverse texture
- N - high salinity
- P - excessive surface stoniness
- R - shallowness to bedrock
- S - high sodicity
- T - adverse topography
- U - prior earth moving
- V - high acid content
- W - excessive wetness/poor drainage
- X - deep organic deposit
- Y - slowly permeable
- Z - relatively impermeable

SOIL MAP

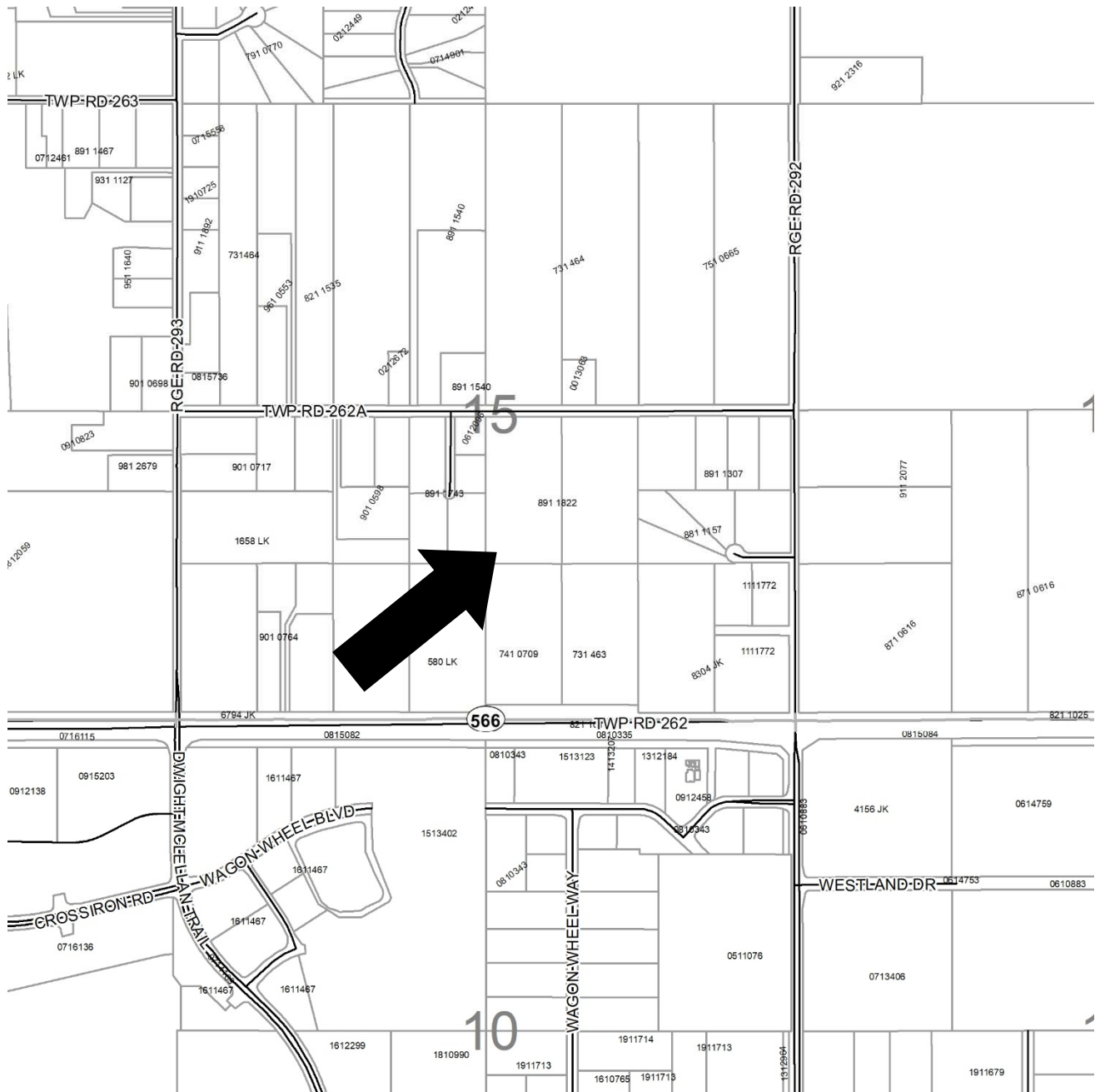


SE-15-26-29-W04M
 Block: 1 Plan: 8911822

Date: Sept 05, 2019

Division # 7

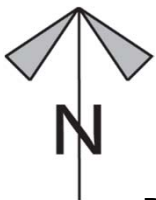
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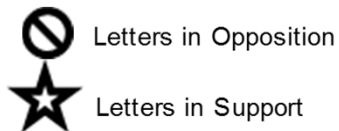
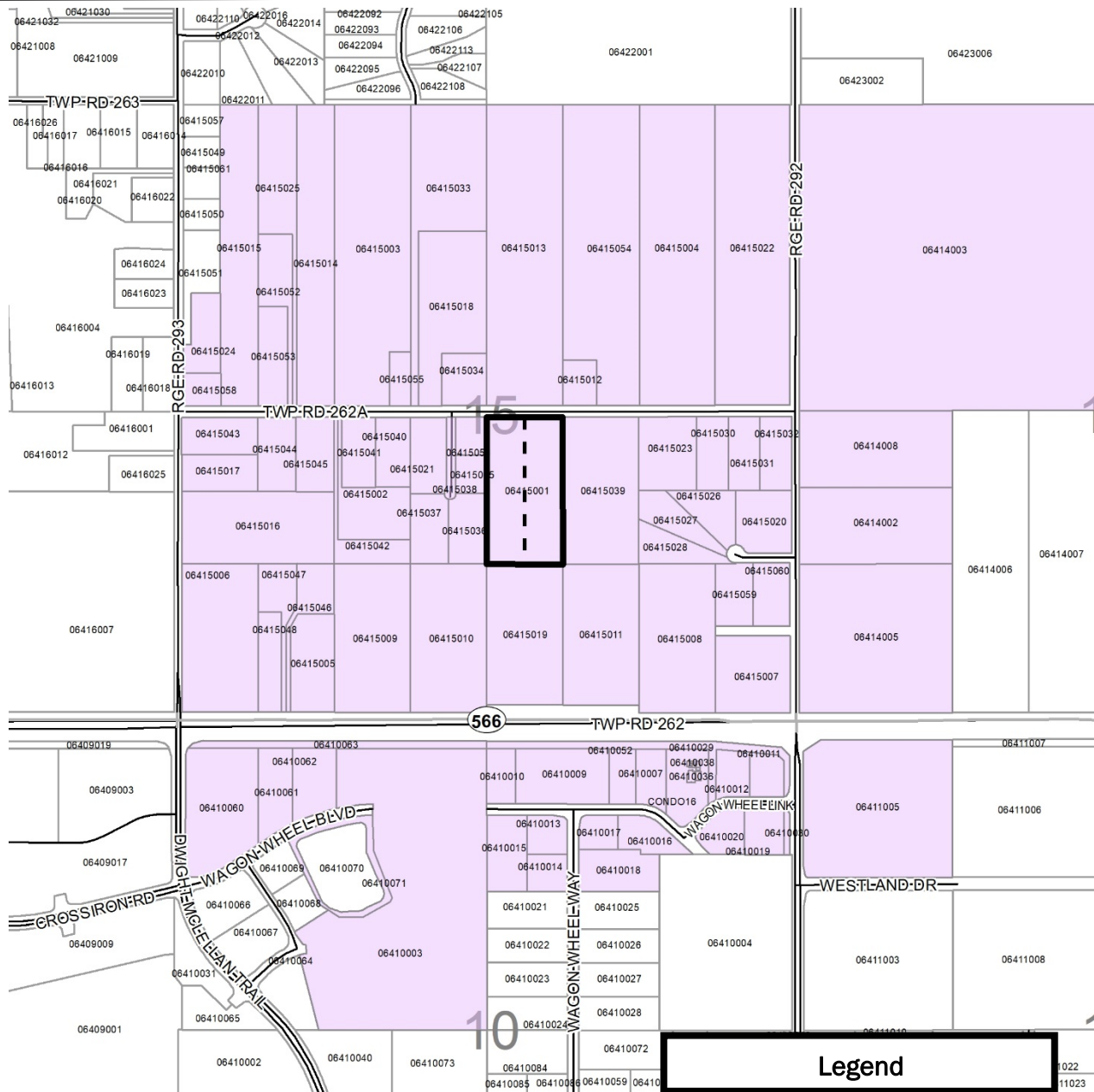
**Legend – Plan numbers**

- First two numbers of the Plan Number indicate the year of subdivision registration.
- Plan numbers that include letters were registered before 1973 and do not reference a year

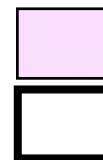
HISTORIC SUBDIVISION MAP

SE-15-26-29-W04M
Block: 1 Plan: 8911822

Date: Sept 05, 2019Division # 7File: 06415001



Legend



Circulation Area

Subject Lands

LANDOWNER CIRCULATION AREA

SE-15-26-29-W04M
Block: 1 Plan: 8911822

Date: Sept 05, 2019Division # 7File: 06415001



APPENDIX 'B': APPROVAL CONDITIONS

- A. The application to create a two \pm 9.55 acre lots at Block 1, Plan 8911822 within SE-15-26-29-W04M having been evaluated in terms of Section 654 of the *Municipal Government Act* and Section 7 and 14 of the Subdivision and Development Regulations, and having considered adjacent landowner submissions, is approved as per the Tentative Plan for the reasons listed below:
1. The application is consistent with the Statutory Policy;
 2. The subject lands hold the appropriate land use designation; and
 3. The technical aspects of the subdivision proposal have been considered and are further addressed through the conditional approval requirements.
- B. The Applicant/Owner is required, at their expense, to complete all conditions attached to and forming part of this conditional subdivision approval prior to Rocky View County (the County) authorizing final subdivision endorsement. This requires submitting all documentation required to demonstrate each specific condition has been met, or agreements (and necessary securities) have been provided to ensure the conditions will be met, in accordance with all County Policies, Standards, and Procedures, to the satisfaction of the County, and any other additional party named within a specific condition. Technical reports required to be submitted as part of the conditions must be prepared by a qualified professional, licensed to practice in the province of Alberta within the appropriate field of practice. The conditions of this subdivision approval do not absolve an Applicant/Owner from ensuring all permits, licenses, or approvals required by Federal, Provincial, or other jurisdictions are obtained.
- C. Further, in accordance with Section 654 and 655 of the *Municipal Government Act*, the application shall be approved subject to the following conditions of approval:

Survey Plans

- 1) Subdivision is to be effected by a Plan of Survey, pursuant to Section 657 of the *Municipal Government Act*, or such other means satisfactory to the Registrar of the South Alberta Land Titles District.
- 2) The Owner is to provide a Site Plan, prepared by an Alberta Land Surveyor, which illustrates the following in relation to the new property lines:
 - a) The Site Plan is to confirm that all existing private sewage treatment systems are located within the boundaries of Lot 1, in accordance with the The Alberta Private Sewage Systems Standard of Practice 2009;
 - b) All existing buildings and structures are to conform to the setback requirements in relation to the new property line, as described in the Residential Two Land Use District, as per the Land Use Bylaw C-4841-97, as amended.

Access

- 3) The Owner shall upgrade the existing road approach to a mutual standard as shown on the Approved Tentative Plan, in order to provide access to Lots 1 and 2; In addition, the Owner shall:
 - a) Provide an access right of way plan; and
 - b) Prepare and register respective easements on each title, where required.



ROCKY VIEW COUNTY

Servicing

- 4) The Owner is to provide confirmation of the tie-in for connection to the East Balzac Water Transmission main for Lots 1 and 2, as shown on the Approved Tentative Plan. This includes providing the following information:
 - a) Confirmation from the water supplier that an adequate and continuous piped water supply is available for the proposed new Lot(s);
 - b) Documentation proving that water supply has been purchased for proposed Lot(s) 1 and 2;
 - c) Documentation proving that water supply infrastructure requirements including servicing to the property have been installed or installation is secured between the developer and water supplier, to the satisfaction of the water supplier and the County.
- 5) The Owner shall submit a Level 3 Private Sewage Treatment System (PSTS) Assessment, prepared by a qualified professional to the satisfaction of the County.
 - a) If the recommendations of the Model Process Assessment indicate improvements are required, the Owner shall enter into a Site Improvements/Services Agreement with the County.

Stormwater Management

- 6) The Owner is to provide and implement a Site Specific Stormwater Implementation Plan (SSIP) in accordance with the Nose Creek Watershed Water Management Plan.

Utility Easements

- 7) Utility Easements, Agreements, and Plans are to be provided and registered prior to registration to the satisfaction of ATCO Gas;

Payments and Levies

- 8) The Owner shall pay the County Subdivision Endorsement fee, in accordance with the Master Rates Bylaw, for the creation of one new lot.
- 9) The Owner shall pay the Transportation Off-Site Levy in accordance with Bylaw C-7356-2014 prior to subdivision endorsement. The County shall calculate the total amount owing:
 - a) from the total gross acreage of the Lands to be subdivided as shown on the Plan of Survey.

Taxes

- 10) All taxes owing up to and including the year in which subdivision is to be registered are to be paid to Rocky View County prior to signing the final documents pursuant to Section 654(1) of the *Municipal Government Act*.

D. SUBDIVISION AUTHORITY DIRECTION:

- 1) Prior to final endorsement of the subdivision, the Planning Department is directed to present the Applicant/Owners with a Voluntary Recreation Contribution Form and ask them if they will contribute to the Fund in accordance with the contributions prescribed in the Master Rates Bylaw

08/29/2019

To Whom It May Concern:

I am writing to you regarding my Subdivision Application for a parcel of land co-owned with my brother since 2001. From the outset, the intention to subdivide has existed, but personal circumstances caused delays. More recently, the area in which this parcel is located has been affected by the imposition of the Transport Offsite Levy, Bylaw C-7356-2014. This levy now has made it rather prohibitive for us to carry through with the subdivision, unless council would grant us an exemption. A number of considerations have therefore prompted me to voice my concerns with you.

Firstly, the land in question is a 19.1 acre parcel in the Balzac area, of legal description: SE/15/26/29/04 (Lot/Block/Plan) /1/8911822. My brother, the co-owner, and his family, built a house on the land and have been living there since 1990, when it was still owned by our parents. A decision in 2001 by our parents to divest this land to us, resulted in the transfer of ownership and a Co-Ownership agreement was drafted up by our lawyer specifically stating that we, the new owners, would pursue subdivision of our property into 2 equal parcels, and that this shall be done as soon as reasonably possible. At the time of the writing of this agreement, I was fully intent on proceeding with this subdivision. However, due to family medical issues, amongst other reasons, the decision to subdivide had to be delayed. We would presently like to follow through with the originally planned subdivision but are now faced with the additional and unexpected prohibitive cost of the TOL. Had I been properly notified of its impending implementation, I would absolutely have proceeded with the application for subdivision before imposition of the levy. This situation has frustrated and complicated the nature of the co-ownership since only one of us resides on the property and therefore even the attribution of equitable evaluation is a difficult issue to resolve.

Secondly, the municipality has not given the residents in question proper notification. We have spoken with a number of residents on the street, all of who were unaware of its existence. Indeed, my brother and I had only been made aware of it by chance, when we began informing ourselves as to the procedures involved in a subdivision which we planned to undertake.

Finally, the levy in question seems to inequitably target residents on the south side of Township Road #262A, between RR #292 and #293, as the residents to the north side are unaffected, and yet are sharing the same road to access properties.

I am asking you to please take into consideration my unique circumstances in this matter and am requesting that for my purposes, an exemption to the levy be made. I am aware that part (d) of Section #6, Exemptions, of the bylaw, which states:

d) Any Lands or portions thereof where Council has determined, in its sole and unfettered discretion, that it is appropriate in the circumstances to not impose the Levy upon such portion of the Lands as a result of the Development contemplated in the applicable Development Permit or Subdivision Approval.

... leaves considerable discretion to Council with regard to granting an exemption and I am hoping that my unique circumstances would qualify for consideration of this exemption.

Yours truly,

Fred Heger

Also, See back →

Proposed Subdivision Plan:

The co-owners (Fred Heger & Georg Heger) propose to subdivide our 19.1 Acre Parcel into two 9.55 Acre parcels (one 9.55 lot broken off). There are no plans to change any existing water or sewage systems. The existing system is a shallow well with a septic sewage system. There will be no additional access roads to the property therefore not creating any additional traffic to the area. The land will remain untouched (both the existing and new parcel).



CAPITAL PROJECT MANAGEMENT

TO: Council

DATE: February 25, 2020 **DIVISION:** All

FILE: 1025-220 **APPLICATION:** N/A

SUBJECT: Resolution of Support for Alberta Community Partnership Grant Application

EXECUTIVE SUMMARY:

Rocky View County has been an active member of the Cooperative Stormwater Management Initiative (CSMI) since 2012, working with regional partners to address flooding, environmental, and economic concerns within the region through the construction of a shared stormwater conveyance system.

On behalf of the Cooperative, Wheatland County has applied for grant funding to support \$200,000 of governance and design activities under the Alberta Community Partnership (ACP) program.

The ACP application requires that second municipality provide a resolution of support by March 4th, 2020, and the Cooperative has requested that Rocky View County be the supporting partner.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

BACKGROUND:

Rocky View County has been an active member of the Cooperative Stormwater Management Initiative (CSMI) since 2012, working with regional partners to address flooding, environmental, and economic concerns within the region through the construction of a shared stormwater conveyance system.

In order to minimize the overall cost to municipalities, the Cooperative routinely seeks funding from non-municipal sources. To date, the Partners have benefitted from four successful applications, totaling approximately \$10 Million.

The Cooperative is currently seeking funding through the Alberta Community Partnership (ACP) to support \$200,000 of planning and implementation works, including:

Item Description	Estimated Cost
Regional Stormwater Rate Structure	\$10,000
Regional Water Quality Monitoring Program	\$45,000
Regional Stormwater Management Policies	\$100,000
Regional Stormwater Rural Best Practices Program	\$45,000

The ACP grant requires that a one municipality apply as the 'Managing Partner' and that a second 'Partnering' municipality provides a resolution of support for the application by March 4th, 2020.

Wheatland County has agreed to apply as the managing partner on behalf of the Cooperative, and Rocky View County has been requested to provide the resolution of support.

Administration Resources

Doug Hafichuk, Capital Project Management



Although municipalities may only make one ACP application per year, municipalities providing a resolution of support are not prevented from making their own application under the ACP program.

BUDGET IMPLICATIONS:

There are no budget implications associated with supporting the ACP Grant Application.

OPTIONS:

- Option #1 THAT Rocky View County supports Wheatland County's (managing partner) submission of a 2019/2020 Alberta Community Partnership grant application in support of the CSMI regional stormwater management project".
- Option #2 THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

"Byron Riemann"

"Al Hoggan"

Executive Director of Operations

Chief Administrative Officer

DH/bg



NOTICE OF MOTION

**Submitted in accordance with sections 54, 55, 56, 57, and 58 of
Procedure Bylaw C-7907-2019**

Presented By: Councillor Kim McKylor, Division 2
Seconded By: Councillor Gautreau, Division 5

This notice of motion is read into the Council record on **February 11, 2020**. The motion as read into the record will be debated on **February 25, 2020**.

TITLE: **Funding for Springbank Community Building & funding for future recreational requirements**

WHEREAS The Springbank Community requires a community centre;

AND WHEREAS The Springbank Community Hall (circa 1905) was condemned in May of 2018;

AND WHEREAS The draft Master Recreation Plan demonstrates a need for a multi-purpose community space in the Springbank area;

AND WHEREAS The four-acre Commercial Court Municipal Reserve set aside by Councillor Brenda Goode for the Springbank Community Association will not adequately accommodate both parking & and community facility;

AND WHEREAS MSI funds of \$2.2 million dollars are available for Springbank for Recreation;

AND WHEREAS The Springbank Park for All Season has financial requirements to allow for future growth and development, which are to be determined pending the new Recreation Master Plan;

AND WHEREAS The County has available fee simple lands which could be monetized and used for recreation and cultural purposes;

AND WHEREAS Tax Roll # 5835001 located in the Town of Cochrane is available to be sold at fair market value;

THEREFORE BE IT RESOLVED THAT:

1. Administration be directed to sell Tax Roll # 5835001 at fair market value; and

2. THAT the net proceeds as well as the Springbank MSI funds be set aside for equitable distribution towards a new Springbank Community Centre, future recreation as well as land(s) as required by either of these projects.



MUNICIPAL CLERK'S OFFICE

TO: Council
DATE: February 25, 2020 **DIVISION:** All
FILE: 0194
SUBJECT: Council Code of Conduct Bylaw – Third Reading of Bylaw C-8014-2020

EXECUTIVE SUMMARY:

On February 11, 2020, Bylaw C-8014-2020 was presented to Council for amendments to the Council Code of Conduct Bylaw (C-7768-2018), and Council approved first and second readings. The proposed amendments pertain to the informal and formal complaint procedure, and provide for a public complaint procedure.

Section 190(5) of the Procedure Bylaw (C-7907-2019) requires that no more than two readings be provided at one meeting unless the members present unanimously pass a motion to authorize third reading at that meeting. Given that C-8014-2020 failed to receive unanimous authorization for third reading, the bylaw is to be included on the agenda of the next regular council meeting for consideration of third reading.

ADMINISTRATION RECOMMENDATION:

That Bylaw C-8014-2020 be given third reading in accordance with Option # 1.

BUDGET IMPLICATIONS:

There are no budget implications associated with this item.

OPTIONS:

- Option #1: THAT Bylaw C-8014-2020 be given third reading.
Option #2: THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

"Kent Robinson"

"Al Hoggan"

Executive Director,
Corporate Services

Chief Administrative Officer

CS/rp

ATTACHMENTS:

- Attachment A: Bylaw C-8014-2020
Attachment B: Council Code of Conduct Bylaw C-7768-2018

Administration Resources
Charlotte Satink, Municipal Clerk's Office



ROCKY VIEW COUNTY
Cultivating Communities

BYLAW C-8014-2020

A Bylaw of Rocky View County, in the Province of Alberta, to amend the *Council Code of Conduct Bylaw*.

WHEREAS section 191 of the *Municipal Government Act* allows Council to amend bylaws;

NOW THEREFORE the Council of Rocky View County enacts as follows:

Title

- 1 This bylaw may be cited as *Bylaw C-8014-2020*.

Definitions

- 2 Words in this bylaw have the same meaning as those set out in the *Municipal Government Act* except as follows:
 - (1) “**Council Code of Conduct Bylaw**” means Rocky View County Bylaw C-7768-2018, being the *Council Code of Conduct Bylaw*, as amended or replaced from time to time; and
 - (2) “**Municipal Government Act**” means the *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time.

Effect

Amendments to the Informal Complaint Process

- 3 Section 55 of the *Council Code of Conduct Bylaw* is amended as follows:

“~~Any person~~ **Member of Council** who has identified or witnessed conduct by a Councillor that the person reasonably believes, in good faith, is in contravention of this Bylaw may address the prohibited conduct by”
- 4 Section 56 of the *Council Code of Conduct Bylaw* is amended as follows:

“~~Individuals~~ **Members of Council** are encouraged to pursue this informal complaint procedure as the first means of remedying conduct that they believe violates this Bylaw. However, ~~an individual is~~ **Members of Council are** not required to complete this informal complaint procedure prior to pursuing the formal complaint procedure outlined below.”
- 5 Section 57 of the *Council Code of Conduct Bylaw* is amended as follows:

“~~Any person~~ **Member of Council** who has identified or witnessed conduct by a Councillor that they reasonably believe, in good faith, is in contravention of this Bylaw may file a formal complaint in accordance with the following procedure.”

- 6 Add a new section 55(b)(i) to the *Council Code of Conduct Bylaw* with the following wording:

“In the event that the Reeve is the subject of, or is implicated in a complaint, the member of council may request the assistance of the Deputy Reeve;”

- 7 Add a new section 55(b)(ii) to the *Council Code of Conduct Bylaw* with the following wording:

“In the event that the Deputy Reeve is the subject of, or is implicated in, a complaint, the member of council may request the assistance of the Reeve;”

- 8 Add a new section 55(b)(iii) to the *Council Code of Conduct Bylaw* with the following wording:

“In the event that both the Reeve and Deputy Reeve are the subjects of, or are implicated in, a complaint, the member of council may submit the complaint to any other member of Council who must provide it to Council as a whole during a closed session.”

Amendments to the Formal Complaints Process

- 9 Section 57(b) of the *Council Code of Conduct Bylaw* is amended as follows:

“All complaints shall be addressed to ~~Council the Investigator~~,”

- 10 Add a new section 57(c)(i) to the *Council Code of Conduct Bylaw* with the following wording:

“Once a complaint has been received by Council, the complaint will be added as an agenda item to be considered by Council during a closed session at a Council meeting”

- 11 Add a new section 57(c)(ii) to the *Council Code of Conduct Bylaw* with the following wording:

“After considering the complaint, Council may by resolution:

- (a) Recommend or direct that an investigation be undertaken by the Investigator;
- (b) Recommend or direct that no action be taken;
- (c) Recommend or direct that the Reeve and Deputy Reeve assist in informal discussion of the alleged complaint with the Council member in an attempt to resolve the issue;
- (d) In the event that the Reeve is the subject of the alleged complaint, or is implicated in a complaint, recommend or direct that the Deputy Reeve and another Council member assist in informal discussion of the alleged complaint in an attempt to resolve the issue;
- (e) In the event that the Deputy Reeve is the subject of the alleged complaint, or is implicated in a complaint, recommend or direct that the Reeve and another Council member assist in informal discussion of the alleged complaint in an attempt to resolve the issue; or

- (f) In the event that the Reeve and Deputy Reeve is the subject of the alleged complaint, or is implicated in a complaint, recommend or direct that two Council members assist in informal discussion of the alleged complaint in an attempt to resolve the issue."

Addition of a Public Complaints Process

- 12 Add a new section header to the *Council Code of Conduct Bylaw* "Public Complaints" following section 57.

- 13 Add a new section 57.1 to the *Council Code of Conduct Bylaw*, following the Public Complaints header, with the following wording:

"Members of the public who have identified or witnessed conduct by a Member of Council that they reasonably believe, in good faith, is in contravention of this Bylaw may address their concerns by:

- (a) Providing a written complaint that must:
 - (i) be dated and signed by an identifiable individual;
 - (ii) set out a detailed descriptor of the facts, as they are known, giving rise to the concern;
 - (iii) be delivered to the Reeve or Deputy Reeve;
- (b) Failure to provide the information as noted in section 57(a) deem the complaint as refused.
- (c) Upon receipt of a complaint from a member of the public, the Reeve or Deputy Reeve shall:
 - (i) inform Council of the complaint during a closed session;

- 14 Add a new section 57.2, under the Public Complaints header, with the following wording:

"Upon being advised and after reviewing a complaint from a member of the public, Council may by resolution:

- (a) Recommend or direct that an investigation be undertaken by the investigator;
- (b) Recommend or direct that no action be taken;
- (c) Recommend or direct that the Reeve and Deputy Reeve assist in informal discussion of the alleged complaint with the Council member in an attempt to resolve the issue;
- (d) In the event that the Reeve is the subject of the alleged complaint, or is implicated in a complaint, recommend or direct that the Deputy Reeve and another Council member assist in informal discussion of the alleged complaint in an attempt to resolve the issue;

- (e) In the event that the Deputy Reeve is the subject of the alleged complaint, or is implicated in a complaint, recommend or direct that the Reeve and another Council member assist in informal discussion of the alleged complaint in an attempt to resolve the issue;
- (f) In the event that the Reeve and Deputy Reeve is the subject of the alleged complaint, or is implicated in a complaint, recommend or direct that two Council members assist in informal discussion of the alleged complaint in an attempt to resolve the issue.

Transitional

- 15 Bylaw C-8014-2020 is passed and comes into full force and effect when it receives third reading and is signed in accordance with the *Municipal Government Act*.

READ A FIRST TIME IN COUNCIL this _____ day of _____, 2020

READ A SECOND TIME IN COUNCIL this _____ day of _____, 2020

UNANIMOUS PERMISSION FOR THIRD READING this _____ day of _____, 2020

READ A THIRD TIME IN COUNCIL this _____ day of _____, 2020

Reeve

Chief Administrative Officer or Designate

Date Bylaw Signed



BYLAW C-7768-2018

A Bylaw of Rocky View County, in the Province of Alberta, to establish a Code of Conduct for Councillors.

WHEREAS, pursuant to section 146.1(1) of the *Municipal Government Act*, Council must, by bylaw, establish a Code of Conduct governing the conduct of Councillors;

AND WHEREAS, pursuant to section 153 of the *Municipal Government Act*, Councillors have a duty to adhere to the Code of Conduct established by Council;

AND WHEREAS the public is entitled to expect the highest standards of conduct from the elected officials of Rocky View County;

AND WHEREAS the establishment of a Code of Conduct for Councillors is consistent with the principles of transparent and accountable government;

AND WHEREAS a Code of Conduct ensures that Councillors share a common understanding of acceptable conduct extending beyond the legislative provisions governing the conduct of Councillors;

NOW THEREFORE the Council of Rocky View County, in the Province of Alberta, duly assembled, enacts as follows:

Title

- 1 This Bylaw shall be known as the “*Council Code of Conduct Bylaw*.”

Definitions

- 2 In this Bylaw, words have the same meaning as those set out in the *Municipal Government Act*, except as follows:
 - (a) “**Act**” means the *Municipal Government Act*, RSA 2000, c M-26, and associated regulations, as amended;
 - (b) “**Administration**” means the administrative and operational arm of Rocky View County, comprised of the various departments and business units and including all employees who operate under the leadership and supervision of the County Manager;
 - (c) “**County Manager**” means the Chief Administrative Officer of Rocky View County, or their delegate;
 - (d) “**FOIP**” means the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25, any associated regulations, and any amendments or successor legislation;

- (e) “Investigator” means the person or persons appointed by Council to investigate and report on complaints made pursuant to this Bylaw.

Purpose and Application

- 3 The purpose of this Bylaw is to establish standards for the ethical conduct of Rocky View County Councillors relating to their roles and obligations as elected officials, as well as a procedure for the investigation and enforcement of those standards.

Representing Rocky View County

- 4 Councillors shall:
- (a) act honestly and, in good faith, serve the welfare and interests of Rocky View County as a whole;
 - (b) perform their functions and duties in a conscientious and diligent manner with integrity, accountability, and transparency;
 - (c) conduct themselves in a professional manner with dignity and make every effort to participate diligently in the meetings of Council, Committees of Council, and other bodies to which they are appointed by Council; and
 - (d) arrange their private affairs and conduct themselves in a manner that promotes public confidence and will bear close public scrutiny.

Communicating on Behalf of Rocky View County

- 5 A Councillor must not claim to speak on behalf of Council unless authorized to do so.
- 6 Unless Council directs otherwise, the Reeve is the official spokesperson of Council, and in the absence of the Reeve it is the Deputy Reeve. Inquiries from the media regarding the official position of Council on an issue shall be referred to the official spokesperson of Council. Where a matter relates to a particular division, then the Councillor of that division may act as the official spokesperson for that matter.
- 7 The Reeve, Deputy Reeve and any Councillor who is authorized to act as the official spokesperson of Council must ensure that their comments accurately reflect the official position and will of Council as a whole, even if that Councillor personally disagrees with the position of Council.
- 8 No Councillor shall make a statement when they know that statement is false.
- 9 No Councillor shall make a statement with the intent to mislead Council or members of the public.
- 10 Communications concerning matters of a political nature are to be directed through the Reeve. Communications concerning matters of an administrative/operational nature are to be directed through the County Manager.

Use of Social Media

- 11 Personal use of social media should be kept separate from a Councillor's professional use.
- 12 Councillors are discouraged from opening up their personal social networks for official business.
- 13 When responding to comments from residents posted on social media sites, a Councillor should consider whether the comment is a service request, a compliment or a complaint, and should address the comment as follows:
 - (a) For service requests, the Councillor should direct the person to the appropriate department for the matter to be addressed;
 - (b) For compliments, the Councillor should thank the person and pass along the compliment to the appropriate people (i.e. fellow Councillors or Administration) as appropriate;
 - (c) For complaints, the Councillor should thank the person for taking the time to write and state that the complaint will be taken under advisement. Engaging in debates on social media is discouraged.

Respecting the Decision-Making Process

- 14 Decision-making authority lies with Council as a whole and not with individual Councillors. Council may only act by bylaw or resolution passed at a Council meeting held in public at which there is a quorum present.
- 15 No Councillor shall, unless authorized by Council, attempt to bind Rocky View County or give direction to employees in Administration, agents, contractors, consultants, or other service providers or prospective vendors of Rocky View County.
- 16 Councillors shall conduct and convey Council business and all of their duties in an open and transparent manner other than for those matters which by law are authorized to be dealt with in a confidential manner in an in-camera session, and in so doing, allow the public to view the process and rationale which was used to reach decisions and the reasons for taking certain actions.
- 17 Councillors shall accurately communicate the decisions of Council, even if they disagree with the decisions of Council, such that respect for the decision-making process of Council is fostered.

Adherence to Policies, Procedures, and Bylaws

- 18 Councillors shall uphold the law established by the Parliament of Canada and the Legislature of Alberta and the bylaws, policies, and procedures adopted by Council.

- 19 Councillors shall respect Rocky View County as an institution, its bylaws, policies, and procedures, and shall encourage public respect for Rocky View County and its bylaws, policies, and procedures.
- 20 Councillors must not encourage disobedience of any bylaw, policy, or procedure of Rocky View County in responding to a member of the public, as this undermines public confidence and the rule of law.

Respectful Interactions with Councillors, Staff, the Public, and Others

- 21 Councillors shall act in a manner that demonstrates fairness, respect for individual differences and opinions, and an intention to work together for the common good and in furtherance of the public interest.
- 22 Councillors shall treat one another, the employees of Rocky View County, and members of the public with courtesy, dignity, and respect and without abuse, bullying, or intimidation.
- 23 Councillors shall uphold the spirit and intent of the Council Meeting Norms set out at Schedule "A" of this bylaw.
- 24 No Councillor shall shout at or use indecent, abusive, or insulting words or expressions toward another Councillor, any employee of Rocky View County, or any member of the public.
- 25 No Councillor shall speak in a manner that is discriminatory to any individual based on the person's race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, or sexual orientation.
- 26 Councillors shall respect the fact that the employees in Administration work for Rocky View County as a corporate body and are charged with making recommendations that reflect their professional expertise and a corporate perspective and that employees are required to do so without undue influence from any Councillor or group of Councillors.
- 27 Councillors must not:
 - (a) involve themselves in matters of Administration, which fall within the jurisdiction of the County Manager;
 - (b) use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any employee of Rocky View County with the intent of interfering in the employee's duties; or
 - (c) maliciously or falsely injure the professional or ethical reputation or the prospects or practice of employees of Rocky View County.

Confidential Information

- 28 Councillors must keep in confidence matters discussed in private at a Council or Council Committee meeting until the matter is discussed at a meeting held in public.

- 29 In the course of their duties, Councillors may also become privy to confidential information received outside of an in-camera meeting. Councillors must not:
- (a) disclose or release by any means to any member of the public, including the media, any confidential information acquired by virtue of their office, unless the disclosure is required by law or authorized by Council; or
 - (b) access or attempt to gain access to confidential information in the custody or control of Rocky View County unless it is necessary for the performance of the Councillor's duties and is not otherwise prohibited by Council, and only then if the information is acquired through appropriate channels in accordance with applicable Council bylaws and policies.
- 30 No Councillor shall use confidential information for personal benefit or for the benefit of any other individual organization.
- 31 Confidential information includes information in the possession of, or received in confidence by, Rocky View County that is prohibited from being disclosed pursuant to legislation, court order, or by contract, or is required to refuse to disclose under *FOIP* or any other legislation, or any other information that pertains to the business of Rocky View County, and is generally considered to be of a confidential nature, including but not limited to information concerning:
- (a) the security of the property of Rocky View County;
 - (b) a proposed or pending acquisition or disposition of land or other property;
 - (c) a tender that has or will be issued but has not been awarded;
 - (d) contract negotiations;
 - (e) employment and labour relations;
 - (f) draft documents and legal instruments, including reports, policies, bylaws, and resolutions, that have not been the subject matter of deliberation in a meeting open to the public;
 - (g) law enforcement matters;
 - (h) litigation or potential litigation, including matters before administrative tribunals; and
 - (i) advice that is subject to solicitor-client privilege.
- 32 Councillors will return all confidential documents to Administration at the conclusion of the *in camera* portion of a meeting.
- 33 Incidents where a Councillor may have collected, used or disclosed personal information in contravention of Part 2 of the *FOIP* Act will be proactively reported to the Office of the Information and Privacy Commissioner (OIPC) of Alberta for investigation.

Conflicts of Interest

- 34 Councillors have a statutory duty to comply with the pecuniary interest provisions set out in Part 5, Division 6 of the *Municipal Government Act* and a corresponding duty to vote unless required or permitted to abstain under the Act or another enactment.
- 35 Councillors are to be free from undue influence and not act or appear to act in order to gain financial or other benefits for themselves, family, friends, associates, business, or otherwise.
- 36 Councillors shall approach decision-making with an open mind that is capable of persuasion.
- 37 It is the individual responsibility of each Councillor to seek independent legal advice, at the Councillor's sole expense, with respect to any situation that may arise from a pecuniary or other conflict of interest.

Improper Use of Influence

- 38 No Councillor shall use the influence of their office for any purpose other than for the exercise of their official duties.
- 39 No Councillor shall act as a paid agent to advocate on behalf of any individual, organization, or corporate entity before Council, a Council Committee, or any other body established by Council.
- 40 Councillors shall not contact or otherwise attempt to influence members of any adjudicative body regarding any matter before it relating to Rocky View County.
- 41 Councillors shall refrain from using their positions to obtain employment with Rocky View County for themselves, family members, or close associates. Councillors are ineligible to apply or be considered for any position with Rocky View County while they hold their elected position and for one year after leaving office.

Use of Municipal Assets and Services

- 42 Councillors shall use municipal property, equipment, services, supplies and staff resources only for the performance of their duties as a Member, subject to the following limited exceptions:
 - (a) municipal property, equipment, service, supplies, and staff resources that are available to the general public may be used by a Councillor for personal use upon the same terms and conditions as members of the general public, including booking and payment of any applicable fees or charges; and
 - (b) electronic communication devices, including but not limited to desktop computers, laptops, tablets, and smartphones, which are supplied by Rocky View County to a Councillor, may be used for personal use, provided that the use is not offensive, or inappropriate.

Orientation and Other Training Attendance

- 43 Every Councillor must attend the initial orientation training offered by Rocky View County within 90 days after the Councillor takes the oath of office. Additional orientation training may be offered at the discretion of the Reeve.
- 44 Unless excused by Council, every Councillor should attend any other training organized at the direction of Council for the benefit of Councillors throughout the Council term.

Remuneration and Expenses

- 45 Councillors are stewards of public resources and shall avoid waste, abuse, and extravagance in the use of public resources.
- 46 Councillors shall be transparent and accountable with respect to all expenditures and strictly comply with all municipal bylaws, policies, and procedures regarding claims for remuneration and expenses.
- 47 Councillors may be reimbursed for expenses incurred in the following instances and in accordance with Rocky View County policies:
- (a) Conference fees for the following conferences:
 - (i) Rural Municipalities of Alberta (RMA) Spring and Fall Conference;
 - (ii) Alberta Urban Municipalities Association (AUMA) Annual Conference;
 - (iii) Economic Developers Alberta (EDA) Annual Conference;
 - (iv) Agricultural Service Board (ASB) Conference and Provincial Tour;
 - (v) Federation of Canadian Municipalities (FCM) Conference;
 - (vi) Other conferences;
 - (b) Tickets to community and charitable functions, excluding tickets to any fund-raising events held by a Provincial political party, a constituency association or a candidate;
 - (c) Expenses incurred while hosting third parties, including officials from other heads of government and out-of-town delegations; and
 - (d) Expenses incurred to attend and participate in community parades.

Gifts and Hospitality

- 48 Councillors shall not accept gifts, hospitality, or other benefits that would, to a reasonable member of the public, appear to be in gratitude for influence, to induce influence, or otherwise to go beyond the necessary and appropriate public functions involved.

- 49 Councillors may accept hospitality, gifts, or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation, provided that the value of the hospitality, gift, or benefit does not exceed \$500.00.
- 50 Where the approximate value of the ticket is over \$500.00, Councillors may not accept a complementary ticket or a reduced ticket rate for events such as fundraisers, golf tournaments, concerns, sporting events, etc. except with the permission of the Reeve, or with the permission of the Deputy Reeve in the case of the Reeve, and following the below guidelines:
- (a) The representative of the organization extending the invitation must be in attendance;
 - (b) The value of the food/drink must be reasonable; and
 - (c) The invitations must be infrequent.
- 51 Where a Councillor has received a benefit from a supplier, that Councillor is encouraged to recuse themselves from subsequent decision-making involving that supplier.
- 52 Gifts received by a Councillor on behalf of Rocky View County as a matter of official protocol which have significance or historical value shall be left with Rocky View County when the Councillor ceases to hold office.
- 53 Each Councillor must file an annual disclosure statement no later than October 1st of each year listing the gifts and benefits received beyond \$500.00 during the past calendar year, including an approximation of their monetary value. The annual disclosure statement will be published on the rockyview.ca website.

Election Campaigns

- 54 No Councillor shall use any facilities, equipment, supplies, services, municipal logo, or other resources of Rocky View County for any election campaign or campaign-related activity.

Informal Complaint Process

- 55 Any person who has identified or witnessed conduct by a Councillor that the person reasonably believes, in good faith, is in contravention of this Bylaw may address the prohibited conduct by:
- (a) advising the Councillor that the conduct violates this Bylaw and encouraging the Member to stop; and
 - (b) requesting the Reeve to assist in informal discussion of the alleged complaint with the Councillor in an attempt to resolve the issue. In the event that the Reeve is the subject of, or is implicated in a complaint, the person may request the assistance of the Deputy Reeve.
- 56 Individuals are encouraged to pursue this informal complaint procedure as the first means of remedying conduct that they believe violates this Bylaw. However, an individual is not

required to complete this informal complaint procedure prior to pursuing the formal complaint procedure outlined below.

Formal Complaint Process

- 57 Any person who has identified or witnessed conduct by a Councillor that they reasonably believe, in good faith, is in contravention of this Bylaw may file a formal complaint in accordance with the following procedure:
- (a) All complaints shall be made in writing and shall be dated and signed by an identifiable individual;
 - (b) All complaints shall be addressed to the Investigator;
 - (c) The complaint must set out reasonable and probable grounds for the allegation that the Councillor has contravened this Bylaw, including a detailed description of the facts, as they are known, giving rise to the allegation;
 - (d) The Investigator may request additional information from the complainant in order to determine whether a contravention of this Bylaw has occurred;
 - (e) If the facts, as reported, include the name of one or more Councillors who are alleged to be responsible for the breach of this Bylaw, the Councillor or Councillors concerned shall receive a copy of the complaint submitted to the Investigator;
 - (f) Upon receipt of a complaint under this Bylaw, the Investigator shall review the complaint and decide whether to proceed with an investigation into the complaint or not. If the Investigator is of the opinion that
 - (i) a complaint is frivolous or vexatious,
 - (ii) a complaint is not made in good faith,
 - (iii) there are no grounds or insufficient grounds for conducting an investigation, or
 - (iv) the complaint is not within the authority of the Investigator to investigate, or, if in the opinion of the Investigator, the complaint should be referred to a different body for investigation,

the Investigator may choose not to investigate or, if already commenced, may terminate any investigation, or may dispose of the complaint in a summary manner. In that event, the complainant and Council shall be notified of the Investigator's decision;
 - (g) If the Investigator decides to investigate the complaint, the Investigator is authorized to take such steps as they may consider appropriate to complete the investigation, which may include seeking legal advice or accessing records held by Rocky View County;

- (h) All proceedings of the Investigator regarding the investigation shall be confidential and shall be protected in accordance with the *FOIP Act*;
- (i) The Investigator shall, upon conclusion of the investigation, provide Council and the Councillor who is the subject of the complaint with the results of the investigation;
- (j) The results of an investigation by the Investigator shall remain confidential and shall be considered by Council in an *in camera* session. The results of an investigation shall be made available to the public only after Council considers the matter and in accordance with the provisions of the *FOIP Act*;
- (k) A Councillor who is the subject of an investigation shall be afforded procedural fairness, including an opportunity to respond to the allegations before Council deliberates and makes any decision or imposes any sanctions; and
- (l) A Councillor who is the subject of an investigation is entitled to be represented by legal counsel at the Councillor's sole expense. Where the action results in no sanction for the Councillor, Council may consider reimbursing the Councillor for their legal expenses.

Compliance, Enforcement, and Sanctions

- 58 Councillors shall uphold the letter, the spirit, and the intent of this Bylaw.
- 59 Councillors are expected to cooperate in every way possible in securing compliance with the application and enforcement of this Bylaw.
- 60 No Councillor shall:
 - (a) undertake any act of reprisal or threaten reprisal against a complainant or any other person for providing relevant information to Council, the Investigator, or to any other person;
 - (b) obstruct Council, the Investigator, or any other person in carrying out the objectives or requirements of this Bylaw.
- 61 Sanctions may be imposed on a Councillor, by a resolution of Council passed at a meeting held in public at which there is a quorum present, upon a finding that a Councillor has breached this Bylaw. The sanctions imposed on a Councillor may include any one, or combination of, the following:
 - (a) a letter of reprimand addressed to the Councillor;
 - (b) requesting that the Councillor issue a letter of apology;
 - (c) requesting that the Councillor attend training;
 - (d) requesting that the Councillor return or reimburse the value of property, equipment, gifts, benefits, or other items, or reimburse the value of services rendered;

- (e) restrictions on the travel and representation of the Councillor on behalf of the Municipality;
- (f) restrictions on how documents are provided to the Councillor (e.g. no electronic copies of documents or only watermarked copies for tracking purposes);
- (g) publication of a letter of reprimand or request for apology and the Councillor's response;
- (h) suspension or removal of the appointment of a Councillor as the Chief Elected Official (Reeve) under section 150(2) of the Act;
- (i) suspension or removal of the appointment of a Councillor as the Deputy Chief Elected Official (Deputy Reeve) or acting chief elected official under section 152 of the Act;
- (j) suspension or removal of the Chief Elected Official's presiding duties under section 154 of the Act;
- (k) suspension or removal from some or all Council Committees and bodies to which Council has the right to appoint members;
- (l) suspension or removal as the Chair or Vice Chair of a Council Committee or body to which Council has the right to appoint members;
- (m) reduction or suspension of remuneration as defined in section 275.1 of the Act corresponding to a reduction in duties, excluding allowances for attendance at Council meetings; or
- (n) any other sanction that Council deems reasonable and appropriate in the circumstances provided that the sanction does not prevent a Councillor from fulfilling their legislated duties and that the sanction is not contrary to the Act.

Investigator

- 62 Council shall appoint a person or persons to act as the Investigator.
- 63 The following persons are not eligible to act as the Investigator:
- (a) a Councillor of Rocky View County, or a family member, friend, or close associate of a Councillor of Rocky View County; or
 - (b) an employee of Rocky View County.
- 64 The records in the custody and control of the Investigator are considered property of Rocky View County and are subject to the *FOIP Act* and municipal information governance policies.

Review

- 65 This Bylaw shall be brought forward for review at the beginning of each term of Council, when relevant legislation is amended, and at any other time that Council considers

appropriate to ensure that it remains current and continues to accurately reflect the standards of ethical conduct expected of Councillors.

Severability

- 66 Each provision of this Bylaw is independent of all other provisions. If any such provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

Transitional

- 67 Bylaw C-7768-2018 is passed when it receives third reading and is signed by the Reeve/Deputy Reeve and the Chief Administrative Officer or Designate.

READ A FIRST TIME IN COUNCIL this 26th day of June, 2018

READ A SECOND TIME IN COUNCIL this 26th day of June, 2018

UNANIMOUS PERMISSION FOR THIRD READING this 26th day of June, 2018

READ A THIRD TIME IN COUNCIL this 26th day of June, 2018


Reeve


CAO or Designate

June 26, 2018
Date Bylaw Signed

Schedule "A"

Rocky View County Council Meeting Norms

RVC Council Meeting Norms are:

- *Designed to be used by Council in all of their interactions;*
- *Behaviours Council wants to live by in their meetings; and*
- *Used to make progress on Council member relationships, not to make them perfect.*

#1 We will listen actively to each other

When we are listening *actively*, we are remembering that we have been given two ears and one mouth for a reason. When we are listening actively, we will:

- Be present in the room and focus on the conversation we are having;
- Verify that we understand what someone is saying by summarizing what we heard and checking if our understanding is accurate;
- Seek to understand what the person speaking is saying rather than try to "win";
- Have open body language, such as leaning in and making eye contact;
- Say, "tell me more" so we can better understand the speaker's position; and
- Slow down and not interrupt each other.

#2 We will respect our fellow Councillors

Respect is the bedrock of healthy human interaction. When we are respecting each other, we will observe:

- No personal attacks being made;
- The issues, not the individuals, being challenged;
- Council members feeling safe to share ideas and feelings;
- People being allowed to finish what they are saying;
- People talking directly to the person with whom they are having an issue rather than "triangulating" by gossiping about a third person in order to or form camps; and
- People apologizing when old behaviours surface.

#3 We will show humility

Humility is not a sign of weakness, but a sign of strength in leaders. When we are showing humility, we will observe ourselves:

- Letting go of being right or perfect;
- Accepting outcomes that may be different from what we wanted and being able to move on by knowing that our goal is not about winning;

- Concentrating on what is best for the County rather than what is best for one Councillor; and
- Accepting that we might be wrong, that we might not know everything about an issue, and that there is more for us to learn.

#4 We will take each other face value

When taking our fellow councillors at face-value we are:

- Believing that their intentions are good;
- Open-minded to their perspective; and
- Not making assumptions about what they are saying or why they are saying it. Instead, if we are unsure about their intentions, we ask them, with respect, to clarify or elaborate on their intentions and motivations so we can understand their position more clearly.

#5 We will be curious

When we are curious, we are:

- Asking questions of each other, not just stating our position or telling someone what we think they should know;
- Asking others to challenge our perspective and to share their experiences that might be different from our own; and
- Arguing less and acknowledging that the other person's idea may be possible and valid before stating our own.

Logistics

- We will respect each other's time by starting on time and finishing on time as often as possible;
- We will limit our use of devices for taking notes or reading digital documents relevant to the task at hand;
- We will turn our device notifications off and limit usage to breaks; and
- We will make sure that we are taking care of ourselves during meetings.



MUNICIPAL CLERK'S OFFICE

TO: Council
DATE: February 25, 2020 **DIVISION:** All
FILE: 0194
SUBJECT: Municipal Planning Commission – Third Reading of Bylaw C-8021-2020

EXECUTIVE SUMMARY:

On February 11, 2020, Bylaw C-8021-2020 was presented to Council for an amendment to the Municipal Planning Commission bylaw (C-7967-2019), and Council approved first and second readings. The proposed amendment is to change quorum from simple majority to three members.

Section 190(5) of the Procedure Bylaw (C-7907-2019) requires that no more than two readings be provided at one meeting unless the members present unanimously pass a motion to authorize third reading at that meeting. Given that Bylaw C-8021-2020 failed to receive unanimous authorization for third reading, the bylaw is to be included on the agenda of the next regular council meeting for consideration of third reading.

ADMINISTRATION RECOMMENDATION:

That Bylaw C-8021-2020 be given third reading in accordance with Option # 1.

BUDGET IMPLICATIONS:

There are no budget implications associated with this item.

OPTIONS:

Option #1: THAT Bylaw C-8021-2020 be given third reading.

Option #2: THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

"Kent Robinson"

"Al Hoggan"

Executive Director,
Corporate Services

Chief Administrative Officer

CS/rp

ATTACHMENTS:

Attachment A: Bylaw C-8021-2020

Attachment B: Municipal Planning Commission Bylaw C-7967-2019

Administration Resources

Charlotte Satink, Municipal Clerk's Office



ROCKY VIEW COUNTY
Cultivating Communities

BYLAW C-8021-2020

A Bylaw of Rocky View County, in the Province of Alberta, to amend the *Municipal Planning Commission Bylaw*.

WHEREAS section 191 of the *Municipal Government Act* allows Council to amend bylaws;

NOW THEREFORE the Council of Rocky View County enacts as follows:

Title

- 1 This Bylaw may be cited as Bylaw C-8021-2020.

Definitions

- 2 Words in this Bylaw have the same meaning as those set out in the *Municipal Government Act*, except as follows:

- (1) **“Municipal Planning Commission Bylaw”** means Rocky View County Bylaw C-7967-2019, being the *Municipal Planning Commission Bylaw*, as amended or replaced from time to time; and
- (2) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, Amendments to the *Land Use Bylaw* and *Subdivision Authority Bylaw*.

- 3 Section 20 of the *Municipal Planning Commission Bylaw* is amended as follows:

“Quorum is **three** ~~a simple majority of the~~ Members of the Municipal Planning Commission.”

Severability

- 4 If any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw will remain valid and enforceable.

Effective Date

- 5 Bylaw C-8021-2020 is passed and comes into full force and effect when it receives third reading and is signed in accordance with the *Municipal Government Act*.

READ A FIRST TIME IN COUNCIL this _____ day of _____, 2020

READ A SECOND TIME IN COUNCIL this _____ day of _____, 2020

UNANIMOUS PERMISSION IN COUNCIL this _____ day of _____, 2020

READ A THIRD TIME IN COUNCIL this _____ day of _____, 2020

Reeve

Chief Administrative Officer or Designate

Date Bylaw Signed



ROCKY VIEW COUNTY
Cultivating Communities

BYLAW C-7967-2019

A Bylaw of Rocky View County, in the Province of Alberta, to establish a Municipal Planning Commission.

WHEREAS section 626(1) of the *Municipal Government Act* authorizes Council to establish a Municipal Planning Commission by bylaw;

AND WHEREAS section 623(1) of the *Municipal Government Act* provides that Council must establish by bylaw a Subdivision Authority to exercise subdivision powers and duties on behalf of Rocky View County;

AND WHEREAS section 624(1) of the *Municipal Government Act* provides that Council must establish by bylaw a Development Authority to exercise development powers and duties on behalf of Rocky View County;

NOW THEREFORE the Council of Rocky View County enacts as follows:

Title

- 1 This Bylaw may be cited as the *Municipal Planning Commission Bylaw*.

Definitions

- 2 Words in this Bylaw have the same meaning as those set out in the *Municipal Government Act*, except as follows:
 - (1) **“Administration”** means the operations and staff of Rocky View County under the direction of the Chief Administrative Officer.
 - (2) **“Council”** means the duly elected Council of Rocky View County;
 - (3) **“Councillor”** means a duly elected Councillor of Rocky View County;
 - (4) **“Chief Administrative Officer”** means the Chief Administrative Officer of Rocky View County pursuant to the *Municipal Government Act* or their authorized delegate;
 - (5) **“Development Authority”** means a Development Authority as defined and contemplated in the *Municipal Government Act*;
 - (6) **“Land Use Bylaw”** means Rocky View County Bylaw C-4841-97, being the *Land Use Bylaw*, as amended or replaced from time to time;
 - (7) **“Member”** means a person appointed to the Municipal Planning Commission and includes either a Councillor or a Member at Large.

- (8) **“Member at Large”** means a person appointed to the Municipal Planning Commission who is a member of the public and not a Councillor.
- (9) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time;
- (10) **“Procedure Bylaw”** means Rocky View County Bylaw C-7295-2013, being the *Procedure Bylaw*, as amended or replaced from time to time;
- (11) **“Rocky View County”** means Rocky View County as a municipal corporation and the geographical area within its *jurisdictional* boundaries, as the context requires;
- (12) **“Subdivision Authority”** means a Subdivision Authority as defined and contemplated in the *Municipal Government Act*; and
- (13) **“Subdivision Authority Bylaw”** means Rocky View County Bylaw C-7546-2015, being the *Subdivision Authority Bylaw*, as amended or replaced from time to time.

Municipal Planning Commission Authority

- 3 The Municipal Planning Commission:
 - (1) is the Development Authority for any development application referred to the Municipal Planning Commission under an applicable bylaw, policy, or procedure of Rocky View County or by the Chief Administrative Officer; and
 - (2) is the Subdivision Authority for any subdivision application referred to the Municipal Planning Commission under any applicable bylaw, policy, or procedure of Rocky View County or by the Chief Administrative Officer.
- 4 When acting as the Development Authority, the Municipal Planning Commission exercises the requisite development powers and duties under the *Municipal Government Act* and its applicable regulations. Permitted uses where there is no proposed variance will be administered by Administration whenever possible.
- 5 When acting as the Subdivision Authority, the Municipal Planning Commission exercises the requisite subdivision powers and duties under the *Municipal Government Act* and its applicable regulations.
- 6 The Municipal Planning Commission may consider and make recommendations on any other matter referred to it by Council, Administration, or another board or committee of Rocky View County.

Membership, Appointments, and Remuneration

- 7 The membership of the Municipal Planning Commission may consist of councillors and/or members at large as determined by Council.

- 8 Members of the Municipal Planning Commission are appointed by resolution of Council and serve at the pleasure of Council. Members serve for a term of office as determined by Council.
- 9 Members of the Municipal Planning Commission are remunerated in accordance with applicable Rocky View County policies and procedures.

Chair and Vice Chair

- 10 Council must appoint a Chair and Vice Chair of the Municipal Planning Commission by resolution for a term of office as determined by Council.
- 11 The Chair presides over all Municipal Planning Commission meetings while in attendance and has all the requisite powers of a Chair under the *Procedure Bylaw*.
- 12 The Vice Chair performs the duties of the Chair when the Chair is unable to perform those duties.

Meetings

- 13 Municipal Planning Commission meetings are held on dates and times determined by Council at its annual organizational meeting.
- 14 Additional meetings may be held on dates and times determined by the Municipal Planning Commission as required to fulfil its duties.
- 15 Municipal Planning Commission meetings are advertised in accordance with the *Municipal Government Act* and any applicable Rocky View County bylaw, policy, or procedure.
- 16 Applications to be considered at Municipal Planning Commission meetings are circulated in accordance with the *Municipal Government Act* and its applicable regulations and any applicable Rocky View County bylaw, policy, or procedure.
- 17 The Chief Administrative Officer is responsible for the following:
 - (1) Preparing agendas and minutes for each Municipal Planning Commission meeting;
 - (2) Providing notice of each Municipal Planning Commission meeting and each application to be considered at a Municipal Planning Commission meeting;
 - (3) Preparing and issuing notices of decision on behalf of the Municipal Planning Commission; and
 - (4) Signing decisions and instruments required for endorsements, easements, caveats, development permits, and other documents that are required for development and subdivision

Meeting Procedures

- 18 Municipal Planning Commission meetings are conducted in accordance with Rocky View County's *Procedure Bylaw*.

- 19 Decisions of the Municipal Planning Commission are determined by simple majority vote.
- 20 Quorum is a simple majority of the Members of the Municipal Planning Commission.

Severability

- 21 If any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw will remain valid and enforceable.

Amendment and Effective Date

- 22 Rocky View County Bylaw C-7840-2019, being the *Boards and Committees Bylaw*, is amended as follows:
- (1) Add a new section 9(6) and 31(5) with the following wording: "Municipal Planning Commission."
- 23 Bylaw C-7967-2019, being the *Municipal Planning Commission Bylaw*, is passed when it receives third reading and is signed in accordance with the *Municipal Government Act*.
- 24 Bylaw C-7967-2019, being the *Municipal Planning Commission Bylaw*, comes into full force and effect on February 1, 2020.

READ A FIRST TIME IN COUNCIL this 26th day of November, 2019

READ A SECOND TIME IN COUNCIL this 26th day of November, 2019

UNANIMOUS PERMISSION FOR THIRD READING this 26th day of November, 2019

READ A THIRD TIME IN COUNCIL this 26th day of November, 2019


Reeve


Chief Administrative Officer or Designate

November 26, 2019
Date Bylaw Signed

RECREATION, PARKS AND COMMUNITY SUPPORT

TO: Council

DATE: February 25, 2020

DIVISION: All

FILE: N/A

SUBJECT: Special Events Bylaw C-7990-2020

EXECUTIVE SUMMARY:

The Special Events Bylaw C-7990-2020 is intended to support the new streamlined special event process, while ensuring legislative requirements are met to ensure safe and enjoyable events in the community.

In the summer of 2019, the County recognized the need to design a coordinated approach for special events as the current process is managed under a 15 year old bylaw, which no longer meets the needs of the community.

The County recognizes that organized special events add to the fabric and quality of life for County residents, and therefore, Administration focused on a coordinated one-point-of-contact process that incorporates a standardized criteria that achieves public safety and legislative requirements to achieve Council's strategic objectives.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

BACKGROUND:

Rocky View County is committed to supporting special events as identified in Council's strategic objectives of creating a culture of customer service. Enhancing communication and expanding community service delivery. Historically, the process has lived in Enforcement, but will now be the responsibility of Recreation, Parks & Community Support.

In the summer of 2019, Administration began researching a made-in-Rocky View approach through initiating conversations with 17 municipalities across Canada, County businesses, 19 community groups, and 15 internal meetings. These conversations identified best practices throughout Canada and gaps and successes with the current County special event process.

In meeting with community groups, key gaps were identified:

- No formal special event definition;
- No formalized process;
- Too many different departments to deal with;
- Too many permits needed;
- Not able to complete required legislative requirements – do not have expertise.

Consequently, the existing Concert Bylaw, C-5949-2004, is no longer meeting the needs of the community. When the bylaw was approved in 2004, it spoke to a threshold of 1,500 attendees before a special event permit was required, which encompasses less than 5% of all special events within the County.

Administration Resources

Dari Lang, Recreation, Parks & Community Support



In 2019, there were 40 special events in the County. These special events ranged from large events, such as Wings Over Springbank, to smaller events such as the Langdon Walk and Run. Depending on the magnitude, location, and complexity of the event, there may be numerous departments involved in identifying safety and legislative requirements. The challenge with this process was that event organizers were required to deal directly with each department and each department had a unique set of requirements.

Additionally, Administration has developed a seamless, citizen-centric approach to support event organizers with their special event. The County's service delivery approach for special events includes:

- A one-point-of-contact approach for event organizers:
 - Each event will have one primary contact at the County that will work with internal departments to identify the legislative and safety requirements and work with the event organizers to achieve those requirements.
- A formalized, documented process that reduces red tape for the event organizer;
- A dedicated webpage that has quick links to documents:
 - A fillable application form;
 - Reference guides;
 - Fillable templates, such as an Emergency Action Plan; and
 - Quick reference information, such as tent permit requirements.
- The development of a Special Event Advisory Technical Team (SEATT):
 - This internal team will meet to discuss legislative and safety requirements to ensure safe events.
- A neighbourhood notification requirement that includes:
 - Notification on the County's Safe and Sound alert program; and
 - Several social and public media options.
- A new bylaw that views a special event as an opportunity for the community to celebrate and promote community pride.

Administration has also identified three levels of special events, with each level having a consistent process. The three levels of events are:

- Large events such as parades, festivals, concerts and circuses;
- Medium events such as rodeos, road races, and farmers' markets; and
- Neighbourhood or community events such as block parties, birthday parties, and weddings.

As part of the implementation process, the County's special event process would need to be established by bylaw. As such, Administration has prepared a bylaw for Council's consideration that achieves the following:

- Defines the three levels of special events;
- Provides for the permitting and regulation of special events held in the County;
- Identifies co-responsibilities for both Rocky View County and the Event Organizers;
- Exempts Rocky View County and Rocky View Schools from the process, if the event occurs on land controlled or owned by each respective government body;
- Exempts non-profit and schools from permit fees;
- Provides a mechanism to enforce the special event process; and
- Repeals the Concert Bylaw C-5949-2004.

BUDGET IMPLICATIONS:

There are no budget implications at this time.



OPTIONS:

- Option #1 Motion 1: THAT Bylaw C-7990-2020 be given first reading.
 Motion 2: THAT Bylaw C-7990-2020 be given second reading.
 Motion 3: THAT Bylaw C-7990-2020 be considered for third reading.
 Motion 4: THAT Bylaw C-7990-2020 be given third and final reading.
- Option #2 THAT Council provide alternative direction.

Respectfully submitted,

Concurrence,

“Theresa Cochran”

“Al Hoggan”

Executive Director
Community Development Services

Chief Administrative Officer

ATTACHMENTS:

- Attachment ‘A’ – Bylaw C-7990-2020
Attachment ‘B’ – Bylaw C-5949-2004
Attachment ‘C’ – Special Event Presentation



ROCKY VIEW COUNTY

BYLAW C-7990-2020

A bylaw of Rocky View County, in the Province of Alberta, to provide for the permitting and regulation of special events held in Rocky View County.

WHEREAS the *Municipal Government Act* allows municipalities to pass bylaws respecting the safety, health, and welfare of people, and the protection of people and property;

AND WHEREAS the *Municipal Government Act* allows municipalities to pass bylaws respecting people, activities, and things in, on, or near a public place, or a place that is open to the public;

AND WHEREAS the Council of Rocky View County recognizes that special events are essential in our communities as they provide opportunities for social connection, which contributes to a sense of identity, place, and community vibrancy;

NOW THEREFORE the Council of Rocky View County, in the Province of Alberta, enacts as follows:

Title

- 1 This bylaw may be cited as the *Special Events Bylaw*.

Definitions

- 2 Words in this bylaw have the same meaning as those set out in the *Municipal Government Act* except for the definitions provided in Schedule 'A' of this Bylaw.

Purpose and Application

- 3 The purpose of this bylaw is to provide for the permitting and regulation of special events held in Rocky View County.

Special Event Compliance

- 4 Special event organizers are responsible for compliance with all relevant federal, provincial and municipal legislation, policies, bylaws, regulations, safety requirements, and approvals that are applicable to any aspect of a special event and as identified in the special event and neighbourhood guidelines.
- 5 Special events approved under this bylaw are exempt from the requirement to obtain a development permit under the *Land Use Bylaw*.

Special Event Permits

- 6 Persons wishing to hold, conduct, manage, organize, or sell tickets for a special event must:
 - (1) submit a special event permit application to Rocky View County in the form prescribed and with the information required by the County; and

- (2) pay a non-refundable application fee in the amount established in Rocky View County's *Master Rates Bylaw* at the time of application.
- 7 Applications for neighbourhood special events must be submitted at least 30 days prior to the date of the special event, and applications for medium and large special events must be submitted at least 120 days prior to the date of the special event.
- 8 In addition to the non-refundable application fee required under section 6(2) of this bylaw, applicants may be required to provide payment for the following:
- (1) any fees associated with additional requirements specified in Rocky View County's *Special Event Reference Guide for Event Organizers*, which are required to be paid at least 30 days prior to the event;
 - (2) any fees associated with, but not limited to, policing, and other expenses the County may incur as a result of damage to its infrastructure, and
 - (3) a refundable security deposit for the use of Rocky View County land in the amount established in Rocky View County's *Master Rates Bylaw*, which is required to be paid at least 30 days prior to the event.
- 9 Security deposits required under section 8(3) of this bylaw will be refunded if the lands are returned to the same condition as they were prior to the special event.
- 10 Upon receipt of a complete special permit application, Rocky View County may:
- (1) issue the permit either without conditions, or with the conditions that the County considers appropriate;
 - (2) refuse to issue the permit if there are reasonable or probable grounds that a risk to the public or property exists; or
 - (3) suspend or revoke a permit after it has been issued.
- 11 Special event permits will not be issued until:
- (1) all required application fees and deposits have been paid;
 - (2) the indemnity portion of the special event permit is signed; and
 - (3) Rocky View County is satisfied that all legislative and safety requirements have been met.
- 12 Special event permits are only valid for the specific event, venue, date, and times identified in the issued permit.

Responsibilities of Rocky View County

- 13 Rocky View County will support applicants through the special event process by:
- (1) providing one point of contact through the application and permitting process;

- (2) responding to applicants within two business days of receiving a completed application;
- (3) providing detailed guidelines that refer to legislative and safety requirements of all levels of government;
- (4) working with applicants to ensure they understand legislative and safety requirements, and providing templates wherever possible to assist applicants in submitting required information;
- (5) attending pre- and post-special event meetings as requested by the applicant;
- (6) providing conditional approval to large & medium special events at least 60 days prior to the event date, if all requirements under this bylaw have been met; and
- (7) liaising with internal technical experts to assist event organizers in meeting all required legislative and safety requirements at least 30 days prior to the special event.

Responsibilities of Event Organizers

14 Event organizers are responsible for:

- (1) being the one point of contact with Rocky View County for the special event and the associated application and permitting process;
- (2) ensuring that special event applications are completed fully and accurately to the best of their ability, including payment of any required application fees and security deposits;
- (3) notifying Rocky View County of any changes or additions to the special event within two business days once an application has been submitted to the County;
- (4) ensuring that all required legislative and safety requirements are met at least 30 days prior to the event; and
- (5) attending pre- and post-event special event meetings as required by Rocky View County.

15 All costs and expenses incurred in meeting the requirements of this bylaw or any conditions or additional requirements of a special event permit are the sole responsibility of the Event Organizer.

Application Exemptions

- 16 Special events hosted by Rocky View County on lands owned or controlled by Rocky View County are exempt from the requirement to obtain a special event permit under this bylaw.
- 17 Special events on lands owned or controlled by a local school board are exempt from the requirement to obtain a special event permit under this bylaw.

Fee Exemptions

- 18 Charitable or non-profit organizations and schools are exempt from all required permit fees under this bylaw.

Offences

- 19 Any person who violates any provision in this bylaw has committed an offence and is subject to a minimum and specified penalty of \$400.
- 20 No person shall hold, conduct, manage, organize, or sell tickets for a special event without first obtaining a conditional special event permit for the event.
- 21 Each responsible party is jointly and severally responsible for ensuring that all conditions of the special event permit and this bylaw are fully complied with.

General Penalty Provisions

- 22 In accordance with the *Municipal Government Act*, any Person who violates any provision of this bylaw is guilty of an offence and is liable upon conviction to a maximum penalty of \$10,000 or, in default of payment of the fine, to imprisonment for a period not exceeding one year, or to both fine and imprisonment in such amounts.

Enforcement

- 23 When an Enforcement Officer has reasonable and probable grounds to believe that a person has violated any provision of this bylaw, the Enforcement Officer may commence court proceedings against such person by:
- (1) Issuing the person a violation ticket pursuant to the provisions of the *Provincial Offences Procedure Act*; or
 - (2) Swearing out an information and complaint against the person.
- 24 Where an Enforcement Officer issues a person a violation ticket in accordance with section 23(1) of this Bylaw, the Enforcement Officer may either:
- (1) Allow the person to pay the specified penalty established in this bylaw for the offence by including such specified penalty in the violation ticket; or
 - (2) Require a court appearance of the person where the Enforcement Officer believes that such appearance is in the public interest, pursuant to the provisions of the *Provincial Offences Procedure Act*.
- 25 No provision of this bylaw, nor any action taken pursuant to any of its provisions, shall in any way restrict, limit, or preclude Rocky View County from pursuing any other remedy in relation to an offence that may be provided by the *Municipal Government Act* or any other law of the Province of Alberta.

Severability

- 26 If any provision of this bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this bylaw will remain valid and enforceable.

Effective Date

- 27 Bylaw C-5949-2004, being the *Concerts Bylaw*, and all amendments thereto are hereby repealed upon this bylaw passing and coming into full force and effect.
- 28 Bylaw C-7990-2020 is passed and comes into full force and effect when it receives third reading and is signed in accordance with the *Municipal Government Act*.

READ A FIRST TIME IN COUNCIL this _____ day of _____, 2020

READ A SECOND TIME IN COUNCIL this _____ day of _____, 2020

UNANIMOUS PERMISSION FOR THIRD READING this _____ day of _____, 2020

READ A THIRD TIME IN COUNCIL this _____ day of _____, 2020

Reeve

Chief Administrative Officer or Designate

Date Bylaw Signed

Bylaw C-7990-2020

Schedule 'A' – Definitions

- 1 **"Applicant"** means a person who applies for a special event permit pursuant to this bylaw.
- 2 **"Application"** means an application for a special event permit.
- 3 **"Council"** means the duly elected Council of Rocky View County.
- 4 **"County"** means Rocky View County.
- 5 **"County Land"** means lands owned or controlled by Rocky View County and includes, but is not limited to, the following:
 - (1) municipal and environmental reserves;
 - (2) municipal and school reserves;
 - (3) public utility lots;
 - (4) fee simple lands;
 - (5) highways, roads, and road allowances;
 - (6) Sidewalks and pathways; and
 - (7) easements and leased or licensed land.
- 6 **"Enforcement Officer"** means a member of the Royal Canadian Mounted Police (RCMP), a Community Peace Officer appointed by the Solicitor General of Alberta in accordance with the *Peace Officers Act* S.A. 2006 c P-3.5, as amended from time to time, or a Bylaw Enforcement Officer employed by Rocky View County in accordance with the *Municipal Government Act*.
- 7 **"Event Organizer"** means the person organizing the special event, is the applicant, and is the primary contact for Rocky View County;
- 8 **"Non-Profit Organization"** means a society, credit union, or cooperative established under federal or provincial legislation or:
 - (1) a corporation that is prohibited from paying dividends to its members and distributing the assets to its members on a winding up; or
 - (2) any other entity established under a law of Canada or Alberta for a purpose other than to make a profit.
- 9 **"Land Use Bylaw"** means Rocky View County Bylaw C-4841-97, being the *Land Use Bylaw*, as amended or replaced from time to time.
- 10 **"Master Rates Bylaw"** means Rocky View County's current *Master Rates Bylaw*, as amended or replaced from time to time.

- 11 **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time.
- 12 **“Person”** has the same meaning as in the *Interpretation Act*, RSA 2000, c I-8, as amended from time to time.
- 13 **“Provincial Offences Procedure Act”** means the *Provincial Offences Procedure Act*, RSA 2000, c P-34, as amended or replaced from time to time.
- 14 **“Rocky View County”** means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.
- 15 **“Special Event”** means a temporary or annual one-time activity that takes place on private or County land and refers to any of the following sub-categories:
- (1) **“Large Special Events”**:
 - (a) encompasses multiple locations;
 - (b) blocks or restricts the use of County land;
 - (c) requires a road closure or impacts the normal use of a major public roadway;
 - (d) requires traffic control, flag personnel, or pacer cars;
 - (e) uses pyrotechnics or open flames;
 - (f) requires multiple approvals (i.e. road closure, building permit, fire inspection); or
 - (g) is inter-jurisdictional.
 - (2) **“Medium Special Events”**:
 - (a) are film or media production events;
 - (b) use multiple roadways;
 - (c) impacts normal use of major public roadways; or
 - (d) requires traffic control, flag personnel, or pacer cars.
 - (3) **“Neighbourhood Special Events”**:
 - (a) are neighbourhood or community block parties that take place on or impact County land.
- 16 **“Special Event Reference Guide for Event Organizers”** means Rocky View County’s *Special Event Reference Guide for Event Organizers*, as amended or replaced from time to time, which is supplemental to this bylaw.

MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44

BYLAW C-5949-2004

Page 1

A Bylaw of the Municipal District of Rocky View to establish licensing and regulation of concerts.

WHEREAS Section 7 & 8 of the Municipal Government Act R.S.A. 2000, C-M-26 provides that a Municipality may pass bylaws to regulate entertainment;

NOW THEREFORE, the Council of the Municipal District of Rocky View No. 44 in the Province of Alberta, duly assembled, hereby enacts as follows:

TITLE

1. This Bylaw may be cited as the "Concerts Bylaw."

DEFINITIONS

2. In this Bylaw,
 - (a) "Concert" shall mean any music festival, dance festival, "rock" festival, or similar musical activity, which attract 1,500 or more people in any one twenty-four (24) hour period, at which music is provided by paid or amateur performers or by pre-recorded means, and which is held at any place within the municipality, and to which members of the public are invited or admitted for a charge or free of cost;
 - (b) "Council" means the council of the Municipal District of Rocky View No. 44;
 - (c) "Health Officer" means the Medical Officer of Health appointed by the Local Board of Health or by the board of a health unit as the case may be, or a person designated by the Medical Officer of Health, or where no Medical Officer of Health has been appointed the Local Board of Health or the board of a health unit as the case may be or such person as is designated by the Local Board of Health or the board of a Health Unit;
 - (d) "Licensee" means a person who has applied for and obtained a license to operate a concert pursuant to this bylaw;
 - (e) "Licensing Officer" means the council or such person as council may designate;
 - (f) "Municipality" means the Municipal District of Rocky View No. 44".
 - (g) "Peace Officer" means any member of the Royal Canadian Mounted Police or Special Constable or Bylaw Enforcement Officer employed by the Municipal District of Rocky View.

GENERAL PROHIBITION

3. No person shall operate, maintain, conduct or advertise a concert in the Municipality unless he has first obtained a license from the licensing officer to operate or conduct such a concert.

MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44

BYLAW C-5949-2004

Page 2

EXEMPTION & EXCEPTIONS

4. (a) Applications for a license to conduct a concert shall be made to the licensing officer in writing at least sixty days prior to the proposed date of the concert and shall be accompanied by a non-refundable application fee as prescribed by the master rates bylaw and shall contain the following information:
- (i) The name, age, residence and mailing address with the phone number or numbers of the person making such application. If the application is made by a partnership the name and addresses of the partners shall appear. Where the applicant is an incorporated company the application shall be signed by at least two directors of the incorporated company and shall contain the address of such corporate directors and shall have attached a certified copy of the Certificate of Incorporation.
 - (ii) A written statement of the kind, character, or type of concert which the applicant proposes to conduct or operate.
 - (iii) The address or legal description of property where the proposed concert is to be conducted or operated. Additionally, the applicant shall submit proof of ownership of the place where the concert is to be conducted or a written document signed by the owner of the premises indicating his consent that the site be used for the proposed concert.
 - (iv) The date or dates and the hours during which the concert is to be conducted.
 - (v) An estimate of the number of customers, spectators, participants, and other persons, expected to attend the concert for each day it is conducted.
 - (vi) The names and addresses of anyone contributing, investing, or having a financial interest greater than \$500 (five hundred dollars) in producing the concert.
 - (vii) A financial statement in a form to be determined by the licensing officer to give assurance of the ability of the applicant to meet the conditions of the license being applied for.
 - (viii) A detailed written explanation of the applicants plans to provide security and fire protection, water supplies and facilities, sewage and drainage facilities, food supplies and facilities, sanitation facilities, first aid facilities and services, vehicle parking spaces, vehicle access policing and on site traffic control and if it is proposed or expected that spectators or participants will remain at night or overnight, the arrangements for illuminating the premises and for camping or similar facilities. The applicants plans shall include what provisions shall be made for numbers of spectators in excess of the estimate, provisions for the clean up of the premises and provisions for the removal of rubbish after the concert has concluded. A plot plan showing the arrangement of the facilities, including those for parking, egress and ingress, shall be submitted with such application.

MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44

BYLAW C-5949-2004

Page 3

- (ix) Any other information the licensing officer in his sole discretion requests, in order to assist him in deciding whether or not a license should be issued.
 - (b) Application may be made to the licensing officer for annual permitting of events ongoing and similar in nature. Licensing officer must be satisfied that any/all requirements/exemptions under this bylaw or assigned to a permit will be met continuously.
- 5. A license shall not be issued pursuant to this bylaw unless the licensing officer is satisfied that an applicant will be able to meet the conditions and requirements set out in this bylaw.
- 6. Every licensee to conducting a concert shall be subject to the following conditions and requirements:
 - (a)
 - (i) Security protection: A licensee shall provide at his own expense security protection. This shall include the provision of a minimum of one security officer for every 400 persons expected to be in attendance.
 - (ii) Peace Officers required are to be paid for at the time of concert approval. One Peace Officer for every 1000 persons expected. Should the actual costs incurred in providing Peace Officers exceed the amount set at the time of approval, the difference shall be paid by the concert applicant to the Municipality.
 - (b) Water and sanitation facilities: A licensee shall provide ample supply of potable water for drinking and sanitation purposes at the site of the concert. Lavatories and drinking facilities and sewage and drainage systems and items incidental to the operation of the foregoing shall be required as determined by the Public Health Inspector and/or Environmental Health Officer. This condition shall only be deemed to have been met where the Public Health Inspector and/or Environmental Health Officer has accepted such arrangements as satisfactory.
 - (c) Food concessions: Will meet all the requirements set down by the Calgary Regional Health Authority Public Health Division/Department.
 - (d) Every licensee shall be required to furnish such garbage receptacles as may be required by the Public Health Inspector and/or Environmental Health Officer. The removal of all trash and refuse shall be at the licensees' expense.
 - (e) Every licensee shall be required to obtain a Liquor Licence from the Alberta Liquor Control Board.
 - (i) The applicant in his written statement will give full details of any license or permit request that is to be made to the Alberta Liquor Control Board.
 - (ii) If a license or permit is issued to the applicant pursuant to the Gaming and Liquor Act, RSA 2000, c. G-1 as amended, the applicant shall comply with all provisions of the Alberta Gaming and Liquor Act and Regulations thereto, and these provisions and regulations shall be deemed to be part of any license issued under this bylaw.

MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44

BYLAW C-5949-2004

Page 4

- (f) First aid facilities: A licensee shall provide such first aid facilities at the site of the concert as may be required by the Public Health Inspector and/or Environmental Health Officer. The licensee shall provide ambulance services to transport persons attending the concert from the site of the concert to the nearest hospital where need arises. The type of ambulance service shall be as specified by the Public Health Inspector and/or Environmental Health Officer. Where a proposed concert is expected to attract a large number of persons to a site located a distance of five (5) kilometres from adequate existing treatment facilities, the licensee may be required to provide emergency medical treatment facilities on the premise of the concert.
 - (g) Parking areas: A licensee shall provide adequate parking spaces for persons attending the concert by motor vehicle. The licensee may be called upon to provide a separate parking space for every two (2) persons expected to attend the concert by motor vehicle. Such parking areas shall be clearly marked. The licensing officer shall approve an applicants "parking plan" before a license shall be issued.
 - (h) Access and parking control: A licensee shall provide adequate ingress and egress to the concert premises and parking areas, therefore necessary roads, driveways and entrance ways shall exist to insure the orderly flow of traffic into the premises from a highway road which is part of the highway system or which is a highway maintained by the Municipality. A special access way for fire equipment, ambulances and other emergency vehicles may be required. The licensing officer shall approve a licensee's plan for ingress and egress before a license shall be issued. Additionally, a licensee may be required to show that traffic guards are under his employ to insure orderly traffic movement and relieve traffic congestion in the vicinity of the concert area.
 - (i) Hours of operation: All concerts which are subject to a license pursuant to the provisions of the Order shall close and cease operations continuously between the hours of 1:00 a.m. and 7:00 a.m. of each and every day.
 - (j) Adequate telephones shall be made available for the emergency services on site.
 - (k) Miscellaneous: The licensing officer may impose such additional conditions as are reasonably calculated as necessary to protect the health, welfare and property of local residents and persons attending concerts.
7. A licensee shall comply with all relevant Federal, Provincial or Municipal laws in existence.
8. (a) The licensing officer may grant relief from any of the above requirements where it appears that such an action is in the best public interest. This ability to grant relief shall be limited to those items within the control of the licensing officer under this bylaw and does not relieve a licensee from any conditions or requirements imposed by law, contract or otherwise.
- (b) Exempted functions include those commonly known as private social functions, non-profit private parties/events, community hall or public facility based events and celebrations (non-commercial in nature).
9. A License will not be issued until all the appropriate development permits have been obtained from the planning department.

MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44

BYLAW C-5949-2004

Page 5

GENERAL PENALTY PROVISION

10. Any person who:
- (a) Operates, maintains, conducts, advertises a concert in the Municipal District of Rocky View No. 44 without first having obtained the licenses required by the bylaw; or
 - (b) and having obtained the license, failed to comply with the conditions set out in this bylaw or attached to a license; is guilty of an Offence and is liable on conviction to a fine of not more than two thousand five hundred (\$2,500.00) or in default of payment of fine to imprisonment for a period not exceeding 6 months, or both fine and imprisonment in such amounts.

MINIMUM AND SPECIFIED PENALTIES

11. The minimum and specified penalty for a violation of any provision of this Bylaw is a fine in the amount of \$1,000.
12. Notwithstanding Section 11 of this Bylaw, if a Person violates the same provision of this Bylaw twice within a one-year period, the minimum and specified penalty for the second such violation shall be a fine in the amount of \$10,000.
- (a) Notwithstanding Section 11 of this Bylaw, if a person is ordered to cease and desist any contravention of this act and fails to comply with the Peace Officer's order, the minimum specified penalty is \$2,500 per day for the continuance of any offence within this Bylaw.

ENFORCEMENT

13. Where a Peace Officer has reasonable grounds to believe that a Person has violated any provision of this Bylaw, the Peace Officer may commence Court proceedings against such person by:
- (a) Issuing the Person a Violation Ticket pursuant to the provisions of Part 2 of the Provincial Offences Procedure Act; or
 - (b) Swearing out an Information and Complaint against the Person.
14. Where a Peace Officer issues a Person a Violation Ticket in accordance with Section 13 of this Bylaw, the Officer may either:
- (a) allow the Person to pay the minimum specified penalty as provided for the offence in sections 10 and 11 of this Bylaw by including such specified penalty in the Violation Ticket; or
 - (b) require a Court appearance of the Person where the Peace Officer believes that such appearance is in the public interest, pursuant to the provisions of Part 2 of the Provincial Offences Procedure Act.

MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44

BYLAW C-5949-2004

Page 6

15. No provision of this Bylaw nor any action taken pursuant to any provision of this Bylaw shall restrict, limit, prevent, or preclude the Municipal District from pursuing any other remedy in relation to a Premises provided by the Municipal Government Act, or any other law of the Province of Alberta.

SEVERABILITY

16. Each provision of this Bylaw is independent of all other provisions. If any such provision is declared invalid by a Court of competent jurisdiction, all other provisions of this Bylaw will remain valid and enforceable.

STRICT LIABILITY OFFENCE

17. It is the intention of Council that all offences created by this Bylaw be interpreted to be strict liability offences.

REPEAL

18. Bylaw No. C-5757-2003 is hereby repealed.

EFFECTIVE DATE

19. This Bylaw shall come into force and effect upon the date of its third reading.

READINGS BY COUNCIL

First reading passed in open Council, assembled in the City of Calgary, in the Province of Alberta this 29th day of June, 2004, on a motion by Councillor Everett.

Second reading passed in open Council, assembled in the City of Calgary, in the Province of Alberta this 29th day of June, 2004, on a motion by Councillor Goode.

Permission for third reading was passed unanimously in open Council, assembled in the City of Calgary in the Province of Alberta this 29th day of June, 2004, on a motion by Councillor Everett.

Third and final reading passed in open Council, assembled in the City of Calgary, in the Province of Alberta this 29th day of June, 2004, on a motion by Councillor Cameron.


REEVE OR DEPUTY REEVE
MUNICIPAL SECRETARY



Special Event Process & Bylaw

Council
February 25, 2020





Background:

In 2019, Administration invested in a renewed focus to explore a streamlined approach when responding to special event requests and to better provide for responsive customer service.



Introduction:

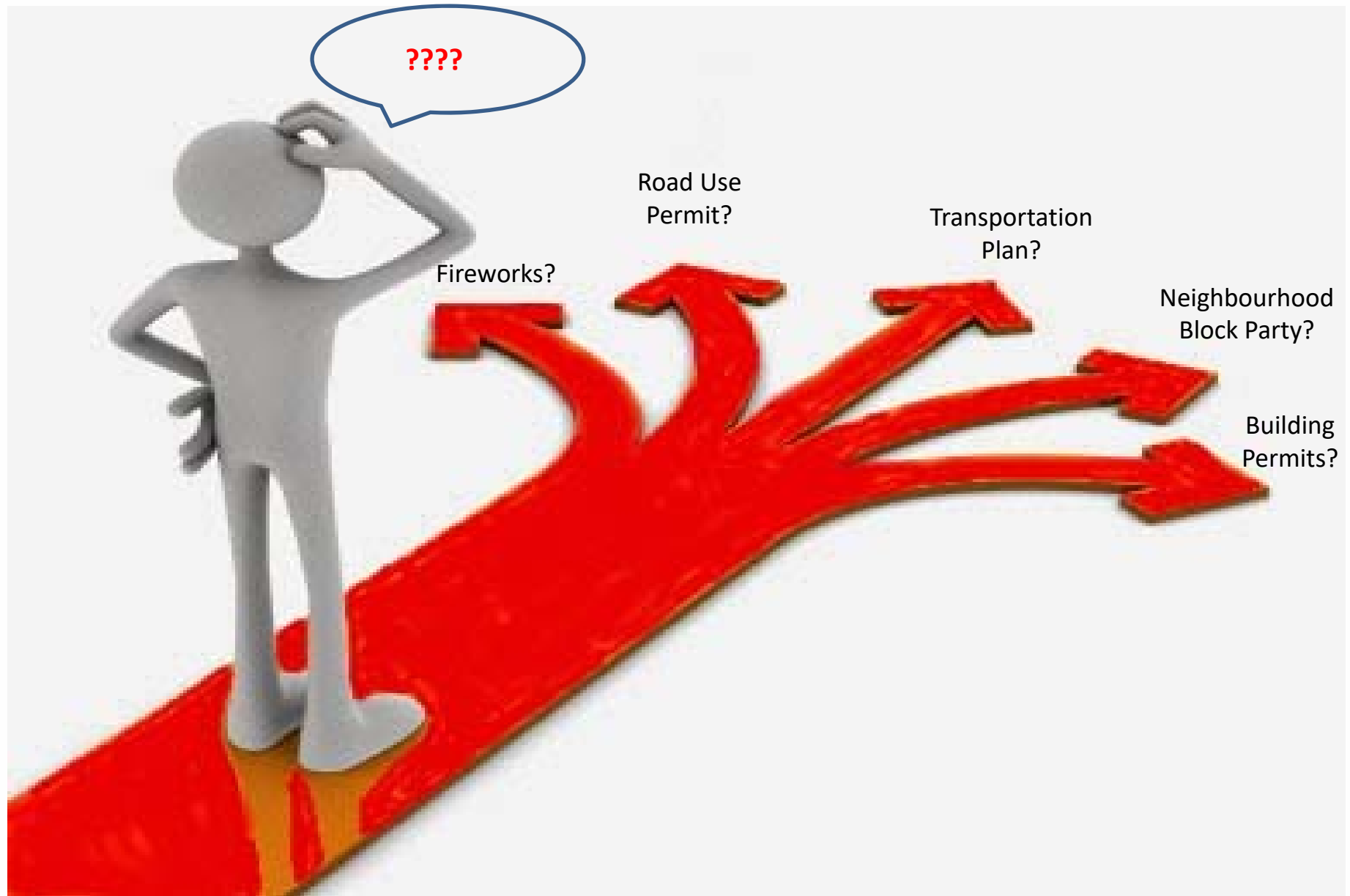


Administration recognized the need to design a coordinated, citizen centric approach for special events to ensure information is provided to event organizers that;

- Incorporate a standardized criteria that achieves public safety; and,
- Provides a one point of contact approach to achieve Council's strategic objectives through:
 - ✓ Creating a culture of customer service
 - ✓ Enhancing transparency and communication
 - ✓ Expanding community service delivery
 - ✓ Embracing partnerships

Where have we come....





Where we came from.....



- An event organizer contacts the County to inquire about what is needed to host a special event.
- The County identifies a variety of County departments that must review the request and provide their approval.
- The event organizer must then navigate the various County departments to receive the required approvals.
- No defined process, which can create inconsistent messaging and requirements for events.
- Transparency and consistency was identified as problematic by the event organizers.



Special Event Process Improvements



- ✓ Provide one Point of Contact:
 - ✓ The organizer has only one point of contact, and that contact weaves through the County processes on their behalf.
- ✓ [On-line fillable application form](#)
- ✓ [Concise and easy to follow reference guides](#)
- ✓ [Fillable templates](#) and [Quick reference information](#)
- ✓ Streamline required permits
- ✓ Develop a webpage for easy access to documents and information
- ✓ Establish consistent time lines
- ✓ Request change to Land Use Bylaw
- ✓ Create SEATT (Special Event Advisory Technical Team):
 - ✓ County departments receive consistent information to make informed, transparent decisions.

Special Event Process Improvements



These changes result in us working together toward a centralized process.

- ✓ Provides a clear and concise written documentation process that outlines responsibilities and accountabilities.
- ✓ Supports those accountabilities for both Administration and the event organizers.
- ✓ Defines expectations and provides clear messaging.
- ✓ Risk is managed for event organizer, the County, and the public.



How do we define Special Events:



Temporary or annual one-time activities that take place on private or public land, and when the event also:

- Encompasses multiple locations, blocks or restricts County land, uses fireworks

- ✓ Parade
- ✓ Festival
- ✓ Concert
- ✓ Circus

- Impacts normal use of traffic

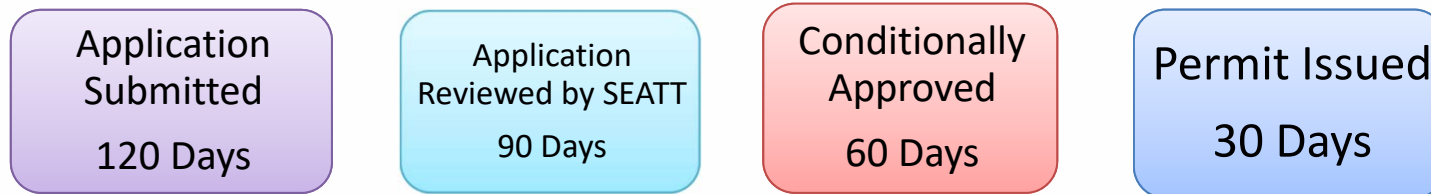
- ✓ Rodeo
- ✓ Races
- ✓ Farmers Markets

- Encompasses small, neighbourhood events

- ✓ Block Party
- ✓ Birthday Party
- ✓ Wedding



Large & Medium Event Process Timeline



Neighbourhood Event Process Timeline



Testing began in January



Piloted:

- Black Summer S2 (Division 4)
- Taste of Bragg Creek (Division 1)
- Langdon Walk and Run (Division 4)

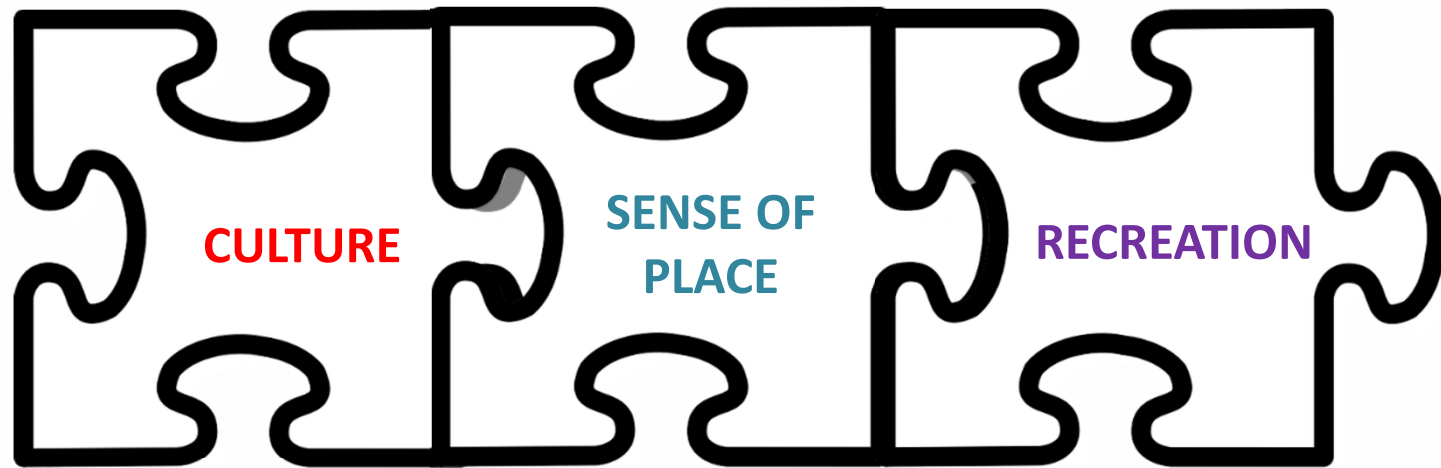


Special Events Bylaw



As part of the implementation process, the special event procedure needs to be established by bylaw.

- Defines the three levels of special events
- Provides for the permitting and regulation of special events held in the County
- Identifies co-responsibilities for both the County and event organizers
- Provides a mechanism to enforce the special event process



BUILDS STRONGER COMMUNITIES





Administration is recommending:

OPTION #1

That Bylaw C-7990-2020 be given three readings





QUESTIONS





MUNICIPAL CLERK'S OFFICE

TO: Council
DATE: February 25, 2020 **DIVISION:** All
FILE: N/A
SUBJECT: 2020 Master Rates Bylaw

POLICY DIRECTION:

The *Municipal Government Act* allows Council to pass bylaws regarding services provided by Rocky View County, which includes the fees charged for providing those services. The County has consolidated the fees it charges for providing goods and services into a *Master Rates Bylaw* which is reviewed and updated annually.

EXECUTIVE SUMMARY:

The *Municipal Government Act* allows Council to pass bylaws regarding municipal services. Rocky View County has consolidated the fees it charges for providing goods and services into a *Master Rates Bylaw* that is traditionally reviewed and updated annually as part of the County's budgeting process. Administration has reviewed the rates established in the 2019 *Master Rates Bylaw* and is proposing the changes summarized below:

- The Chief Administrative Officer (or their delegate) are proposed to be provided the ability to waive fees if there are extenuating circumstances warranting a waiver;
- Special events fees are proposed to be added to align with the proposed Rocky View County *Special Events Bylaw*;
- Building permits fees for stages and bleachers are proposed to be exempted to align with the proposed Rocky View County *Special Events Bylaw*;
- County Hall rental fees are proposed to be added to align with an upcoming policy;
- Some cemetery fees are proposed to increase by 3.5% to align with the Rocky View County Cemetery Master Plan;
- Dust control and cattle guard clean out fees are proposed to increase to move towards full cost recovery;
- Bragg Creek water service and sewer service, East Rocky View water and waste water service, and Langdon sewer service rates are proposed to increase to move towards full cost recovery and to help offset increased operating costs; and
- Various textual amendments are proposed to better explain and clarify existing fees, and various changes are proposed to GST to better reflect where it can and cannot be charged.

The proposed fee changes are outlined in more detail in Attachment 'A' of this report, and only new fees or fees that would increase or decrease have been highlighted. The County's current fees are found in *Master Rates Bylaw C-7857-2019*. If passed by Council, the 2020 *Master Rates Bylaw* would come into effect on March 15, 2020.

Administration Resources

Tyler Andreasen, Municipal Clerk's Office



ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

BUDGET IMPLICATIONS:

The proposed fee changes align with the 2020 Operating and Capital Base Budget approved at the December 10, 2019 Council meeting.

OPTIONS:

- Option #1: Motion 1: THAT Bylaw C-7992-2020 be given first reading.
 Motion 2: THAT Bylaw C-7992-2020 be given second reading.
 Motion 3: THAT Bylaw C-7992-2020 be considered for third reading.
 Motion 4: THAT Bylaw C-7992-2020 be given third and final reading.
- Option #2: THAT Council provide alternative direction.

Respectfully submitted,

Concurrence,

"Kent Robinson"

"Al Hoggan"

Executive Director

Chief Administrative Officer

ATTACHMENTS:

- Attachment 'A' – Breakdown of Proposed New Fees and Fee Changes
Attachment 'B' – Bylaw C-7992-2020 – *2020 Master Rates Bylaw*
Attachment 'C' – Bylaw C-7857-2019 – *2019 Master Rates Bylaw*



Attachment 'A' – Breakdown of Proposed New Fees and Fee Changes

Proposed New Fees

Fee	2019 Rate	Proposed 2020 Rate	Rationale
Special Events			
Special Event Application Non-Profit Commercial Other	N/A (New Fees)	Exempted \$350.00 \$350.00	New fees to align with the <i>Special Events Bylaw</i>
Neighbourhood Event Application Non-Profit Residential Commercial Other	N/A (New Fees)	Exempted Exempted \$350.00 \$350.00	New fees to align with the <i>Special Events Bylaw</i>
Pre- and Post-Event Road Inspections Non-Profit Commercial Other	N/A (New Fees)	Exempted \$250.00 \$250.00	New fees to align with the <i>Special Events Bylaw</i>
County Land Use Agreement Non-Profit Commercial Other	N/A (New Fees)	Exempted \$300.00 \$300.00	New fees to align with the <i>Special Events Bylaw</i>
Security Deposit (Refunded)	N/A (New Fee)	\$500.00	New fee to align with the <i>Special Events Bylaw</i>
County Hall Rental 1-24 attendees 25-49 attendees	N/A (New Fee)	\$170.00/hr \$280.00/hr	New fee to align with upcoming policy on County Hall rentals

Proposed Changes to Existing Fees

Fee	2019 Rate	Proposed 2020 Rate	Rationale
Bragg Creek Water Services			
Residential Water Rate	\$25.00 + \$2.70/m3	\$25.00 + \$2.497/m3	Increased fee to move towards full cost recovery
Non-Residential Water Rate	\$25.00 + \$2.70/m3	\$25.00 + \$2.497/m3	Increased fee to move towards full cost recovery
Wintergreen Woods Communal Bulk Water Supply	N/A (New Fee)	\$2,000.00 + 2.497/m3	New fee for the connection of an additional community
Bragg Creek Sewer Services			
Residential Sewer Rate	\$25.00 + \$5.695/m3	\$25.00 + \$6.265/m3	Increased fee to move towards full cost recovery
Non-Residential Water Rate	\$25.00 + \$5.695/m3	\$25.00 + \$6.265/m3	Increased fee to move towards full cost recovery



East Rocky View Water Services			
Residential Water Rate	\$15.00 + \$3.915/m ³	\$15.00 + \$4.250/m ³	Increased fee to maintain cost recovery with increased operating costs
Non-Residential Water Rate 0-49/m ³ 50-400/m ³ 500+/m ³	\$20.00 + \$3.915/m ³ \$50.00 + \$3.915/m ³ \$150.00 + \$3.915/m ³	\$20.00 + \$4.250/m ³ \$50.00 + \$4.250/m ³ \$150.00 + \$4.250/m ³	Increased fee to maintain cost recovery with increased operating costs
Water Overage Surcharge	\$7.83/m ³	\$8.50/m ³	Increased fee to maintain cost recovery with increased operating costs
East Rocky View Sewer Services			
Residential Sewer Rate	\$30.00 + \$2.019/m ³	\$30.00 + \$2.091/m ³	Increased fee to move towards full cost recovery
Non-Residential Sewer Rate	\$45.00 + \$2.019/m ³	\$45.00 + \$2.091/m ³	Increased fee to move towards full cost recovery
Sewer Overage Surcharge	\$3.94/m ³	\$4.646/m ³	Increased fee to move towards full cost recovery
Langdon Sewer Service			
Residential Sewer Rate	\$54.24/m ³	\$56.26/m ³	Increased fee to maintain cost recovery with increased operating costs
Non-Residential Sewer Rate	\$54.24/m ³	\$56.26/m ³	Increased fee to maintain cost recovery with increased operating costs
Combined Residential/Commercial (w/ Restaurant)	\$146.48	\$151.90	Increased fee to maintain cost recovery with increased operating costs
Combined Residential/Commercial (w/o Restaurant)	\$73.24	\$75.95	Increased fee to maintain cost recovery with increased operating costs
Restaurant Sewer Rate	\$81.38	\$84.38	Increased fee to maintain cost recovery with increased operating costs
Road Maintenance			
Dust Control	\$400.00+GST/200m	\$500.00+GST/200m	Increased fee to move towards full cost recovery
Cattle Guard Clean Out	\$1,250.00+GST	\$1,600+GST	Increased fee to move towards full cost recovery
Building Permits			
Stage	\$4.00	Exempted for Non-Profits	Fee exemption to align with the proposed <i>Special Events Bylaw</i>
Bleachers	\$125.00	Exempted for Non-Profits	Fee exemption to align with the proposed <i>Special Events Bylaw</i>



Cemeteries			
Scattering of Ashes (No Plaque)	\$89.12+GST	\$92.24+GST	Increased fee to align with the Cemetery Master Plan
Hardy Prairie Rose Bush for Scatter Garden	\$64.89+GST	\$67.16+GST	Increased fee to align with the Cemetery Master Plan



BYLAW C-7992-2020

A bylaw of Rocky View County, in the Province of Alberta, to establish the rates and fees charged for providing various municipal goods and services.

The Council of Rocky View County enacts as follows:

Title

- 1 This Bylaw may be cited as the *Master Rates Bylaw*.

Definitions

- 2 Words in this Bylaw have the same meaning as those set out in the *Municipal Government Act* except for the following:
 - (1) **“Chief Administrative Officer”** means the Chief Administrative Officer of Rocky View County pursuant to the *Municipal Government Act* or their authorized delegate; and
 - (2) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time.

Effect

- 3 Rocky View County establishes the rates and fees set out in Schedule ‘A’ attached to and forming part of this bylaw.
- 4 The Chief Administrative Officer may waive or excuse an individual from paying all or part of a rate or fee set out in Schedule ‘A’ of this bylaw if, in the opinion of the Chief Administrative Officer:
 - (1) Facts were not disclosed which should have been disclosed at the time the fee was considered; or
 - (2) Extenuating circumstances warrant a waiver or excusal.
- 5 If any provision of this bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this bylaw will remain valid and enforceable.

Effective Date

- 6 Bylaw C-7857-2019, being the *Master Rates Bylaw*, is repealed upon this bylaw passing and coming into full force and effect.
- 7 Bylaw C-7992-2020, being the *Master Rates Bylaw*, is passed when it receives third reading and is signed pursuant to the *Municipal Government Act*.

- 8 Bylaw C-7992-2020, being the *Master Rates Bylaw*, comes into full force and effect on March 15, 2020.

READ A FIRST TIME IN COUNCIL this _____ day of _____, 2019

READ A SECOND TIME IN COUNCIL this _____ day of _____, 2019

UNANIMOUS PERMISSION FOR THIRD READING this _____ day of _____, 2019

READ A THIRD TIME IN COUNCIL this _____ day of _____, 2019

Reeve

Chief Administrative Officer or Designate

Date Bylaw Signed

2020 MASTER RATES

All fees are GST exempt unless otherwise noted.



AGRICULTURAL SERVICES

Rentals

Tree planting machine

Rental; per day \$50.00 + GST

Damage deposit \$150.00

Agriculture pest trap

Rental; per week after two weeks \$25.00 + GST

Damage deposit \$125.00

Water well measuring tape

Rental; per week after two weeks \$25.00 + GST

Damage deposit \$125.00

Back pack sprayer

Rental; per day \$25.00 + GST

Damage deposit \$125.00

Pasture sprayer

Rental, first day \$250.00 + GST

Rental, each additional day \$100.00 + GST

Damage deposit \$1,000.00

Other

Bat box \$30.00 + GST

Gopher traps and bait Actual costs

Grass seed Actual costs

Green Acreages guide \$30.00 + GST

Landowner weed control agreement sign, each \$15.00 + GST

Weed Identification in Alberta booklet \$3.00 + GST

Weeds of the Prairies book \$30.00 + GST

Weed spraying after a weed notice is issued \$50.00 + Actual costs + GST

Guide to Crop Protection blue book \$12.00 + GST

Soil and hay sampler deposit \$125.00 + GST

Twine for weed-free hay Actual costs

2020 MASTER RATES

All fees are GST exempt unless otherwise noted.



APPEAL OF A DEVELOPMENT, SUBDIVISION, OR ENFORCEMENT DECISION

Appeal of a Development Authority decision; filed by landowner	\$350.00
Appeal of a Development Authority decision; filed by affected party	\$250.00
Appeal of a Stop Order issued by the Development Authority	\$500.00
Appeal of a Subdivision Authority decision*	\$1,000.00
Appeal of a Compliance Order issued as per the <i>Municipal Government Act</i>	\$500.00
* Paid at time of subdivision application and credited to endorsement fee if no appeal is filed.	

ARTS, CULTURE & RECREATION

Special and Neighbourhood Events

Application for special event permit

Non-profit	No charge
Commercial	\$350.00
Other	\$250.00

Application for neighbourhood event permit

Non-profit	No charge
Residents	No charge
Commercial	\$350.00
Other	\$350.00

Security deposit for use of County lands (refundable)	\$500.00
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Agreement for use of County lands

Non-profit	No charge
Commercial	\$300.00
Other	\$300.00

Pre- and post-event road inspections

Non-profit	No charge
Commercial	\$250.00
Other	\$250.00

Community peace officer (e.g. traffic control); per hour	\$65.00 + GST
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2020 MASTER RATES

All fees are GST exempt unless otherwise noted.



62	ASSESSMENT & TAX	
63	Assessment	
64	Request for assessment information	
65	Staff time; per hour	\$50.00 + GST
66	Document copying – first page	\$5.00
67	Document copying – each subsequent page	\$1.00
68	Residential property assessment complaint	
69	Three dwellings or fewer	\$50.00
70	More than three dwellings	\$650.00
71	Non-residential property assessment complaint	
72	\$1 to \$500,000	\$250.00
73	\$500,001 to \$1,000,000	\$400.00
74	\$1,000,001 to \$4,000,000	\$550.00
75	\$4,000,001 and more	\$650.00
76	Farm land assessment complaint	\$50.00
77	Assessment (continued)	
78	Machinery and equipment assessment complaint	
79	\$1 to \$500,000	\$250.00
80	\$500,001 to \$1,000,000	\$400.00
81	\$1,000,001 to \$4,000,000	\$550.00
82	\$4,000,001 and more	\$650.00
83	Tax	
84	Minimum annual tax payable	\$20.00
85	Tax certificate; per parcel	\$30.00
86	Historical tax summary	\$50.00 + GST

2020 MASTER RATES

All fees are GST exempt unless otherwise noted.



BUILDING PERMITS & INSPECTIONS

Building Permits*

Residential single-family detached or two-family attached, under 6,458 ft² (600 m²), new construction, addition, and renovation

Main floor; per square foot	\$0.58
Second and additional floors; per square foot	\$0.58
Attached garage; per square foot	\$0.40
Basement in bungalow or two storey, developed area only; per square foot	\$0.30
Basement in bi-level or walkout; per square foot	\$0.30
Deck or covered canopy; per square foot	\$0.30
Renovation; per square foot	\$0.40
Fireplace or wood stove; each	\$110.00

Residential 6,458 ft² (600 m²) and larger, including multi-family

Per \$1,000 construction cost up to \$2 million	\$8.00
Per \$1,000 construction cost over \$2 million	\$4.00

Residential moved in, includes manufactured home

Main floor; per square foot	\$0.40
Basement, developed area only; per square foot	\$0.30
Deck or covered canopy; per square foot	\$0.30
Addition; per square foot	\$0.58
Attached garage; per square foot	\$0.40
Fireplace or wood stove; each	\$110.00

Mobile dwelling; approved by a Limited Term Development permit \$160.00

Building Permits (continued)

Accessory dwelling unit

Renovation; per square foot	\$0.40
Add a second floor; per square foot	\$0.58
Add on to main floor or accessory building, or build a garden suite; per square foot	\$0.58
Preliminary inspection	\$160.00

Ancillary buildings to a residential use; per square foot \$0.30

Farm building or private riding arena \$60.00

Institutional, commercial, or industrial; per \$1,000 construction cost \$10.50

Tent; per square foot, up to three tents less than 300 m² total per property/event (minimum fee \$160); fundraising activities by non-profits exempt \$0.10

Stage; covered any height or uncovered higher than 1.2 m; per square foot (min. fee \$125); fundraising activities by non-profits exempt \$4.00

2020 MASTER RATES

All fees are GST exempt unless otherwise noted.



121	Building Permits (continued)	
122	Bleachers; per 45 foot long, 10 rows, 300 people, or portion thereof; fundraising activities by non-profits exempt	\$125.00
123	<i>* 75% of fee is refunded if application is cancelled prior to plan examination; 50% of fee is refunded if cancelled after plan examination. Safety Codes fees are non-refundable.</i>	
124	Other Fees	
125	Minimum permit fee	\$160.00
126	Minor residential improvements, including compliance verification for hot tub cover or solar panel installation (electrical permit still required)	\$50.00
127	Demolition permit	\$80.00
128	Relocation inspection; per 150 kilometres or portion thereof	\$160.00
129	Foundation permit	\$100.00
130	Re-examine plans	10% of original fee
131	Safety inspection	\$500.00
132	Void - permit advisory stamp	\$30.00
133	Pre-application meeting; per hour	\$160.00
134	Alberta Building Code variance; single-family, two-family, and accessory building	\$330.00
135	Alberta Building Code variance; multi-family, commercial, industrial, and institutional	\$2,200.00
136	Permit renewal	
137	Building permit; first year from date of permit issuance	\$160.00
138	Building permit; second year from date of permit issuance (minimum fee \$160)	37% of original fee
139	Electrical permit*	\$160.00
140	Gas permit*	\$160.00
141	Plumbing permit*	\$160.00
142	<i>* Expired with minimum of one inspection performed that passed in compliance. Otherwise, standard permit fees apply.</i>	
143	Change an issued permit or contractor change; per event	\$50.00
144	Starting construction without a permit; principle or accessory building (min. fee \$400)	200% of applicable fee
145	Starting construction without a permit; subtrade, sewage, or farm location	200% of applicable fee
146	Inspector cannot access building; first violation	\$150.00
147	Inspector cannot access building; subsequent violation	\$250.00
148	Project not ready for inspection; first violation	\$150.00
149	Project not ready for inspection; subsequent violation	\$250.00
150	Additional inspection for complex construction	\$150.00
151	Failure to recall an inspection when required by a Safety Codes Officer	\$250.00
152	Occupying a building before final inspection; first violation	\$500.00
153	Occupying a building before final inspection; subsequent violation same calendar year	\$1,000.00
154	Ignoring a stop work notice; first violation	\$500.00
155	Ignoring a stop work notice; subsequent violation in same calendar year	\$1,000.00

2020 MASTER RATES

All fees are GST exempt unless otherwise noted.



156	Subtrade and Sewer Permits*	
157	Residential single-family and two-family — electrical permit; new construction and additions, based on total developed area including attached garage	
158	Less than 1,500 ft ² (139 m ²)	\$160.00
159	1,501 to 2,500 ft ² (140 to 232 m ²)	\$185.00
160	2,501 to 5,000 ft ² (232 to 464 m ²)	\$235.00
161	5,001 to 7,500 ft ² (465 to 697 m ²)	\$285.00
162	Over 7,500 ft ² (698 m ²)	See commercial fees
163	Renovations or accessory building upgrades; less than 500 ft ² (46 m ²)	\$160.00
164	Renovations or accessory building upgrades; 500 ft ² (46 m ²) or more	See commercial fees
165	Temporary service	\$160.00
166	Service connection inspection prior to rough-in	\$160.00
167	Residential single-family and two-family — gas permit; new construction and additions, based on total developed area including attached garage with gas appliance or rough in	
168	Less than 1,500 ft ² (139 m ²)	\$160.00
169	1,501 to 2,500 ft ² (140 to 232 m ²)	\$170.00
170	2,501 to 5,000 ft ² (232 to 464 m ²)	\$185.00
171	5,001 to 7,500 ft ² (465 to 697 m ²)	\$235.00
172	Over 7,500 ft ² (698 m ²)	See commercial fees
173	Renovations or accessory building upgrades; less than 500 ft ² (46 m ²)	\$160.00
174	Renovations or accessory building upgrades; 500 ft ² (46 m ²) or more	See commercial fees
175	Service connection	\$160.00
176	Appliance replacement; up to two	\$160.00
177	Unit heater, up to two	\$160.00
178	Gas fireplace; gas line installation (if separate from unit installation)	\$160.00
179	Gas fireplace; unit installation (if separate from gas line installation)	\$160.00
180	Temporary tank set	\$160.00
181	Geothermal heating; per \$1,000 of system installation	\$9.00
182	Hydronic heating	\$165.00
183	Residential single-family and two-family — plumbing permit; new construction and additions, based on total developed area including attached garage with plumbing or rough in	
184	Less than 1,500 ft ² (139 m ²)	\$230.00
185	1,501 to 2,500 ft ² (140 to 232 m ²)	\$260.00
186	2,501 to 5,000 ft ² (232 to 464 m ²)	\$290.00
187	5,001 to 7,500 ft ² (465 to 697 m ²)	\$410.00
188	Over 7,500 ft ² (697 m ²) (minimum fee \$410)	See commercial fees
189	Connection to piped sewer system; per sewer line	\$160.00
190	Minor renovation, including accessory building; five outlets or fewer	\$160.00

2020 MASTER RATES

All fees are GST exempt unless otherwise noted.



191	Subtrade and Sewer Permits* (continued)	
192	Major renovation, including accessory building; more than five outlets	See commercial fees
193	Service connection	\$160.00
194	Drainage line inspection, below slab before rough-in inspection	\$150.00
195	Homeowner fee where the landowner/resident performs the work; per permit	\$125.00 + GST
196	Commercial, industrial, institutional, multi-family, and agricultural — electrical permit	
197	Up to \$1,000 materials and labour	\$160.00
198	\$1,001 to \$2,000 materials and labour	\$165.00
199	\$2,001 to \$3,000 materials and labour	\$170.00
200	\$3,001 to \$4,000 materials and labour	\$175.00
201	\$4,001 to \$5,000 materials and labour	\$180.00
202	\$5,001 to \$6,000 materials and labour	\$190.00
203	\$6,001 to \$7,000 materials and labour	\$200.00
204	\$7,001 to \$8,000 materials and labour	\$220.00
205	\$8,001 to \$9,000 materials and labour	\$230.00
206	\$9,001 to \$10,000 materials and labour	\$240.00
207	\$10,001 to \$11,000 materials and labour	\$250.00
208	\$11,001 to \$12,000 materials and labour	\$260.00
209	\$12,001 to \$13,000 materials and labour	\$270.00
210	\$13,001 to \$14,000 materials and labour	\$280.00
211	\$14,001 to \$15,000 materials and labour	\$290.00
212	\$15,001 to \$16,000 materials and labour	\$300.00
213	\$16,001 to \$18,000 materials and labour	\$310.00
214	\$18,001 to \$20,000 materials and labour	\$330.00
215	\$20,001 to \$25,000 materials and labour	\$340.00
216	\$25,001 to \$30,000 materials and labour	\$370.00
217	\$30,001 to \$35,000 materials and labour	\$400.00
218	\$35,001 to \$40,000 materials and labour	\$430.00
219	\$40,001 to \$50,000 materials and labour	\$470.00
220	\$50,001 to \$60,000 materials and labour	\$540.00
221	\$60,001 to \$80,000 materials and labour	\$600.00
222	\$80,001 to \$100,000 materials and labour	\$700.00
223	\$100,001 to \$120,000 materials and labour	\$850.00
224	\$120,001 to \$140,000 materials and labour	\$950.00
225	\$140,001 to \$160,000 materials and labour	\$1,050.00
226	\$160,001 to \$180,000 materials and labour	\$1,200.00

2020 MASTER RATES

All fees are GST exempt unless otherwise noted.



227	Subtrade and Sewer Permits* (continued)	
228	\$180,001 to \$200,000 materials and labour	\$1,300.00
229	\$200,000 and more; base fee plus incremental fee below	\$1,300.00
230	\$200,000 and more; per \$1,000 of value over \$200,000	\$5.00
231	Temporary service less than 101 amp	\$160.00
232	Temporary service 101 amp or more	See commercial fees
233	Commercial, industrial, institutional, multi-family, and agricultural — gas permit	
234	0 to 100,000 BTU input	\$160.00
235	100,001 to 200,000 BTU input	\$170.00
236	200,001 to 400,000 BTU input	\$180.00
237	400,001 to 1 million BTU input	\$240.00
238	More than 1 million and up to 2 million BTU input	\$340.00
239	Over 2 million BTU input; base fee	\$340.00
240	Over 2 million BTU input; per 1 million BTU or portion thereof over 2 million	\$45.00
241	Appliance replacement; up to 100,000 BTU input	\$160.00
242	Appliance replacement; 100,001 to 400,000 BTU input	\$170.00
243	Appliance replacement; 400,001 to 5 million BTU input	\$180.00
244	Appliance replacement; over 5 million BTU input	\$340.00
245	Temporary tank set	\$160.00
246	Commercial, industrial, institutional, multi-family, and agricultural — plumbing permit	
247	Base fee; plus applicable outlet fee below	\$110.00
248	One to four outlets; per outlet (minimum fee \$150)	\$11.50
249	Five to 20 outlets; per outlet	\$11.50
250	21 to 100 outlets; per outlet	\$9.50
251	More than 100 outlets; per outlet	\$6.25
252	Connection to piped sewer system; per sewer line	\$130.00
253	Private sewer permits	
254	Residential single-family or two-family; per dwelling unit	\$275.00
255	Multi-family & non-residential; base fee	\$275.00
256	Multi-family & non-residential; surcharge for each 10 m ³ expected sewage/day	\$110.00
257	Variance request for private sewer installation	\$275.00
258	* 50% of fee is refunded if application is cancelled within 90 days of application date. No refund when minimum fee is charged. Safety Codes fee applies on all subtrade permits and is non-refundable: 4% of permit fee (\$4.50 minimum; \$560 maximum)	

2020 MASTER RATES

All fees are GST exempt unless otherwise noted.



260	CEMETERIES	
261	Garden of Peace Cemetery	
262	Flat marker lot	\$2,959.92 + GST
263	Upright marker lot without cement base	\$3,386.88 + GST
264	Upright marker lot with cement base	\$3,666.88 + GST
265	Single-depth grave internment	\$935.71 + GST
266	Double-depth grave internment, first burial	\$1,350.94 + GST
267	Double-depth grave internment, second burial	\$935.71 + GST
268	Infant/child flat marker lot	\$935.00 + GST
269	Infant/child upright marker lot	\$1,205.00 + GST
270	Infant/child internment	\$500.00 + GST
271	Cremation lot	
272	Flat marker, holds two urns	\$2,045.84 + GST
273	Upright marker, holds two urns	\$2,774.94 + GST
274	Flat marker, holds four urns	\$2,694.11 + GST
275	Upright marker, holds four urns	\$3,175.20 + GST
276	Ground internment of a cremation urn	\$409.37 + GST
277	Scattering of ashes	
278	No plaque	\$92.24 + GST
279	Rose garden plaque only	\$564.98 + GST
280	With plaque	\$654.10 + GST
281	Columbarium niche space	
282	Holds one to two urns	\$3,712.37 + GST
283	Holds three urns	\$5,568.56 + GST
284	Holds up to 15 urns (family space)	\$3,625.36 to \$10,000.00 + GST
285	Open and close columbarium niche	\$233.93 + GST
286	Field of honour upright marker lot	\$1,493.18 + GST
287	Field of honour cremation lot	\$1,004.28 + GST
288	<i>A Government of Alberta burial subsidy for 50% of above lot costs (pre-GST) may be available to low-income customers. Must meet eligibility requirements. Ask your funeral home for details.</i>	
289	Bottrel and Dalemead Cemeteries	
290	Flat marker lot	\$2,959.92 + GST
291	Upright marker lot	\$3,386.88 + GST
292	Internment	\$1,639.49 + GST
293	Cremation lot	

2020 MASTER RATES

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294	Bottrel and Dalemead Cemeteries (continued)	
295	Flat marker, holds two urns	\$2,045.84 + GST
296	Upright marker, holds two urns	\$2,774.94 + GST
297	Flat marker, holds four urns	\$2,694.11 + GST
298	Upright marker, holds four urns	\$3,175.20 + GST
299	Ground internment of a cremation urn	\$837.49 + GST
300	Transporting equipment to cemetery	\$198.73 + GST
301	<i>A Government of Alberta burial subsidy for 50% of above lot costs (pre-GST) may be available to low-income customers. Must meet eligibility requirements. Ask your funeral home for details.</i>	
302	Other Items (additional charges to above rates)	
303	Cement liner/vault	\$1,330.00 to \$10,000.00 + GST
304	Saturday casket service	\$947.41 + GST
305	Saturday ash/urn/infant/child service	\$385.98 + GST
306	Weekday service overtime rate after 3 p.m.; per half hour	\$163.75 + GST
307	Statutory holiday service	Double the above rates + GST
308	Snow removal around grave site	\$163.75 + GST
309	Winter dig (October to April)	
310	Adult casket	\$255.50 + GST
311	Infant/child casket	\$119.23 + GST
312	Urn	\$85.17 + GST
313	Small tent rental	\$176.40 + GST
314	Large tent rental	\$231.53 + GST
315	Urgent service requests of less than 48 hours; subject to availability	\$550.00 + GST
316	Title change, certificate change, or buy-back	\$233.93 + GST
317	Plot re-leveling	\$321.88 + GST
318	Casket disinternment	\$3,150.00 + GST
319	Urn or child casket disinternment	\$945.00 + GST
320	Disinter and re-inter a casket in the same grave	\$3,680.00 + GST
321	Disposal of markers, foot stones, etc.	193.13 + GST
322	Memorial Items	
323	Flat marker	\$1,023.20 to \$8,468.71 + GST
324	Flat marker permit; per square inch	\$1.09 + GST
325	Upright marker	\$2,028.57 to \$12,600.00 + GST
326	Upright monument permit; single	\$330.35 + GST
327	Upright monument permit; double	\$521.94 + GST
328	Columbarium wreath plate/niche marker	Starting at \$783.35 + GST

2020 MASTER RATES

All fees are GST exempt unless otherwise noted.



329	Memorial Items (continued)	
330	Columbarium niche plaque permit and installation	\$101.39 + GST
331	Bronze vase	Starting at \$553.03 + GST
332	Marker refinishing; small or medium	\$321.88 + GST
333	Marker refinishing; large	\$450.63 + GST
334	Bench	\$2,116.80 to \$4,365.90 + GST
335	Bench permit	\$1,049.99 + GST
336	Bench installation	\$3,000.00 + GST
337	Tree	\$643.00 to \$908.00 + GST
338	Shrub	Starting at \$434.70 + GST
339	Hardy prairie rose bush for scatter garden	\$67.16 + GST

341	CORPORATE PROPERTIES	
342	County Hall event booking	
343	1-24 attendees; per hour	\$170.00
344	25-49 attendees; per hour	\$280.00

346	FINANCE	
347	Reissue a letter of credit	\$100.00 + GST
348	Returned cheque (e.g. NSF, stale dated, stop payment); first account affected	\$25.00
349	Returned cheque; each additional account affected	\$7.50
350	Staff time; per hour	\$30.00 + GST
351	Accounts sent to collection	Up to 25% of amount owing + GST
352	Interest on overdue accounts receivable; per month (Excludes property tax and water/sewer accounts)	1.5% + GST

354	FIRE & EMERGENCY	
355	Consumer fireworks permit	No charge
356	Commercial fireworks permit	\$50.00
357	Demolishing and/or securing premises	Actual costs
358	Removing or clearing combustible debris from property	Actual costs
359	Three or more false alarms in a calendar year	Actual costs
360	Intentional false alarm	Actual costs

2020 MASTER RATES

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361	Fire & Emergency (continued)	
362	Fire investigation	Actual costs
363	Fire safety inspection; initial and follow up	No charge
364	Three or more fire safety inspections in a calendar year; per inspection	\$150.00 + GST
365	Fire inspection of premises involved in illegal activities	\$150.00 + GST
366	Fire suppression	Actual costs
367	Recovery	Actual costs
368	Fire rescue/response outside the County where no mutual agreement exists	Industry rate

370	FREEDOM OF INFORMATION / ACCESS TO INFORMATION	
371	Access to information request (FOIP) *** Contact us for details ***	\$25.00 + Actual costs
372	Audio or video recording of a council, committee, or board meeting	\$25.00

374	MAPS & ADDRESSES	
375	Print Maps	
376	General map with aerial photograph; up to 11" by 17"	\$10.00 + GST
377	General map with aerial photograph; over 11" by 17"	\$30.00 + GST
378	Additional prints; up to 11" by 17"	\$1.00 + GST
379	County map, no landowner names; 17" by 21"	\$10.00 + GST
380	County map, with landowner names; 34" by 42"	\$20.00 + GST
381	County map, with landowner names; mailing fee	\$20.00 + GST
382	Vector/Raster Data	
383	County-wide data; per layer	\$100.00 + GST
384	Partial county coverage data; per layer	\$50.00 + GST
385	Data package; first section, 2 metre contour intervals	\$50.00 + GST
386	Data package; each additional adjoining section	\$25.00 + GST
387	Airphoto/orthophoto; first section, colour	\$40.00 + GST
388	Airphoto/orthophoto; each additional adjoining section, colour	\$20.00 + GST
389	Map booklet, PDF	\$50.00 + GST
390	Staff time for custom requests; per hour (minimum fee \$15)	\$60.00 + GST
391	Addresses	
392	Naming of subdivision, road, or street	\$350.00
393	Road renaming application	\$500.00
394	House number change request	\$200.00

2020 MASTER RATES

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396	MUNICIPAL LANDS	
397	Application for boundary adjustments and/or lease of environmental reserves**	\$250.00
398	Application for lease of fee simple County lands**	\$250.00 + GST
399	Application for license of occupation for County lands**	\$250.00 + GST
400	Application for temporary grazing permit application and site inspection fee	\$250.00 + GST
401	Preparation of temporary access agreement for County lands**	\$150.00 + GST
402	Preparation of utility right of way/easement agreements**	
403	Initial agreement	\$250.00 + GST
404	Amendment	\$100.00 + GST
405	Application for removal of reserve designation; per parcel or titled unit*	\$2,750.00
406	Application for sale of former reserve land; per parcel or titled unit*	\$2,750.00 + GST
407	Application for sale of fee simple land; per parcel or titled unit*	\$2,750.00 + GST
408	* 75% of fee is refunded if application is cancelled prior to file circulation; 65% of fee is refunded if cancelled during or after circulation and before advertising/notification	
409	** Negotiated rates or other forms of compensation to the County may be part of the agreement terms	

411	PETS & ANIMALS	
412	Hobby kennel licence	\$125.00
413	Reclaim impounded animal	\$250.00
414	Dog trap damage deposit (refundable)	\$250.00
415	Cat trap damage deposit (refundable)	\$100.00

417	PLANNING & DEVELOPMENT	
418	Area Structure Plan/Conceptual Scheme/Master Site Development	
419	Fee calculations exclude municipal and/or environmental reserves, and public utility lots. Maximum fee is \$100,000.	
420	Area structure plan minor amendment; base fee up to 160 acres (64.75 hectares)	\$8,000.00
421	Area structure plan minor amendment; each additional full or partial quarter of land	\$1,500.00
422	Area structure plan review or major amendment	Actual costs
423	Conceptual scheme; base fee up to 160 acres (64.75 hectares)	\$9,500.00
424	Conceptual scheme; each additional acre over 160 acres (64.75 hectares)	\$26.00
425	Conceptual scheme amendment	\$3,500.00
426	Master site development plan	\$3,500.00
427	Master site development plan amendment	\$2,000.00

2020 MASTER RATES

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428	Direct Control Bylaw Redesignation*	
429	<i>Excludes gravel pits. Fee calculations exclude municipal and/or environmental reserves, and public utility lots. Maximum fee is \$100,000.</i>	
430	No subdivision provided; base fee up to 40 acres (16.19 hectares)	\$7,780.00
431	Each additional acre over 40 acres (16.19 hectares)	\$110.00
432	Subdivision provided (includes condominium/bareland condominium); first six lots	\$7,780.00
433	Lots seven to 50; per lot	\$280.00
434	Lots 51 to 100; per lot	\$180.00
435	Lots 101 and above; per lot	\$80.00
436	Site-specific amendment affecting a single parcel	\$2,075.00
437	Site-specific amendment affecting multiple parcels	\$3,075.00
438	AEUB hearing deposit (unused balance will be refunded; balance owing invoiced)	\$20,000.00
439	<i>* 85% of fee is refunded if application is cancelled prior to circulation; 50% of fee is refunded if cancelled during or after circulation and before advertising. Third-party review fees are non-refundable.</i>	
440	Land Redesignation*	
441	<i>Fee calculations exclude municipal and/or environmental reserves, and public utility lots. Maximum fee is \$100,000.</i>	
442	Outside an area structure or concept plan; first six lots	\$4,250.00
443	Lots seven to 49; per lot	\$455.00
444	Lots 50 to 99; per lot	\$330.00
445	Lots 100 and above; per lot	\$155.00
446	Inside an area structure or concept plan; first six lots	\$2,100.00
447	Lots seven to 49; per lot	\$455.00
448	Lots 50 to 99; per lot	\$330.00
449	Lots 100 and above; per lot	\$155.00
450	Land Redesignation* (continued)	
451	Bylaw text amendment application	\$1,050.00
452	Redesignation or subdivision application amendment	\$275.00
453	Gravel pits; per full or partial quarter section	\$5,675.00
454	<i>* 85% of fee is refunded if application is cancelled prior to circulation; 50% of fee is refunded if cancelled during or after circulation and before advertising. Third-party review fees are non-refundable.</i>	
455	Land Subdivision	
456	Subdivision by instrument or plan* (maximum fee \$100,000)	
457	First 10 lots; per lot	\$975.00
458	Lots 11 to 50; per lot	\$260.00
459	Lots 51 to 100; per lot	\$100.00
460	Lots 101 and above; per lot	\$50.00
461	Boundary adjustment; per lot or title	\$250.00

2020 MASTER RATES

All fees are GST exempt unless otherwise noted.



462	Land Subdivision (continued)	
463	Condominium building; per unit	\$50.00
464	Phased approvals; per phase	\$525.00
465	Appraisal payable if Municipal Reserves are outstanding; per title	Actual costs
466	Resubmission of previously approved subdivision	Lesser of application fee or \$3,250.00
467	Subdivision Authority decision; credited to endorsement fee if no appeal is filed	\$1,000.00
468	Subdivision approval extension or re-activation (refundable if application is denied)	
469	First request	\$310.00
470	Second request	\$465.00
471	Third request	\$620.00
472	Fourth and each subsequent request	\$1,050.00
473	Subdivision endorsement fees	
474	First 10 lots; per lot	\$1,035.00
475	Lots 11 to 50; per lot	\$780.00
476	Lots 51 and above; per lot	\$500.00
477	Boundary adjustment; per lot or title	\$510.00
478	Request to re-evaluate a subdivision condition before endorsement	25% of current application fee
479	Subdivision development design legal review	Actual costs + 10%
480	<i>* 85% of fee is refunded if application is cancelled prior to file circulation; 50% of fee is refunded if cancelled during or after circulation and before staff report is complete. Third-party review fees are non-refundable.</i>	
481	Print Documents	
482	County technical reports	\$150.00 + GST
483	Land Use Bylaw with maps	\$90.00 + GST
484	Direct Control Bylaws	\$90.00 + GST
485	Land Use Bylaw with maps and Direct Control Bylaws	\$150.00 + GST
486	Municipal Development Plan	\$70.00 + GST
487	Intermunicipal Plan	\$15.00 + GST
488	Area Structure Plan or Area Redevelopment Plan	\$20.00 + GST
489	Conceptual Scheme	\$10.00 + GST
490	Background studies and reports (e.g. land inventory, context study)	\$15.00 + GST
491	Land Title documents; per title/instrument	\$15.00

2020 MASTER RATES

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492	Administrative	
493	Historical planning research	See FOIP rates
494	Pre-application meeting; per hour	\$250.00
495	Adjustment fee for developing without a permit	150% of applicable fee
496	Request to postpone a public hearing	
497	Development of one to four lots	\$550.00
498	Lots five and above; per lot	\$65.00
499	Gravel pit	\$1,580.00
500	Indefinite postponement	Double the above rates
501	Development agreement inspection; first site visit	\$450.00
502	Development agreement inspection; each second and subsequent site visit	\$900.00
503	General inspection fee other than for a development agreement	\$200.00
504	Cash a development security	\$250.00
505	Complete or secure a development site	5% of security fee
506	Developer requested security reduction	\$5,000.00
507	Plan cancellation	\$2,500.00
508	Discharge of caveats	\$25.00 + \$200.00 each
509	Letter to confirm land use designation of a parcel	\$85.00
510	Document retrieval, non-FOIP; per property file/hour (minimum fee \$25)	\$25.00 + GST
511	Third-party review	Actual costs + 10%
512	Fiscal impact assessment	Actual costs
513	Volunteer labour; general	Provincial minimum wage
514	Volunteer labour; specialized trade	Market rate
515	Voluntary recreation contribution, residential; per unit	\$800.00
516	Voluntary recreation contribution, non-residential; per acre	\$800.00
517	Change a development permit application; before file circulation	25% of original fee
518	Change a development permit application; before decision	50% of original fee
519	Renew a development permit (excluding gravel pits)	\$200.00
520	Extend a development permit (minimum fee \$185)	50% of original fee
521	Prepare a development agreement as a condition of a development permit	\$500.00
522	Land Use Bylaw review where a development permit is not required	\$315.00
523	Request to waive development permit reapplication interval period	\$500.00
524	Request to re-evaluate a development permit condition	25% of current application fee
525	Development permit compliance re-inspection (first inspection is free)	\$150.00
526	Development permit compliance re-inspection; second and subsequent	\$250.00

2020 MASTER RATES

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527	Administrative (continued)	
528	Compliance stamp; residential	\$150.00
529	Compliance stamp; commercial	\$250.00
530	General Development Permits*	
531	Accessory building	\$265.00
532	Stripping, filling, excavation, and/or grading to construct a berm, constructing an artificial water body/dugout, or stockpiling	
533	One acre or less	\$450.00
534	Over one acre and up to two acres	\$600.00
535	Over two acres	\$1,000.00
536	Stripping, grading, and excavation for subdivision; first two parcels	\$2,000.00
537	Stripping, grading, and excavation for subdivision; each additional parcel	\$100.00
538	Landfill; first two parcels	\$5,000.00
539	Landfill; each additional parcel	\$100.00
540	Signs	\$265.00
541	<i>* 75% of fee is refunded if application is cancelled prior to circulation; 50% of fee is refunded if cancelled during or after circulation and before decision.</i>	
542	Residential Development Permits*	
543	Dwelling	
544	Single detached	\$315.00
545	Accessory dwelling unit	\$515.00
546	Detached; two or more units	\$515.00 + \$160.00/unit
547	Attached; two or more units	\$540.00 + \$160.00/unit
548	Mobile home	\$265.00
549	Row housing	\$540.00 + \$160.00/unit
550	Dwelling unit, relaxation for height	\$500.00
551	Hobby kennel	\$285.00
552	Home-based business Type I	\$60.00
553	Home-based business Type II	\$585.00
554	Show home	\$515.00
555	<i>* 75% of fee is refunded if application is cancelled prior to file circulation; 50% of fee is refunded if cancelled during or after circulation and before decision.</i>	
556	Agricultural Development Permits*	
557	Keeping livestock; less than 20 animals	\$265.00
558	Keeping livestock; 20 to 500 animals	\$440.00
559	Outdoor horticulture production; base fee up to 10 hectares	\$465.00
560	Outdoor horticulture production; per hectare over 10 ha (maximum fee \$2,500)	\$5.00
561	Indoor horticulture production; base fee up to 600 m ²	\$530.00

2020 MASTER RATES

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562	Agricultural Development Permits* (continued)	
563	Indoor horticulture production; per square metre over 600 m ² (maximum fee \$2,500)	\$0.25
564	Private indoor riding arena	\$585.00
565	Equestrian centre I	\$675.00
566	Equestrian centre II	\$725.00
567	Fish farm	\$540.00
568	<i>* 75% of fee is refunded if application is cancelled prior to file circulation; 50% of fee is refunded if cancelled during or after circulation and before decision.</i>	
569	Commercial, Institutional & Industrial Development Permits*	
570	New construction	
571	600 m ² or less of floor area	\$1,000.00
572	601 to 1,499 m ² of floor area	\$2,150.00
573	Commercial, Institutional & Industrial Development Permits* (continued)	
574	1,500 m ² or more of floor area; base fee	\$3,150.00
575	Each additional square metre over 1,500 m ²	\$1.00
576	Change of use in an existing building or portion thereof	\$530.00
577	First occupancy of a building or portion thereof, including each bay	\$530.00
578	Business tenancy change not requiring a development permit	\$60.00
579	Land use change; developed area (maximum fee \$5,500)	\$440.00 + \$25/ha + \$0.10/m ²
580	Golf course; per nine holes	\$2,575.00
581	Kennel	\$625.00
582	Gravel pit; first 10 acres (4.05 hectares), initial or renewal application	\$6,200.00
583	Gravel pit; each subsequent acre (0.4 hectare); initial or renewal application	\$205.00
584	<i>* 75% of fee is refunded if application is cancelled prior to file circulation; 50% of fee is refunded if cancelled during or after circulation and before decision.</i>	

586	ROADS	
587	Road Maintenance	
588	Dust control; per 200 metres (first 200 metres are no charge)	\$500.00 + GST
589	Plowing a private driveway for medical access; greater of per event or hour	\$50.00/event or \$120.00/hr + GST
590	Plowing a road under a development agreement; per lane km/month from Nov. to Apr.	\$500.00 + GST
591	Blading an agricultural field access road or non-standard road; per hour (2 free/year)	\$150.00 + GST
592	Cattle guards	
593	Install	\$5,000.00 + GST
594	Clean out	\$1,600.00 + GST
595	Repair	Industry rate

2020 MASTER RATES

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596	Road Maintenance (continued)	
597	Remove	\$3,500.00 + GST
598	Cattle pass; install, maintain, and remove	Actual costs
599	Road Construction	
600	Application to build a temporary road approach; refunded when approach removed	\$1,000.00 + GST
601	Road approach inspection (first inspection is no charge)	
602	Second inspection; per approach	\$100.00 + GST
603	Third inspection; per approach	\$400.00 + GST
604	Each additional inspection; first approach	\$400.00 + GST
605	Each additional inspection; each additional approach	\$150.00 + GST
606	Road Construction (continued)	
607	Access road development/road right of way application	\$500.00
608	Access road development/road right of way inspection; per 100 metres	\$200.00
609	Landowner compensation rates	
610	Crop damage; per acre	\$400.00
611	Borrowed pits; per acre	\$300.00
612	Back sloping area disturbed; per acre	\$300.00
613	Fence removed; per mile	\$800.00
614	Fence replaced; per mile	\$1,600.00
615	Road Allowances and Closures	
616	Road allowance used by non-County utilities; per km/year	\$300.00
617	Utility line assignment requiring Council approval	\$500.00
618	Close a road allowance	\$2,000.00
619	License a road allowance for agricultural use	\$500.00
620	Road allowance grazing licence; per acre/year	\$10.00 + GST
621	Road allowance cultivation licence; per acre/year	\$20.00 + GST
622	Transfer a road allowance licence	\$500.00
623	Re-open a previously closed road allowance	\$1,500.00
624	Close a road* (fee includes GST)	\$2,750.00
625	* 85% of fee is refunded if application is cancelled prior to file circulation; 60% of fee is refunded if cancelled during or after circulation and before advertising of public hearing.	
626	Traffic Control	
627	Supply and install a traffic sign	\$300.00 + labour + GST
628	Traffic count; per 24 hours	\$125.00 + GST
629	Traffic classification count; per 24 hours	\$250.00 + GST

2020 MASTER RATES

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630	Gravel Sales (Seasonal)	
631	Crushed gravel; per cubic metre	\$15.50 + GST
632	Unprocessed pit-run gravel; per cubic metre	\$8.00 + GST
633	Reject sand; per cubic metre	\$7.00 + GST
634	Rip rap; per tonne	\$60.00 + GST
635	Gravel Sales (Seasonal) (continued)	
636	Unprocessed pit-run gravel for contractors doing government projects	
637	Projects within the County; per tonne	\$4.00 + GST
638	Projects outside the County; per tonne	\$5.00 + GST

640	WASTE & RECYCLING	
641	County-Managed Garbage and Recycling Centres	
642	Tag-a-Bag; single tag	\$3.00
643	Tag-a-Bag; book of 25 tags	\$65.00
644	Household furniture; per item	\$20.00
645	Bulk waste; per half-ton load	\$45.00
646	Freon removal; per compressor	Actual costs
647	Untreated wood or lumber; per half-ton load	\$30.00
648	Langdon Curbside Collection	
649	Black garbage cart – 120 litres; per month	\$10.43
650	Black garbage cart – 240 litres; per month	\$14.63
651	Blue recycling cart; per month	\$9.72
652	Green organics cart; per month	\$6.65
653	Black garbage cart change fee	\$50.00

655	WATER & SEWER	
656	Administrative	
657	Water or sewer account set up; per account	\$30.00
658	Water meter and installation; up to 5/8"	\$700.00
659	Water meter and installation; over 5/8"	\$2,500.00
660	Overstrength wastewater surcharge	
661	Per mg/L over 300 mg/L biological oxygen demand (BOD)	\$0.1460
662	Per mg/L over 300 mg/L total suspended solids (TSS)	\$0.1161
663	Per mg/L over 100 mg/L fats, oil, and grease (FOG)	\$0.1971
664	Late payment penalty, water or sewer account; per month	3%
665	Request to connect to outside municipality services	\$500.00

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All fees are GST exempt unless otherwise noted.



666	Bragg Creek Water Service	
667	Residential water rate; per month	\$25.00 + \$2.497/m ³
668	Non-residential water rate; per month	\$25.00 + \$2.497/m ³
669	Wintergreen Woods Communal bulk water supply; per month	\$2000.00 + \$2.497/m ³
670	Additional service capacity from within the local improvement service area; per m ³ /day*	\$6,715.00
671	Water connection from outside the local improvement service area; per m ³ /day* (minimum 0.85m ³)	\$29,395.00
672	* Additional off-site infrastructure borrowing costs apply, calculated to the date of fee payment.	
673	Bragg Creek Sewer Service	
674	Residential sewer rate; per month	\$25.00 + \$6.265/m ³ water use
675	Non-residential sewer rate; per month	\$25.00 + \$6.265/m ³ water use
676	Additional service capacity from within the local improvement service area; per m ³ /day*	\$11,163.00
677	Sewer connection from outside the local improvement service area; per m ³ /day* (minimum 0.85m ³)	\$25,600.00
678	* Additional off-site infrastructure borrowing costs apply, calculated to the date of fee payment.	
679	Elbow Valley/Pinebrook Sewer Service	
680	Sewer rate; per month	\$83.26
681	Sewer connection	\$670.00
682	East Rocky View Water Service	
683	Residential water rate; per month	\$15.00 + \$4.250/m ³
684	Non-residential water rate; per month	
685	0 to 49 cubic metres	\$20.00 + \$4.250/m ³
686	50 to 499 cubic metres	\$50.00 + \$4.250/m ³
687	500 cubic metres and over	\$150.00 + \$4.250/m ³
688	Water overage surcharge; per cubic metre over allocation	\$8.50
689	Conrich Service Area	
690	Residential water connection*	\$17,150.00
691	Non-residential water connection; per m ³ /day* (minimum 0.95m ³)	\$18,050.00
692	Additional service capacity; per m ³ /day*	\$18,050.00
693	East Balzac Service Area	
694	Residential water connection*	\$15,210.00
695	Non-residential water connection; per m ³ /day* (minimum 0.95m ³)	\$16,010.00
696	Additional service capacity; per m ³ /day*	\$16,010.00
697	* Additional off-site infrastructure borrowing costs apply, calculated to the date of fee payment.	

2020 MASTER RATES

All fees are GST exempt unless otherwise noted.



698	East Rocky View Sewer Service	
699	Residential metered sewer rate; per month	\$30.00 + \$2.091/m ³ water use
700	Residential unmetered sewer rate; per month	\$67.81
701	Multi-unit residential sewer rate; per month	\$30.00 + \$2.787/m ³ water use
702	Non-residential sewer rate; per month	\$45.00 + \$2.019/m ³ water use
703	Sewer overage surcharge; per cubic metre over allocation	4.646\
704	East Rocky View Sewer Service (continued)	
705	Conrich Service Area	
706	Residential sewer connection*	\$18,145.00
707	Non-residential sewer connection; per m ³ /day* (minimum 0.95m ³)	\$21,225.00
708	Additional service capacity; per m ³ /day*	\$21,225.00
709	Dalroy Service Area	
710	Residential sewer connection*	\$30,640.00
711	Non-residential sewer connection; per m ³ /day* (minimum 0.95m ³)	\$35,840.00
712	Additional service capacity; per m ³ /day*	\$35,840.00
713	East Balzac Service Area	
714	Residential sewer connection*	\$18,145.00
715	Non-residential sewer connection; per m ³ /day* (minimum 0.95m ³)	\$21,225.00
716	Additional service capacity; per m ³ /day*	\$21,225.00
717	* Additional off-site infrastructure borrowing costs apply, calculated to the date of fee payment.	
718	Langdon Sewer Service	
719	Residential sewer rate; per month	\$56.26
720	Non-residential sewer rate; per month	\$56.26
721	Combined residential/commercial with restaurant sewer rate; per month	\$151.90
722	Combined residential/commercial without restaurant sewer rate; per month	\$75.95
723	Restaurant sewer rate; per month	\$84.38
724	Sewer overage surcharge; per cubic metre over allocation	\$3.94
725	Residential sewer connection*	\$12,300.00
726	Non-residential sewer connection; per m ³ /day* (minimum 0.95m ³)	\$14,385.00
727	Additional service capacity; per m ³ /day*	\$14,385.00
728	* Additional off-site infrastructure borrowing costs apply, calculated to the date of fee payment.	



BYLAW C-7857-2019

A Bylaw of Rocky View County, in the Province of Alberta, to establish the rates charged for providing various municipal services.

The Council of Rocky View County enacts as follows:

Title

- 1 This Bylaw may be cited as the *Master Rates Bylaw*.

Definitions

- 2 Words in this Bylaw have the same meaning as those set out in the *Municipal Government Act* except for the following:
 - (1) “***Municipal Government Act***” means the *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time.

Effect

- 3 Rocky View County establishes the rates set out in Schedule ‘A’ attached to and forming part of this Bylaw.
- 4 If any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw will remain valid and enforceable.

Effective Date


- 5 Bylaw C-7751-2018, being the *Master Rates Bylaw*, is rescinded upon this Bylaw passing and coming into full force and effect.
- 6 Bylaw C-7857-2019, being the *Master Rates Bylaw*, is passed when it receives third reading and is signed pursuant to the *Municipal Government Act*.
- 7 Bylaw C-7857-2019, being the *Master Rates Bylaw*, comes into full force and effect on May 1, 2019.

READ A FIRST TIME IN COUNCIL this 26th day of March, 2019

READ A SECOND TIME IN COUNCIL this 26th day of March, 2019

UNANIMOUS PERMISSION FOR THIRD READING this 26th day of March, 2019

READ A THIRD TIME IN COUNCIL this 26th day of March, 2019



Reeve



Chief Administrative Officer or Designate

March 26, 2019
Date Bylaw Signed

2019 MASTER RATES

All fees are GST exempt unless otherwise noted.



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AGRICULTURAL SERVICES

Rentals

Tree planting machine

Rental; per day \$50.00 + GST

Damage deposit \$150.00

Agriculture pest trap

Rental; per week after two weeks \$25.00 + GST

Damage deposit \$125.00

Water well measuring tape

Rental; per week after two weeks \$25.00 + GST

Damage deposit \$125.00

Back pack sprayer

Rental; per day \$25.00 + GST

Damage deposit \$125.00

Pasture sprayer

Rental, first day \$250.00 + GST

Rental, each additional day \$100.00 + GST

Damage deposit \$1,000.00

Other

Bat box \$30.00 + GST

Gopher traps and bait Actual costs

Grass seed Actual costs

Green Acreages guide \$30.00 + GST

Landowner weed control agreement sign, each \$15.00 + GST

Weed Identification in Alberta booklet \$3.00 + GST

Weeds of the Prairies book \$30.00 + GST

Weed spraying after a weed notice is issued \$50.00 + Actual costs + GST

Guide to Crop Protection blue book \$12.00 + GST

Soil and hay sampler deposit \$125.00 + GST

Twine for weed-free hay Actual costs

2019 MASTER RATES

All fees are GST exempt unless otherwise noted.



APPEAL OF A DEVELOPMENT, SUBDIVISION, OR ENFORCEMENT DECISION

Appeal of a Development Authority decision; filed by landowner	\$350.00
Appeal of a Development Authority decision; filed by affected party	\$250.00
Appeal of a Stop Order issued by the Development Authority	\$500.00
Appeal of a Subdivision Authority decision*	\$1,000.00
Appeal of a Compliance Order issued as per the <i>Municipal Government Act</i>	\$500.00

* Paid at time of subdivision application and credited to endorsement fee if no appeal is filed.

ARTS, CULTURE & RECREATION

Concert permit	\$250.00
Road use permit (e.g. for foot or bike race, road rally)	\$250.00
Film permit	\$250.00
Community peace officer (e.g. traffic control); per hour	\$65.00 + GST

ASSESSMENT & TAX

Assessment	
Request for assessment information	
Staff time; per hour	\$50.00 + GST
Document copying – first page	\$5.00
Document copying – each subsequent page	\$1.00
Residential property assessment complaint	
Three dwellings or fewer	\$50.00
More than three dwellings	\$650.00
Non-residential property assessment complaint	
\$1 to \$500,000	\$250.00
\$500,001 to \$1,000,000	\$400.00
\$1,000,001 to \$4,000,000	\$550.00
\$4,000,001 and more	\$650.00
Farm land assessment complaint	\$50.00

2019 MASTER RATES

All fees are GST exempt unless otherwise noted.



61	Assessment (continued)	
62	Machinery and equipment assessment complaint	
63	\$1 to \$500,000	\$250.00
64	\$500,001 to \$1,000,000	\$400.00
65	\$1,000,001 to \$4,000,000	\$550.00
66	\$4,000,001 and more	\$650.00
67	Tax	
68	Minimum annual tax payable	\$20.00
69	Tax certificate; per parcel	\$30.00
70	Historical tax summary	\$50.00 + GST

72	BUILDING PERMITS & INSPECTIONS	
73	Building Permits*	
74	Residential single-family detached or two-family attached, under 6,458 ft ² (600 m ²), new construction, addition, and renovation	
75	Main floor; per square foot	\$0.58
76	Second and additional floors; per square foot	\$0.58
77	Attached garage; per square foot	\$0.40
78	Basement in bungalow or two storey, developed area only; per square foot	\$0.30
79	Basement in bi-level or walkout; per square foot	\$0.30
80	Deck or covered canopy; per square foot	\$0.30
81	Renovation; per square foot	\$0.40
82	Fireplace or wood stove; each	\$110.00
83	Residential 6,458 ft ² (600 m ²) and larger, including multi-family	
84	Per \$1,000 construction cost up to \$2 million	\$8.00
85	Per \$1,000 construction cost over \$2 million	\$4.00
86	Residential moved in, includes manufactured home	
87	Main floor; per square foot	\$0.40
88	Basement, developed area only; per square foot	\$0.30
89	Deck or covered canopy; per square foot	\$0.30
90	Addition; per square foot	\$0.58
91	Attached garage; per square foot	\$0.40
92	Fireplace or wood stove; each	\$110.00
93	Mobile dwelling; approved by a Limited Term Development permit	\$160.00

2019 MASTER RATES

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94	Building Permits (continued)	
95	Accessory dwelling unit	
96	Renovation; per square foot	\$0.40
97	Add a second floor; per square foot	\$0.58
98	Add on to main floor or accessory building, or build a garden suite; per square foot	\$0.58
99	Preliminary inspection	\$160.00
100	Ancillary buildings to a residential use; per square foot	\$0.30
101	Farm building or private riding arena	\$60.00
102	Institutional, commercial, or industrial; per \$1,000 construction cost	\$10.50
103	Tent; per square foot, up to three tents less than 300 m ² total per property/event (minimum fee \$160); fundraising activities by non-profits exempt	\$0.10
104	Stage; covered any height or uncovered higher than 1.2 m; per square foot (min. fee \$125)	\$4.00
105	Bleachers; per 45 foot long, 10 rows, 300 people, or portion thereof	\$125.00
106	<i>* 75% of fee is refunded if application is cancelled prior to plan examination; 50% of fee is refunded if cancelled after plan examination. Safety Codes fees are non-refundable.</i>	
107	Other Fees	
108	Minimum permit fee	\$160.00
109	Minor residential improvements, including compliance verification for hot tub cover or solar panel installation (electrical permit still required)	\$50.00
110	Demolition permit	\$80.00
111	Relocation inspection; per 150 kilometres or portion thereof	\$160.00
112	Foundation permit	\$100.00
113	Re-examine plans	10% of original fee
114	Safety inspection	\$500.00
115	Void - permit advisory stamp	\$30.00
116	Pre-application meeting; per hour	\$160.00
117	Alberta Building Code variance; single-family, two-family, and accessory building	\$330.00
118	Alberta Building Code variance; multi-family, commercial, industrial, and institutional	\$2,200.00
119	Permit renewal	
120	Building permit; first year from date of permit issuance	\$160.00
121	Building permit; second year from date of permit issuance (minimum fee \$160)	37% of original fee
122	Electrical permit*	\$160.00
123	Gas permit*	\$160.00
124	Plumbing permit*	\$160.00
125	<i>* Expired with minimum of one inspection performed that passed in compliance. Otherwise, standard permit fees apply.</i>	

2019 MASTER RATES

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126	Other Fees (continued)	
127	Change an issued permit or contractor change; per event	\$50.00
128	Starting construction without a permit; principle or accessory building (min. fee \$400)	200% of applicable fee
129	Starting construction without a permit; subtrade, sewage, or farm location	200% of applicable fee
130	Inspector cannot access building; first violation	\$150.00
131	Inspector cannot access building; subsequent violation	\$250.00
132	Project not ready for inspection; first violation	\$150.00
133	Project not ready for inspection; subsequent violation	\$250.00
134	Additional inspection for complex construction	\$150.00
135	Failure to recall an inspection when required by a Safety Codes Officer	\$250.00
136	Occupying a building before final inspection; first violation	\$500.00
137	Occupying a building before final inspection; subsequent violation same calendar year	\$1,000.00
138	Ignoring a stop work notice; first violation	\$500.00
139	Ignoring a stop work notice; subsequent violation in same calendar year	\$1,000.00
140	Subtrade and Sewer Permits*	
141	Residential single-family and two-family — electrical permit; new construction and additions, based on total developed area including attached garage	
142	Less than 1,500 ft ² (139 m ²)	\$160.00
143	1,501 to 2,500 ft ² (140 to 232 m ²)	\$185.00
144	2,501 to 5,000 ft ² (232 to 464 m ²)	\$235.00
145	5,001 to 7,500 ft ² (465 to 697 m ²)	\$285.00
146	Over 7,500 ft ² (698 m ²)	See commercial fees
147	Renovations or accessory building upgrades; less than 500 ft ² (46 m ²)	\$160.00
148	Renovations or accessory building upgrades; 500 ft ² (46 m ²) or more	See commercial fees
149	Temporary service	\$160.00
150	Service connection inspection prior to rough-in	\$160.00
151	Residential single-family and two-family — gas permit; new construction and additions, based on total developed area including attached garage with gas appliance or rough in	
152	Less than 1,500 ft ² (139 m ²)	\$160.00
153	1,501 to 2,500 ft ² (140 to 232 m ²)	\$170.00
154	2,501 to 5,000 ft ² (232 to 464 m ²)	\$185.00
155	5,001 to 7,500 ft ² (465 to 697 m ²)	\$235.00
156	Over 7,500 ft ² (698 m ²)	See commercial fees
157	Renovations or accessory building upgrades; less than 500 ft ² (46 m ²)	\$160.00
158	Renovations or accessory building upgrades; 500 ft ² (46 m ²) or more	See commercial fees

2019 MASTER RATES

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159	Subtrade and Sewer Permits* (continued)	
160	Service connection	\$160.00
161	Appliance replacement; up to two	\$160.00
162	Unit heater, up to two	\$160.00
163	Gas fireplace; gas line installation (if separate from unit installation)	\$160.00
164	Gas fireplace; unit installation (if separate from gas line installation)	\$160.00
165	Temporary tank set	\$160.00
166	Geothermal heating; per \$1,000 of system installation	\$9.00
167	Hydronic heating	\$165.00
168	Residential single-family and two-family — plumbing permit; new construction and additions, based on total developed area including attached garage with plumbing or rough in	
169	Less than 1,500 ft ² (139 m ²)	\$230.00
170	1,501 to 2,500 ft ² (140 to 232 m ²)	\$260.00
171	2,501 to 5,000 ft ² (232 to 464 m ²)	\$290.00
172	5,001 to 7,500 ft ² (465 to 697 m ²)	\$410.00
173	Over 7,500 ft ² (697 m ²) (minimum fee \$410)	See commercial fees
174	Connection to piped sewer system; per sewer line	\$160.00
175	Minor renovation, including accessory building; five outlets or fewer	\$160.00
176	Major renovation, including accessory building; more than five outlets	See commercial fees
177	Service connection	\$160.00
178	Drainage line inspection, below slab before rough-in inspection	\$150.00
179	Homeowner fee where the landowner/resident performs the work; per permit	\$125.00 + GST
180	Commercial, industrial, institutional, multi-family, and agricultural — electrical permit	
181	Up to \$1,000 materials and labour	\$160.00
182	\$1,001 to \$2,000 materials and labour	\$165.00
183	\$2,001 to \$3,000 materials and labour	\$170.00
184	\$3,001 to \$4,000 materials and labour	\$175.00
185	\$4,001 to \$5,000 materials and labour	\$180.00
186	\$5,001 to \$6,000 materials and labour	\$190.00
187	\$6,001 to \$7,000 materials and labour	\$200.00
188	\$7,001 to \$8,000 materials and labour	\$220.00
189	\$8,001 to \$9,000 materials and labour	\$230.00
190	\$9,001 to \$10,000 materials and labour	\$240.00
191	\$10,001 to \$11,000 materials and labour	\$250.00
192	\$11,001 to \$12,000 materials and labour	\$260.00

2019 MASTER RATES

All fees are GST exempt unless otherwise noted.



193	Subtrade and Sewer Permits* (continued)	
194	\$12,001 to \$13,000 materials and labour	\$270.00
195	\$13,001 to \$14,000 materials and labour	\$280.00
196	\$14,001 to \$15,000 materials and labour	\$290.00
197	\$15,001 to \$16,000 materials and labour	\$300.00
198	\$16,001 to \$18,000 materials and labour	\$310.00
199	\$18,001 to \$20,000 materials and labour	\$330.00
200	\$20,001 to \$25,000 materials and labour	\$340.00
201	\$25,001 to \$30,000 materials and labour	\$370.00
202	\$30,001 to \$35,000 materials and labour	\$400.00
203	\$35,001 to \$40,000 materials and labour	\$430.00
204	\$40,001 to \$50,000 materials and labour	\$470.00
205	\$50,001 to \$60,000 materials and labour	\$540.00
206	\$60,001 to \$80,000 materials and labour	\$600.00
207	\$80,001 to \$100,000 materials and labour	\$700.00
208	\$100,001 to \$120,000 materials and labour	\$850.00
209	\$120,001 to \$140,000 materials and labour	\$950.00
210	\$140,001 to \$160,000 materials and labour	\$1,050.00
211	\$160,001 to \$180,000 materials and labour	\$1,200.00
212	\$180,001 to \$200,000 materials and labour	\$1,300.00
213	\$200,000 and more; base fee plus incremental fee below	\$1,300.00
214	\$200,000 and more; per \$1,000 of value over \$200,000	\$5.00
215	Temporary service less than 101 amp	\$160.00
216	Temporary service 101 amp or more	See commercial fees
217	Commercial, industrial, institutional, multi-family, and agricultural — gas permit	
218	0 to 100,000 BTU input	\$160.00
219	100,001 to 200,000 BTU input	\$170.00
220	200,001 to 400,000 BTU input	\$180.00
221	400,001 to 1 million BTU input	\$240.00
222	More than 1 million and up to 2 million BTU input	\$340.00
223	Over 2 million BTU input; base fee	\$340.00
224	Over 2 million BTU input; per 1 million BTU or portion thereof over 2 million	\$45.00

2019 MASTER RATES

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225	Subtrade and Sewer Permits* (continued)	
226	Appliance replacement; up to 100,000 BTU input	\$160.00
227	Appliance replacement; 100,001 to 400,000 BTU input	\$170.00
228	Appliance replacement; 400,001 to 5 million BTU input	\$180.00
229	Appliance replacement; over 5 million BTU input	\$340.00
230	Temporary tank set	\$160.00
231	Commercial, industrial, institutional, multi-family, and agricultural — plumbing permit	
232	Base fee; plus applicable outlet fee below	\$110.00
233	One to four outlets; per outlet (minimum fee \$150)	\$11.50
234	Five to 20 outlets; per outlet	\$11.50
235	21 to 100 outlets; per outlet	\$9.50
236	More than 100 outlets; per outlet	\$6.25
237	Connection to piped sewer system; per sewer line	\$130.00
238	Private sewer permits	
239	Residential single-family or two-family; per dwelling unit	\$275.00
240	Multi-family & non-residential; base fee	\$275.00
241	Multi-family & non-residential; surcharge for each 10 m ³ expected sewage/day	\$110.00
242	Variance request for private sewer installation	\$275.00
243	* 50% of fee is refunded if application is cancelled within 90 days of application date. No refund when minimum fee is charged. Safety Codes fee applies on all subtrade permits and is non-refundable: 4% of permit fee (\$4.50 minimum; \$560 maximum)	

245	CEMETERIES	
246	Garden of Peace Cemetery	
247	Flat marker lot	\$2,959.92 + GST
248	Upright marker lot without cement base	\$3,386.88 + GST
249	Upright marker lot with cement base	\$3,666.88 + GST
250	Single-depth grave internment	\$935.71 + GST
251	Double-depth grave internment, first burial	\$1,350.94 + GST
252	Double-depth grave internment, second burial	\$935.71 + GST
253	Infant/child flat marker lot	\$935.00 + GST
254	Infant/child upright marker lot	\$1,205.00 + GST
255	Infant/child internment	\$500.00 + GST

2019 MASTER RATES

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256	Garden of Peace Cemetery (continued)	
257	Cremation lot	
258	Flat marker, holds two urns	\$2,045.84 + GST
259	Upright marker, holds two urns	\$2,774.94 + GST
260	Flat marker, holds four urns	\$2,694.11 + GST
261	Upright marker, holds four urns	\$3,175.20 + GST
262	Ground interment of a cremation urn	\$409.37 + GST
263	Scattering of ashes	
264	No plaque	\$89.12 + GST
265	Rose garden plaque only	\$564.98 + GST
266	With plaque	\$654.10 + GST
267	Columbarium niche space	
268	Holds one to two urns	\$3,712.37 + GST
269	Holds three urns	\$5,568.56 + GST
270	Holds up to 15 urns (family space)	\$3,625.36 to \$10,000.00 + GST
271	Open and close columbarium niche	\$233.93 + GST
272	Field of honour upright marker lot	\$1,493.18 + GST
273	Field of honour cremation lot	\$1,004.28 + GST
274	<i>A Government of Alberta burial subsidy for 50% of above lot costs (pre-GST) may be available to low-income customers. Must meet eligibility requirements. Ask your funeral home for details.</i>	
275	Bottrel and Dalemead Cemeteries	
276	Flat marker lot	\$2,959.92 + GST
277	Upright marker lot	\$3,386.88 + GST
278	Internment	\$1,639.49 + GST
279	Cremation lot	
280	Flat marker, holds two urns	\$2,045.84 + GST
281	Upright marker, holds two urns	\$2,774.94 + GST
282	Flat marker, holds four urns	\$2,694.11 + GST
283	Upright marker, holds four urns	\$3,175.20 + GST
284	Ground interment of a cremation urn	\$837.49 + GST
285	Transporting equipment to cemetery	\$198.73 + GST
286	<i>A Government of Alberta burial subsidy for 50% of above lot costs (pre-GST) may be available to low-income customers. Must meet eligibility requirements. Ask your funeral home for details.</i>	

2019 MASTER RATES

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287	Other Items (additional charges to above rates)	
288	Cement liner/vault	\$1,330.00 to \$10,000.00 + GST
289	Saturday casket service	\$947.41 + GST
290	Saturday ash/urn/infant/child service	\$385.98 + GST
291	Weekday service overtime rate after 3 p.m.; per half hour	\$163.75 + GST
292	Statutory holiday service	Double the above rates + GST
293	Snow removal around grave site	\$163.75 + GST
294	Winter dig (October to April)	
295	Adult casket	\$255.50 + GST
296	Infant/child casket	\$119.23 + GST
297	Urn	\$85.17 + GST
298	Small tent rental	\$176.40 + GST
299	Large tent rental	\$231.53 + GST
300	Urgent service requests of less than 48 hours; subject to availability	\$550.00 + GST
301	Title change, certificate change, or buy-back	\$233.93 + GST
302	Plot re-leveling	\$321.88 + GST
303	Casket disinterment	\$3,150.00 + GST
304	Urn or child casket disinterment	\$945.00 + GST
305	Disinter and re-inter a casket in the same grave	\$3,680.00 + GST
306	Disposal of markers, foot stones, etc.	193.13 + GST
307	Memorial Items	
308	Flat marker	\$1,023.20 to \$8,468.71 + GST
309	Flat marker permit; per square inch	\$1.09 + GST
310	Upright marker	\$2,028.57 to \$12,600.00 + GST
311	Upright monument permit; single	\$330.35 + GST
312	Upright monument permit; double	\$521.94 + GST
313	Columbarium wreath plate/niche marker	Starting at \$783.35 + GST
314	Columbarium niche plaque permit and installation	\$101.39 + GST
315	Bronze vase	Starting at \$553.03 + GST
316	Marker refinishing; small or medium	\$321.88 + GST
317	Marker refinishing; large	\$450.63 + GST
318	Bench	\$2,116.80 to \$4,365.90 + GST
319	Bench permit	\$1,049.99 + GST

2019 MASTER RATES

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320	Memorial Items (continued)	
321	Bench installation	\$3,000.00 + GST
322	Tree	\$643.00 to \$908.00 + GST
323	Shrub	Starting at \$434.70 + GST
324	Hardy prairie rose bush for scatter garden	\$64.89 + GST

326	FINANCE	
327	Reissue a letter of credit	\$100.00 + GST
328	Returned cheque (e.g. NSF, stale dated, stop payment); first account affected	\$25.00
329	Returned cheque; each additional account affected	\$7.50
330	Staff time; per hour	\$30.00 + GST
331	Accounts sent to collection	Up to 25% of amount owing + GST
332	Interest on overdue accounts receivable; per month (Excludes property tax and water/sewer accounts)	1.5% + GST

334	FIRE & EMERGENCY	
335	Consumer fireworks permit	No charge
336	Commercial fireworks permit	\$50.00 + GST
337	Demolishing and/or securing premises	Actual costs
338	Removing or clearing combustible debris from property	Actual costs
339	Three or more false alarms in a calendar year	Actual costs
340	Intentional false alarm	Actual costs
341	Fire investigation	Actual costs
342	Fire safety inspection; initial and follow up	No charge
343	Three or more fire safety inspections in a calendar year; per inspection	\$150.00 + GST
344	Fire inspection of premises involved in illegal activities	\$150.00 + GST
345	Fire suppression	Actual costs
346	Recovery	Actual costs
347	Fire rescue/response outside the County where no mutual agreement exists	Industry rate

2019 MASTER RATES

All fees are GST exempt unless otherwise noted.



FREEDOM OF INFORMATION / ACCESS TO INFORMATION

Access to information request (FOIP) *** Contact us for details ***	\$25.00 + Actual costs
Audio or video recording of a council, committee, or board meeting	\$25.00

MAPS & ADDRESSES

Print Maps

General map with aerial photograph; up to 11" by 17"	\$10.00 + GST
General map with aerial photograph; over 11" by 17"	\$30.00 + GST
Additional prints; up to 11" by 17"	\$1.00 + GST
County map, no landowner names; 17" by 21"	\$10.00 + GST
County map, with landowner names; 34" by 42"	\$20.00 + GST
County map, with landowner names; mailing fee	\$20.00 + GST

Vector/Raster Data

County-wide data; per layer	\$100.00 + GST
Partial county coverage data; per layer	\$50.00 + GST
Data package; first section, 2 metre contour intervals	\$50.00 + GST
Data package; each additional adjoining section	\$25.00 + GST
Airphoto/orthophoto; first section, colour	\$40.00 + GST
Airphoto/orthophoto; each additional adjoining section, colour	\$20.00 + GST
Map booklet, PDF	\$50.00 + GST
Staff time for custom requests; per hour (minimum fee \$15)	\$60.00 + GST

Addresses

Naming of subdivision, road, or street	\$350.00
Road renaming application	\$500.00
House number change request	\$200.00

2019 MASTER RATES

All fees are GST exempt unless otherwise noted.



MUNICIPAL LANDS

Boundary adjustments of environmental reserves

Application \$250.00

Annual lease; per parcel \$10.00

Lease of fee simple County lands

Application \$250.00

Annual lease; per parcel \$10.00

License of occupation for County lands

Application \$250.00

Annual lease; per parcel \$10.00

Temporary grazing permit application and site inspection fee

\$250.00 + GST

Temporary access agreement for County lands

\$150.00 + GST

Utility right of way/easement agreements

Initial agreement \$250.00 + GST

Amendment \$100.00 + GST

Removal of reserve designation; per parcel or titled unit*

\$2,750.00

Sale of former reserve land; per parcel or titled unit*

\$2,750.00

Sale of fee simple land; per parcel or titled unit*

\$2,750.00

* 75% of fee is refunded if application is cancelled prior to file circulation; 65% of fee is refunded if cancelled during or after circulation and before advertising/notification.

PETS & ANIMALS

Hobby kennel licence \$125.00

Reclaim impounded animal \$250.00

Dog trap damage deposit \$250.00

Cat trap damage deposit \$100.00

2019 MASTER RATES

All fees are GST exempt unless otherwise noted.



PLANNING & DEVELOPMENT

Area Structure Plan/Conceptual Scheme/Master Site Development

Fee calculations exclude municipal and/or environmental reserves, and public utility lots. Maximum fee is \$100,000.

Area structure plan minor amendment; base fee up to 160 acres (64.75 hectares)	\$8,000.00
Area structure plan minor amendment; each additional full or partial quarter of land	\$1,500.00
Area structure plan review or major amendment	Actual costs
Conceptual scheme; base fee up to 160 acres (64.75 hectares)	\$9,500.00
Conceptual scheme; each additional acre over 160 acres (64.75 hectares)	\$26.00
Conceptual scheme amendment	\$3,500.00
Master site development plan	\$3,500.00
Master site development plan amendment	\$2,000.00

Direct Control Bylaw Redesignation*

Excludes gravel pits. Fee calculations exclude municipal and/or environmental reserves, and public utility lots. Maximum fee is \$100,000.

No subdivision provided; base fee up to 40 acres (16.19 hectares)	\$7,780.00
Each additional acre over 40 acres (16.19 hectares)	\$110.00
Subdivision provided (includes condominium/bareland condominium); first six lots	\$7,780.00
Lots seven to 50; per lot	\$280.00
Lots 51 to 100; per lot	\$180.00
Lots 101 and above; per lot	\$80.00
Site-specific amendment affecting a single parcel	\$2,075.00
Site-specific amendment affecting multiple parcels	\$3,075.00
AEUB hearing deposit (unused balance will be refunded; balance owing invoiced)	\$20,000.00

** 85% of fee is refunded if application is cancelled prior to circulation; 50% of fee is refunded if cancelled during or after circulation and before advertising. Third-party review fees are non-refundable.*

Land Redesignation*

Fee calculations exclude municipal and/or environmental reserves, and public utility lots. Maximum fee is \$100,000.

Outside an area structure or concept plan; first six lots	\$4,250.00
Lots seven to 49; per lot	\$455.00
Lots 50 to 99; per lot	\$330.00
Lots 100 and above; per lot	\$155.00
Inside an area structure or concept plan; first six lots	\$2,100.00
Lots seven to 49; per lot	\$455.00
Lots 50 to 99; per lot	\$330.00
Lots 100 and above; per lot	\$155.00

2019 MASTER RATES

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434	Land Redesignation* (continued)	
435	Bylaw text amendment application	\$1,050.00
436	Redesignation or subdivision application amendment	\$275.00
437	Gravel pits; per full or partial quarter section	\$5,675.00
438	<i>* 85% of fee is refunded if application is cancelled prior to circulation; 50% of fee is refunded if cancelled during or after circulation and before advertising. Third-party review fees are non-refundable.</i>	
439	Land Subdivision	
440	Subdivision by instrument or plan* (maximum fee \$100,000)	
441	First 10 lots; per lot	\$975.00
442	Lots 11 to 50; per lot	\$260.00
443	Lots 51 to 100; per lot	\$100.00
444	Lots 101 and above; per lot	\$50.00
445	Boundary adjustment; per lot or title	\$250.00
446	Condominium building; per unit	\$50.00
447	Phased approvals; per phase	\$525.00
448	Appraisal payable if Municipal Reserves are outstanding; per title	Actual costs
449	Resubmission of previously approved subdivision	Lesser of application fee or \$3,250.00
450	Subdivision Authority decision; credited to endorsement fee if no appeal is filed	\$1,000.00
451	Subdivision approval extension or re-activation (refundable if application is denied)	
452	First request	\$310.00
453	Second request	\$465.00
454	Third request	\$620.00
455	Fourth and each subsequent request	\$1,050.00
456	Subdivision endorsement fees	
457	First 10 lots; per lot	\$1,035.00
458	Lots 11 to 50; per lot	\$780.00
459	Lots 51 and above; per lot	\$500.00
460	Boundary adjustment; per lot or title	\$510.00
461	Request to re-evaluate a subdivision condition before endorsement	25% of current application fee
462	Subdivision development design legal review	Actual costs + 10%
463	<i>* 85% of fee is refunded if application is cancelled prior to file circulation; 50% of fee is refunded if cancelled during or after circulation and before staff report is complete. Third-party review fees are non-refundable.</i>	

2019 MASTER RATES

All fees are GST exempt unless otherwise noted.



ROCKY VIEW COUNTY

464	Print Documents	
465	County technical reports	\$150.00 + GST
466	Land Use Bylaw with maps	\$90.00 + GST
467	Direct Control Bylaws	\$90.00 + GST
468	Land Use Bylaw with maps and Direct Control Bylaws	\$150.00 + GST
469	Municipal Development Plan	\$70.00 + GST
470	Intermunicipal Plan	\$15.00 + GST
471	Area Structure Plan or Area Redevelopment Plan	\$20.00 + GST
472	Conceptual Scheme	\$10.00 + GST
473	Background studies and reports (e.g. land inventory, context study)	\$15.00 + GST
474	Land Title documents; per title/instrument	\$15.00
475	Administrative	
476	Historical planning research	See FOIP rates
477	Pre-application meeting; per hour	\$250.00
478	Adjustment fee for developing without a permit	150% of applicable fee
479	Request to postpone a public hearing	
480	Development of one to four lots	\$550.00
481	Lots five and above; per lot	\$65.00
482	Gravel pit	\$1,580.00
483	Indefinite postponement	Double the above rates
484	Development agreement inspection; first site visit	\$450.00
485	Development agreement inspection; each second and subsequent site visit	\$900.00
486	General inspection fee other than for a development agreement	\$200.00
487	Cash a development security	\$250.00
488	Complete or secure a development site	5% of security fee
489	Developer requested security reduction	\$5,000.00
490	Plan cancellation	\$2,500.00
491	Discharge of caveats	\$25.00 + \$200.00 each
492	Letter to confirm land use designation of a parcel	\$85.00
493	Document retrieval, non-FOIP; per property file/hour (minimum fee \$25)	\$25.00 + GST
494	Third-party review	Actual costs + 10%
495	Fiscal impact assessment	Actual costs
496	Volunteer labour; general	Provincial minimum wage

2019 MASTER RATES

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497	Administrative (continued)	
498	Volunteer labour; specialized trade	Market rate
499	Voluntary recreation contribution, residential; per unit	\$800.00
500	Voluntary recreation contribution, non-residential; per acre	\$800.00
501	Change a development permit application; before file circulation	25% of original fee
502	Change a development permit application; before decision	50% of original fee
503	Renew a development permit (excluding gravel pits)	\$200.00
504	Extend a development permit (minimum fee \$185)	50% of original fee
505	Prepare a development agreement as a condition of a development permit	\$500.00
506	Land Use Bylaw review where a development permit is not required	\$315.00
507	Request to waive development permit reapplication interval period	\$500.00
508	Request to re-evaluate a development permit condition	25% of current application fee
509	Development permit compliance re-inspection (first inspection is free)	\$150.00
510	Development permit compliance re-inspection; second and subsequent	\$250.00
511	Compliance stamp; residential	\$150.00
512	Compliance stamp; commercial	\$250.00
513	General Development Permits*	
514	Accessory building	\$265.00
515	Stripping, filling, excavation, and/or grading to construct a berm, constructing an artificial water body/dugout, or stockpiling	
516	One acre or less	\$450.00
517	Over one acre and up to two acres	\$600.00
518	Over two acres	\$1,000.00
519	Stripping, grading, and excavation for subdivision; first two parcels	\$2,000.00
520	Stripping, grading, and excavation for subdivision; each additional parcel	\$100.00
521	Landfill; first two parcels	\$5,000.00
522	Landfill; each additional parcel	\$100.00
523	Signs	\$265.00
524	* 75% of fee is refunded if application is cancelled prior to circulation; 50% of fee is refunded if cancelled during or after circulation and before decision.	

2019 MASTER RATES

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525	Residential Development Permits*	
526	Dwelling	
527	Single detached	\$315.00
528	Accessory dwelling unit	\$515.00
529	Detached; two or more units	\$515.00 + \$160.00/unit
530	Attached; two or more units	\$540.00 + \$160.00/unit
531	Mobile home	\$265.00
532	Row housing	\$540.00 + \$160.00/unit
533	Dwelling unit, relaxation for height	\$500.00
534	Hobby kennel	\$285.00
535	Home-based business Type I	\$60.00
536	Home-based business Type II	\$585.00
537	Show home	\$515.00
538	* 75% of fee is refunded if application is cancelled prior to file circulation; 50% of fee is refunded if cancelled during or after circulation and before decision.	
539	Agricultural Development Permits*	
540	Keeping livestock; less than 20 animals	\$265.00
541	Keeping livestock; 20 to 500 animals	\$440.00
542	Outdoor horticulture production; base fee up to 10 hectares	\$465.00
543	Outdoor horticulture production; per hectare over 10 ha (maximum fee \$2,500)	\$5.00
544	Indoor horticulture production; base fee up to 600 m ²	\$530.00
545	Indoor horticulture production; per square metre over 600 m ² (maximum fee \$2,500)	\$0.25
546	Private indoor riding arena	\$585.00
547	Equestrian centre I	\$675.00
548	Equestrian centre II	\$725.00
549	Fish farm	\$540.00
550	* 75% of fee is refunded if application is cancelled prior to file circulation; 50% of fee is refunded if cancelled during or after circulation and before decision.	
551	Commercial, Institutional & Industrial Development Permits*	
552	New construction	
553	600 m ² or less of floor area	\$1,000.00
554	601 to 1,499 m ² of floor area	\$2,150.00

2019 MASTER RATES

All fees are GST exempt unless otherwise noted.



555	Commercial, Institutional & Industrial Development Permits* (continued)	
556	1,500 m ² or more of floor area; base fee	\$3,150.00
557	Each additional square metre over 1,500 m ²	\$1.00
558	Change of use in an existing building or portion thereof	\$530.00
559	First occupancy of a building or portion thereof, including each bay	\$530.00
560	Business tenancy change not requiring a development permit	\$60.00
561	Land use change; developed area (maximum fee \$5,500)	\$440.00 + \$25/ha + \$0.10/m ²
562	Golf course; per nine holes	\$2,575.00
563	Kennel	\$625.00
564	Gravel pit; first 10 acres (4.05 hectares), initial or renewal application	\$6,200.00
565	Gravel pit; each subsequent acre (0.4 hectare); initial or renewal application	\$205.00
566	* 75% of fee is refunded if application is cancelled prior to file circulation; 50% of fee is refunded if cancelled during or after circulation and before decision.	

568	ROADS	
569	Road Maintenance	
570	Dust control; per 200 metres (first 200 metres are no charge)	\$400.00 + GST
571	Plowing a private driveway for medical access; greater of per event or hour	\$50.00/event or \$120.00/hr + GST
572	Plowing a road under a development agreement; per lane km/month from Nov. to Apr.	\$500.00 + GST
573	Blading an agricultural field access road or non-standard road; per hour (2 free/year)	\$150.00 + GST
574	Cattle guards	
575	Install	\$5,000.00 + GST
576	Clean out	\$1,250.00 + GST
577	Repair	Industry rate
578	Remove	\$3,500.00 + GST
579	Cattle pass; install, maintain, and remove	Actual costs
580	Road Construction	
581	Application to build a temporary road approach; refunded when approach removed	\$1,000.00 + GST
582	Road approach inspection (first inspection is no charge)	
583	Second inspection; per approach	\$100.00 + GST
584	Third inspection; per approach	\$400.00 + GST
585	Each additional inspection; first approach	\$400.00 + GST
586	Each additional inspection; each additional approach	\$150.00 + GST

2019 MASTER RATES

All fees are GST exempt unless otherwise noted.



ROCKY VIEW COUNTY

587	Road Construction (continued)	
588	Access road development/road right of way application	\$500.00
589	Access road development/road right of way inspection; per 100 metres	\$200.00
590	Landowner compensation rates	
591	Crop damage; per acre	\$400.00
592	Borrowed pits; per acre	\$300.00
593	Back sloping area disturbed; per acre	\$300.00
594	Fence removed; per mile	\$800.00
595	Fence replaced; per mile	\$1,600.00
596	Road Allowances and Closures	
597	Road allowance used by non-County utilities; per km/year	\$300.00
598	Utility line assignment requiring Council approval	\$500.00
599	Close a road allowance	\$2,000.00
600	License a road allowance for agricultural use	\$500.00
601	Road allowance grazing licence; per acre/year	\$10.00 + GST
602	Road allowance cultivation licence; per acre/year	\$20.00 + GST
603	Transfer a road allowance licence	\$500.00
604	Re-open a previously closed road allowance	\$1,500.00
605	Close a road* (fee includes GST)	\$2,750.00
606	* 85% of fee is refunded if application is cancelled prior to file circulation; 60% of fee is refunded if cancelled during or after circulation and before advertising of public hearing.	
607	Traffic Control	
608	Supply and install a traffic sign	\$300.00 + labour + GST
609	Traffic count; per 24 hours	\$125.00 + GST
610	Traffic classification count; per 24 hours	\$250.00 + GST
611	Gravel Sales (Seasonal)	
612	Crushed gravel; per cubic metre	\$15.50 + GST
613	Unprocessed pit-run gravel; per cubic metre	\$8.00 + GST
614	Reject sand; per cubic metre	\$7.00 + GST
615	Rip rap; per tonne	\$60.00 + GST
616	Unprocessed pit-run gravel for contractors doing government projects	
617	Projects within the County; per tonne	\$4.00 + GST
618	Projects outside the County; per tonne	\$5.00 + GST

2019 MASTER RATES

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WASTE & RECYCLING

County-Managed Garbage and Recycling Centres

Tag-a-Bag; single tag	\$3.00
Tag-a-Bag; book of 25 tags	\$65.00
Household furniture; per item	\$20.00
Bulk waste; per half-ton load	\$45.00
Freon removal; per compressor	Actual costs
Untreated wood or lumber; per half-ton load	\$30.00

Langdon Curbside Collection

Black garbage cart – 120 litres; per month	\$10.43
Black garbage cart – 240 litres; per month	\$14.63
Blue recycling cart; per month	\$9.72
Green organics cart; per month	\$6.65
Black garbage cart change fee	\$50.00

WATER & SEWER

Administrative

Water or sewer account set up; per account	\$30.00
Water meter and installation; up to 5/8"	\$700.00
Water meter and installation; over 5/8"	\$2,500.00
Overstrength wastewater surcharge	
Per mg/L over 300 mg/L biological oxygen demand (BOD)	\$0.1460
Per mg/L over 300 mg/L total suspended solids (TSS)	\$0.1161
Per mg/L over 100 mg/L fats, oil, and grease (FOG)	\$0.1971
Late payment penalty, water or sewer account; per month	3%
Request to connect to outside municipality services	\$500.00

Bragg Creek Water Service

Residential water rate; per month	\$25.00 + \$2.270/m ³
Non-residential water rate; per month	\$25.00 + \$2.270/m ³
Additional service capacity from within the local improvement service area; per m ³ /day*	\$6,715.00
Water connection from outside the local improvement service area; per m ³ /day* (minimum 0.85m ³)	\$29,395.00

* Additional off-site infrastructure borrowing costs apply, calculated to the date of fee payment.

2019 MASTER RATES

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652	Bragg Creek Sewer Service	
653	Residential sewer rate; per month	\$25.00 + \$5.695/m ³ water use
654	Non-residential sewer rate; per month	\$25.00 + \$5.695/m ³ water use
655	Additional service capacity from within the local improvement service area; per m ³ /day*	\$11,163.00
656	Sewer connection from outside the local improvement service area; per m ³ /day* (minimum 0.85m ³)	\$25,600.00
657	* Additional off-site infrastructure borrowing costs apply, calculated to the date of fee payment.	
658	Elbow Valley/Pinebrook Sewer Service	
659	Sewer rate; per month	\$83.26
660	Sewer connection	\$670.00
661	East Rocky View Water Service	
662	Residential water rate; per month	\$15.00 + \$3.915/m ³
663	Non-residential water rate; per month	
664	0 to 49 cubic metres	\$20.00 + \$3.915/m ³
665	50 to 499 cubic metres	\$50.00 + \$3.915/m ³
666	500 cubic metres and over	\$150.00 + \$3.915/m ³
667	Water overage surcharge; per cubic metre over allocation	\$7.83
668	Conrich Service Area	
669	Residential water connection*	\$17,150.00
670	Non-residential water connection; per m ³ /day* (minimum 0.95m ³)	\$18,050.00
671	Additional service capacity; per m ³ /day*	\$18,050.00
672	East Balzac Service Area	
673	Residential water connection*	\$15,210.00
674	Non-residential water connection; per m ³ /day* (minimum 0.95m ³)	\$16,010.00
675	Additional service capacity; per m ³ /day*	\$16,010.00
676	* Additional off-site infrastructure borrowing costs apply, calculated to the date of fee payment.	
677	East Rocky View Sewer Service	
678	Residential metered sewer rate; per month	\$30.00 + \$2.019/m ³ water use
679	Residential unmetered sewer rate; per month	\$67.81
680	Multi-unit residential sewer rate; per month	\$30.00 + \$2.787/m ³ water use
681	Non-residential sewer rate; per month	\$45.00 + \$2.019/m ³ water use
682	Sewer overage surcharge; per cubic metre over allocation	\$3.94

2019 MASTER RATES

All fees are GST exempt unless otherwise noted.



683	East Rocky View Sewer Service (continued)	
684	Conrich Service Area	
685	Residential sewer connection*	\$18,145.00
686	Non-residential sewer connection; per m ³ /day* (minimum 0.95m ³)	\$21,225.00
687	Additional service capacity; per m ³ /day*	\$21,225.00
688	Dalroy Service Area	
689	Residential sewer connection*	\$30,640.00
690	Non-residential sewer connection; per m ³ /day* (minimum 0.95m ³)	\$35,840.00
691	Additional service capacity; per m ³ /day*	\$35,840.00
692	East Balzac Service Area	
693	Residential sewer connection*	\$18,145.00
694	Non-residential sewer connection; per m ³ /day* (minimum 0.95m ³)	\$21,225.00
695	Additional service capacity; per m ³ /day*	\$21,225.00
696	<i>* Additional off-site infrastructure borrowing costs apply, calculated to the date of fee payment.</i>	
697	Langdon Sewer Service	
698	Residential sewer rate; per month	\$54.25
699	Non-residential sewer rate; per month	\$54.25
700	Combined residential/commercial with restaurant sewer rate; per month	\$146.48
701	Combined residential/commercial without restaurant sewer rate; per month	\$73.24
702	Restaurant sewer rate; per month	\$81.38
703	Sewer overage surcharge; per cubic metre over allocation	\$3.94
704	Residential sewer connection*	\$12,300.00
705	Non-residential sewer connection; per m ³ /day* (minimum 0.95m ³)	\$14,385.00
706	Additional service capacity; per m ³ /day*	\$14,385.00
707	<i>* Additional off-site infrastructure borrowing costs apply, calculated to the date of fee payment.</i>	



UTILITY SERVICES

TO:	Council	DIVISION:	2
DATE:	February 25, 2020	APPLICATION:	N/A
FILE:	5050-450		
SUBJECT:	Calalta Waterworks Ltd. Water Services Bylaw and Franchise Agreement		

POLICY DIRECTION:

Pursuant to the *Municipal Government Act*, and as approved by the Alberta Utilities Commission, Council has the ability to grant a right, exclusive or otherwise, to a person to provide a utility service in all or part of the municipality for not more than 20 years.

EXECUTIVE SUMMARY:

The purpose of this report is to advance Council's consideration of the proposed Franchise Agreement between Rocky View County (RVC) and Calalta Waterworks Ltd. (Utility) for water utility services in the Springbank area of the County. Pursuant to the *Municipal Government Act*, and as approved by the Alberta Utilities Commission, Council has the ability to grant a right, exclusive or otherwise, to a person to provide a utility service in all or part of the municipality for not more than 20 years. Council may also, by bylaw, prohibit any other person from providing the same or a similar utility service in all or part of the municipality. Bylaw C-8015-2020 would prohibit any person other than the Utility from providing Water Services within the proposed Franchise Area. The proposed Franchise Area has been attached to the Bylaw as Schedule 'B'. First reading of the proposed Bylaw and execution of the proposed Franchise Agreement is required prior to submission of the Franchise Agreement to the Alberta Utilities Commission for approval.

ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

BACKGROUND:

Franchise Agreement

Pursuant to the *Municipal Government Act*, and as approved by the Alberta Utilities Commission, Council has the ability to:

- Grant a right, exclusive or otherwise, to a person to provide a utility service in all or part of the municipality, for not more than 20 years;
- Grant a right, exclusive or otherwise, to use the municipality's property, including property under the direction, control and management of the municipality, for the construction, operation and extension of a public utility in the municipality for not more than 20 years; and
- Charge a fee, rate or toll for the use of its property, including property under the direction, control and management of the municipality for the purpose of operating the Utility.

In understanding the abilities noted above, County Administration, together with legal counsel and the Utility have completed negotiations of an agreement that provides for the following:

Administration Resources

Stuart Jewison, Utility Services
Steve Seroya, Utility Services



- Grants the Utility the exclusive right to supply water services within the proposed Franchise Area, as contemplated under section 45 of the *Municipal Government Act*;
- Gives the Utility the right to utilize public properties for the purposes of operating and maintaining the facilities and providing the services;
- Governs the manner of which the Utility may access and utilize any public properties;
- Governs the transfer of new additions to the facilities of the Utility as contemplated under Development Agreements;
- Governs the manner in which the services are provided within the County, subject to the mandate and jurisdiction of the Alberta Utilities Commission and other regulatory bodies; and
- Governs the potential transfer of the facilities to the County upon the expiration of the Franchise Agreement as contemplated under the *Municipal Government Act*.

The Franchise Agreement is structured into several schedules that outline the relationship between Rocky View County and the Utility. Under this relationship, the Utility shall be solely and exclusively responsible for providing the County with water servicing solutions as well as performing the operation and maintenance for the systems under the Utility's control. Under the Agreement, the Utility is fully responsible for:

- Operation and maintenance of all parts of the facilities in accordance with the operating plans and specifications contemplated within the Agreement;
- All funding and/or financing required for the performance of the operation and maintenance;
- The provision of the services to applicable owners or occupiers of land within the proposed Franchise Area in accordance with all applicable laws;
- All billings and collections for or in respect of the provision of services; and
- Ensuring that all of the operators and sub-contractors supplying goods and/or services for all or any portion of the operation and maintenance of the facilities are all competent and qualified, and perform all operation and maintenance in accordance with the provisions of the Agreement.

The Agreement provides for 20 years and discusses the opportunity for the County to require a franchise fee from the Utility. The franchise fee currently recommended under the Agreement is \$0.00 but the amount is subject to establishment by County Council from time to time by bylaw.

Interim Water Licence

In 1986, and through the approval of the Commercial Court development in the SW 34-24-3-W5M, the County was issued an interim water licence by the Province to draw water from the Elbow River in the amount of 27 acre-feet annually (90 m³ per day) to service the SW 34-24-3-W5M. The County has since made application to Alberta Environment (2011) to have the interim licence issued as a permanent licence. While the interim water licence is held by the County, the operations of the physical water distribution system in the SW 34-24-3-W5M was initially under the responsibility of Elbow Valley Holdings Ltd., and an agreement has been in place with Calalta Waterworks Ltd. since then to provide treated water to the SW 34-24-3-W5M distribution system through the works of the Calalta system using the interim licence. In 2015, Calalta Waterworks Ltd. acquired the assets of Elbow Valley Holdings.

Given that the SW 34-24-3-W5M falls within the proposed Calalta Waterworks Ltd. Franchise Area, upon approval of the Franchise Agreement by the Alberta Utilities Commission, and the issuance of the permanent licence by Alberta Environment and Parks, the licence will be transferred in name to Calalta Waterworks Ltd. by way of a transfer agreement between the County and Calalta. The terms of the water licence transfer agreement will allow Calalta to only use the licence under the terms and conditions as stated in the permanent licence as issued by Alberta Environment and Parks, and will verify and confirm that should the Calalta Franchise Agreement expire without renewal, or should



Calalta default under the terms of the Franchise Agreement, the subject water licence will revert back into the name of the County.

Bylaw C8015-2020

The exclusive rights granted to the Utility under the Franchise Agreement obligates RVC to exercise all reasonable efforts following the execution of the Franchise Agreement to prohibit any other person from providing the same or similar utility service as contemplated within the Franchise Agreement. RVC will not be liable to the Utility for any infringement of any of the exclusive rights granted to the Utility pursuant to the Franchise Agreement but shall, however, subject to all applicable laws, exercise its best reasonable efforts to protect the Utility's rights granted. As noted above, the proposed Bylaw attached to this report achieves this by prohibiting any person other than the Utility or existing water service providers operating in the Franchise Area from providing Water Services within the proposed Franchise Area.

BUDGET IMPLICATIONS:

None

COMMUNICATIONS PLAN:

The proposed Bylaw, Franchise Agreement, and date of Council meeting, were advertised in both the February 11, 2020 and February 18, 2020 editions of the Rocky View Weekly newspaper and on the County website during that period. The Alberta Utilities Commission will also advertise the franchise agreement application once received from the County. Bylaw C-8015-2020 is not subject to petition under the *Municipal Government Act*, however, any concerns, objections, or support for the granting of the franchise agreement may be filed by through the approval process conducted by the Alberta Utilities Commission.

OPTIONS:

- | | | |
|-----------|---|--|
| Option #1 | Motion 1: | THAT the CAO or designate be authorized to execute the Water Utility Franchise Agreement between Rocky View County and Calalta Waterworks Ltd. |
| | Motion 2: | THAT Bylaw C-8015-2020 be given first reading. |
| | Motion 3: | THAT Administration be directed to bring Bylaw C-8015-2020 back for second and third reading upon approval of the Franchise Agreement by the Alberta Utilities Commission. |
| Option #2 | THAT alternative direction be provided. | |

Respectfully submitted,

Concurrence,

"Byron Riemann"

"Al Hoggan"

Executive Director
Operations

Chief Administrative Officer

SJ/SS/bg



ROCKY VIEW COUNTY

ATTACHMENTS:

ATTACHMENT 'A' – Bylaw C-8015-2020 - Calalta Water Services Bylaw

ATTACHMENT 'B' – Calalta Waterworks Ltd. Franchise Agreement



ROCKY VIEW COUNTY
Cultivating Communities

BYLAW C-8015-2020

A Bylaw of Rocky View County, in the Province of Alberta, to regulate water supply and distribution services within Rocky View County.

WHEREAS a Council may pass bylaws for municipal purposes, respecting services provided by or on behalf of the municipality;

AND WHEREAS a Council may pass bylaws for municipal purposes respecting public utilities;

AND WHEREAS it is deemed to be in the public interest to provide for water supply and distribution services in the County;

AND WHEREAS a Council may by bylaw prohibit any person from providing the same or similar type of utility service in all or part of the municipality;

AND WHEREAS Rocky View County desires to confer an exclusive franchise upon Calalta Waterworks Ltd. in accordance with the provisions of this Bylaw and the Franchise Agreement;

NOW THEREFORE pursuant to the authority conferred upon it by the laws of the Province of Alberta, Rocky View County Council duly assembled enacts as follows:

Title

1. This Bylaw shall be known as the "Calalta Water Services Bylaw".

Purpose

2. The purpose of this bylaw is to prohibit any person other than Calalta Waterworks from providing all or any portion of the Water Services within the Franchise Area.

Definitions

3. Unless the context otherwise requires, in this Bylaw:
 - (a) **"Building"** means any structure, as defined within section 541(b) of the *Municipal Government Act*, located upon any Private Property;
 - (b) **"Bylaw"** means this bylaw, together with any schedules or exhibits attached hereto;
 - (c) **"Calalta Waterworks"** means Calalta Waterworks Ltd.;
 - (d) **"Council"** means the duly elected Council of Rocky View County;
 - (e) **"County"** means Rocky View County;

- (f) **“CAO”** means the individual appointed by Council as the Chief Administrative Officer in accordance with the Act or his/her authorized designate.
- (g) **“Court”** means a Court of competent jurisdiction in the Province of Alberta;
- (h) **“Dangerous”** means circumstances of non-compliance with this Bylaw located upon or within Property, constituting an Emergency;
- (i) **“Demand”** means a demand issued in writing on behalf of the County;
- (j) **“Designated Officer”** means a person appointed to that office pursuant to the *Municipal Government Act* or an authorized delegate thereof;
- (k) **“Emergency”** means an emergency as defined within section 541(a) of the *Municipal Government Act*.
- (l) **“Enforcement Appeal Committee”** means the Council committee established in Rocky View County bylaw No. C-7717-2017, the *Appeal and Review Panel Bylaw*;
- (m) **“Enforcement Officer”** means a member of the Royal Canadian Mounted Police (R.C.M.P), a Peace Officer appointed by the Solicitor General of Alberta in accordance with the ***Peace Officers Act***, SA 2006, c P-3.5, and a Bylaw Enforcement Officer employed by the County in accordance with the ***Municipal Government Act***;
- (n) **“Excluded Services”** means, collectively or individually:
 - (i) any and all private third party-owned/operated water systems providing Water Services as of the date that this Bylaw comes into force (whether providing services under a franchise agreement or otherwise);
 - (ii) any and all:
 - (A) truck fill service providing Potable Water (which includes hauling and delivery), and
 - (B) privately owned and operated wells, intakes, and related works providing Potable Water to the Property of the owner and/or operator of the said wells, intakes, and related works;either existing as of the date that this Bylaw comes into force or subsequently permitted under any other County bylaw or any subdivision or development authority decision issued by the County;
 - (iii) any other exceptions to the exclusive right to provide Water Services as provided for within the Franchise Agreement (including, without restriction, the provision of such services by the County in event of default on the part of Calalta Waterworks under the Franchise Agreement, or pursuant to any other legal right to perform);

- (o) **“Franchise Agreement”** means that agreement executed by the County and Calalta Waterworks in accordance with the authorities provided by Council and the provisions of section 45 of the *Municipal Government Act*, as such agreement may be amended, restated or replaced from time to time;
- (p) **“Franchise Area”** means all that portion of the County forming part of the Franchise Area generally depicted within Schedule “B” attached to this Bylaw;
- (q) **“Injunction Order”** means an Order issued by the Court of Queen’s Bench of Alberta, requiring any Person to comply with any Remedial Order, or comply with the *Municipal Government Act*, any other enactment that the County is authorized to enforce, or this Bylaw;
- (r) **“Master Rates Bylaw”** means Rocky View County bylaw No. C-7630-2017, or its successor bylaw;
- (s) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, c. M-26;
- (t) **“Notice”** means written notice provided by the County;
- (u) **“Occupant”** means a Person in possession of any Property or Building;
- (v) **“Owner”** means the owner of any Property, as defined within the *Municipal Government Act*;
- (w) **“Person”** includes one or more individuals, partnerships, bodies corporate, unincorporated organizations, governments, government agencies, trustees, executors, administrators or other legal representatives, other than the County, its agents or duly authorized representatives;
- (x) **“Potable Water”** means treated water suitable for human consumption;
- (y) **“Private Property”** means land owned by a person, group, corporation or other entity, not a governmental body;
- (z) **“Property”** means any Private Property, Buildings, or any personal property located thereupon, within the Franchise Area;
- (aa) **“Provincial Offences Procedure Act”** means the *Provincial Offences Procedure Act*, RSA 2000, c P-34;
- (bb) **“Public Properties”** means all fee simple and leasehold estates, rights-of-way, undersurface rights, easements and other interests in land or licenses or rights in respect to land, now and hereafter held or acquired by the County (including municipal roads, reserve lands, and public utility lots);
- (cc) **“Reasonable Notice”** means such notice as may fairly and properly be expected in particular circumstances;

- (dd) **“Reasonable Time”** means such time as may fairly and properly be expected in particular circumstances;
- (ee) **“Unauthorized Service”** means, collectively or individually:
- (i) the provision of all or any portion of the Water Services by any Person other than Calalta Waterworks, its agents or duly authorized representatives; or
 - (ii) the purchase or receipt of all or any portion of the Water Services other than through or from Calalta Waterworks, its agents or duly authorized representatives;
- but for clarity shall be deemed to exclude the Excluded Services;
- (ff) **“Violation Ticket”** means a violation ticket issued pursuant to the *Provincial Offences Procedure Act*;
- (gg) **“Water and Wastewater Utility Bylaw”** means Rocky View County Bylaw No. C-7662-2017;
- (hh) **“Water Services”** means the provision or delivery of Potable Water to, or for use or consumption within or upon, Property located within the Franchise Area through a piped water distribution system, performed or provided subject to and in accordance with the provisions of the Franchise Agreement and the provisions of all applicable County bylaws including, without restriction, the County Water and Wastewater Utility Bylaw, but for clarity shall exclude the Excluded Services; and
- (ii) **“Written Warning”** means written documentation regarding infraction and what action will be taken if the infractions continue.

Application

4. Nothing in this Bylaw relieves a Person from complying with any provision of any federal or provincial law or regulation, other bylaw, or any requirement of any lawful permit, order or license.
5. Any heading or sub-headings in this Bylaw is included for guidance purposes and convenience only, and shall not form part of this Bylaw.
6. Specific reference to other bylaws, statutes and regulations are intended to refer to the current laws applicable within the Province of Alberta as at the time this Bylaw is enacted, and as may be amended from time to time, including successor legislation.
7. All of the schedules attached to this Bylaw shall form a part of this Bylaw.
8. This Bylaw is gender-neutral and, accordingly, any reference to one gender includes another.

General Prohibitions & Required Connections

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Bylaw C-8015-2020 Calalta Water Services Bylaw

Page 4

9. Other than those exclusions listed as Excluded Services, no person shall:
- (a) provide all or any portion of the Water Services within the Franchise Area other than Calalta Waterworks, its agents or duly authorized representatives;
 - (b) purchase or receive all or any portion of the Water Services within the Franchise Area, other than through or from Calalta Waterworks, its agents or duly authorized representatives;
 - (c) connect to the system or works of a utility service providing Water Services within the Franchise Area, other than the system or works of Calalta Waterworks; or
 - (d) disconnect from the system or works of Calalta Waterworks.
10. Notwithstanding the foregoing, the CAO may require the Owner of Property within the Franchise Area and located adjacent to the system or works of Calalta Waterworks to connect the Buildings located upon the Property to the system or works of Calalta Waterworks including, but not limited to, requiring the Owner to:
- (a) provide or pay for a service connection to the Building to the water main forming part of the system or works of Calalta Waterworks at the Owner's sole cost and expense;
 - (b) pay all applicable and connection fees or charges;
 - (c) install a meter;
 - (d) disconnect the Building from any private water system or service;
 - (e) remove and/or remediate the any private water system or service;
 - (f) set up a utility account with Calalta Waterworks for the Property and the Building(s); and
 - (g) obtain Water Services from Calalta Waterworks;

provided always that the County, Council and the CAO shall be under no obligation whatsoever to exercise or impose all or any of the foregoing discretions or requirements.

General

11. For the purpose of Sections 542 of the *Municipal Government Act*, the CAO and Enforcement Officers are Designated Officers for the purposes of carrying out inspections, remedial actions and enforcement.
12. The CAO may enforce the provisions of this Bylaw by taking any or all of the following enforcement actions:
- (a) Issuing a Written Warning,

- (b) Issuing a Remedial Order,
 - (c) Obtaining an Injunction Order, and
 - (d) Any other lawful and authorized action to enforce compliance.
13. An Enforcement Officer may enforce the provisions of this Bylaw by taking any or all of the following enforcement actions:
- (a) Issuing a Written Warning,
 - (b) Issuing a Violation Ticket,
 - (c) Obtaining an Injunction Order, and
 - (d) Any other lawful and authorized action to enforce compliance.
14. Nothing within this Bylaw shall limit or prevent the County from issuing a Remedial Order in lieu of or in addition to issuing a Violation Ticket or taking any other enforcement action.

Right of Entry: Inspections, Remedial and Enforcement Action

15. After providing Reasonable Notice to the Owner or Occupant of Property or a Building in accordance with Section 542 of the *Municipal Government Act*, the CAO or Enforcement Officer may enter into or onto any Property or Building at a Reasonable Time for the purpose of determining if the requirements of this Bylaw is being complied with or for the purpose of carrying out remedial or enforcement action authorized by this Bylaw, the *Municipal Government Act* or an Injunction Order.
16. Notwithstanding Section 15, in an Emergency or extraordinary circumstance, the CAO or Enforcement Officer does not need to provide Reasonable Notice to the Owner or Occupant and the CAO or Enforcement Officer may enter upon or into Property or a Building without the consent of the Owner or Occupant at any time.
17. No Person shall prevent or obstruct the Manager or Enforcement Officer from carrying out any official duty pursuant to this Bylaw.
18. If a Person prevents, obstructs or interferes with the CAO or Enforcement Officer carrying out any official duty under this Bylaw or if a person refuses to produce anything to assist the CAO or Enforcement Officer in the inspection, remedial action or enforcement action, then the County may apply to the Court of Queen's Bench for an order pursuant to section 543 of the *Municipal Government Act*.

Written Warning

19. Where the CAO or Enforcement Officer determines that Property or the use of Property is in contravention of this Bylaw, he/she may issue a Written Warning to the Owner and/or Occupant of the Property. The Written Warning shall:
- (a) Describe the subject Property by municipal address or location and/or legal description,

- (b) State the nature of the contravention,
- (c) State what remedial measures or action must be taken in order to remedy the contravention,
- (d) State a time within which the Owner and/or Occupant must complete the remedial measures or action which, unless the matter poses a safety risk to life or property, must not be less than seven days from the date of delivery of the Written Warning,
- (e) Advise that if the Written Warning is not adhered to, the County may undertake further enforcement measures pursuant to this Bylaw and the *Municipal Government Act*.

Remedial Order

20. Where the CAO determines that a Property or use of Property is in contravention of this Bylaw, he/she may issue a Remedial Order under Section 545 of the *Municipal Government Act* to any or all of the Owner and/or Occupant of the Property. The Remedial Order shall:

- (a) Describe the subject Property by municipal address or location and/or legal description,
- (b) State the nature of the Bylaw contravention,
- (c) Direct the Owner, Occupant and/or person responsible for the Bylaw contravention to take any or all of the following actions:
 - (i) Stop doing something, or change the way in which the Person is doing it,
 - (ii) Take any action or measures necessary to remedy the Bylaw contravention, including the removal or demolition of a structure that has been erected or placed in contravention of this Bylaw and, if necessary, to prevent a re-occurrence of the contravention,
 - (iii) State a time in which the Person must comply with the directions in the Remedial Order,
- (d) State that if the Person does not comply with the directions within the time specified within the Remedial Order, the County will take the action or measure at the expense of the Person and may undertake further enforcement measures pursuant to this Bylaw and the *Municipal Government Act* including but not limited to:
 - (i) entering onto or into the Property and performing the necessary remedial action pursuant the *Municipal Government Act*,
 - (ii) obtaining an Injunction Order,

- (iii) issuing a Violation Ticket, and/or
- (iv) registering the Remedial Order on the certificate of title to the subject Property pursuant to the *Municipal Government Act*,
- (e) In addition to the directions set out above, where the CAO or Enforcement Officer is of the opinion that a structure, excavation or hole is Dangerous, the Remedial Order may be issued under s 546 of the *Municipal Government Act*, and may require the Owner of the structure to:
 - (i) eliminate the danger to public safety in the manner specified in the Remedial Order, or
 - (ii) unless a matter poses a safety risk to life or property, the time period for bringing the Property into compliance must not be less than 14 days from the date of delivery of the Remedial Order,
 - (iii) advise that the Person(s) to whom the Remedial Order is issued may request a review of the Remedial Order by Council in accordance with Section 547 of the *Municipal Government Act*,
 - (iv) advise that the costs and expenses incurred by the County in enforcing the Remedial Order may be added to the tax roll of the subject Property whereby the amount will be deemed to be a property tax imposed under Division 2 of Part 10 of the *Municipal Government Act* from the date that it was added to the tax roll and will form a special lien against the Property in favour of the County from the date it was added to the tax roll, in accordance with Section 553 of the *Municipal Government Act*.

Remedial Order Review

21. Any Person who receives a Remedial Order may, by written notice, request that review the Remedial Order by filing a written notice with the CAO requesting the Enforcement Appeal Committee review within 14 days (7 days in the case of an Order made under Section 546) after the date that the Remedial Order is received by the Person. The written notice must:
 - (a) set out the basis for the request for Enforcement Appeal Committee review,
 - (b) state the name and address of the Person making the request for review,
 - (c) state the address of the subject Property,
 - (d) be dated and signed by the Person making the request for review, and
 - (e) include the Enforcement Appeal Committee review fee as may be established in the *Master Rates Bylaw*.
22. Within 30 days after receiving a complete written notice filed in compliance with Section 21, the Enforcement Appeal Committee shall review the Remedial Order. Upon completion of its review, the Enforcement Appeal Committee may confirm, vary, substitute or cancel the

Remedial Order. The Enforcement Appeal Committee shall issue written reasons for its decision to the Person who requested the review.

23. Subject to an appeal being filed with the Court of Queen's Bench in accordance with the *Municipal Government Act* from the Enforcement Appeal Committee's decision made in accordance with Section 22, the Enforcement Appeal Committee's decision is final and binding on all parties.

Offences

24. Any Person who
- (a) violates or contravenes or causes, allows or permits a contravention of any provision of this Bylaw is guilty of an offence and is liable upon summary conviction to a fine in an amount not to exceed the specified penalties listed within Schedule "A" attached to this Bylaw, imprisonment for not more than one year, or to both fines and imprisonment; or
 - (b) fails to comply with the directions set out in a Remedial Order within the time frame specified is guilty of an offence and is liable upon summary conviction to a fine in an amount not to exceed \$10,000.00, imprisonment for not more than one year, or to both fines and imprisonment.
25. It is the intention of Council that all offences created under this Bylaw be interpreted to be strict liability offences.
26. Where a contravention of this Bylaw is of a continuing nature, a contravention shall constitute a separate offence in respect of each day, or part of a day, on which that offence continues.

Service of Written Warnings, Notices, Demands, and Remedial Orders

27. In any case, where the CAO or Enforcement Officer, as the case may be, issues a Written Warning, Notice, Demand, or Remedial Order to any Person, the CAO or Enforcement Officer shall effect such service, either:
- (a) by causing a written copy of the Written Warning, Notice, Demand, or Remedial Order to be personally delivered to the Person named in the Written Warning, Notice, Demand, or Remedial Order,
 - (b) in the case of an individual, by causing a written copy of the Written Warning, Notice, Demand, or Remedial Order to be delivered and left with a person of at least 18 years of age at the Person's residence,
 - (c) in the case of a corporation, by sending a written copy of the Written Warning, Notice, Demand, or Remedial Order by registered mail to the registered office of the corporation, or by delivering it personally to the manager, secretary or other executive officer of the corporation or the person apparently in charge of a branch office of the corporation at an address held out by the corporation to be its address,

- (d) by causing a written copy of the Written Warning, Notice, Demand, or Remedial Order to be delivered to and left in a conspicuous place at or about the subject Property or Building; or
- (e) by causing a written copy of the Written Warning, Notice, Demand, or Remedial Order to be mailed or delivered to the last known address of the Person as disclosed in the land registry system established by the *Land Titles Act of Alberta* as shall appear to the CAO or Enforcement Officer most appropriate in the circumstances, and such service shall be adequate for the purposes of this Bylaw.

Violation Ticket

- 28. An Enforcement Officer is hereby authorized and empowered to issue a Violation Ticket to any Person where the Enforcement Officer has reasonable and probable grounds to believe that Person has contravened any provision of this Bylaw.
- 29. A Violation Ticket may be served on such Person who is an individual, either:
 - (a) by delivering it personally to such Person, or
 - (b) by leaving a copy for such Person at his/her residence with an individual at the residence who appears to be at least 18 years of age, and such service shall be adequate for the purposes of this Bylaw.
- 30. A Violation Ticket may be served on a Person which is a corporation, either:
 - (a) by sending it by registered mail to the registered office of the corporation, or
 - (b) by delivering it personally to the manager, secretary or other executive officer of the corporation or the person apparently in charge of a branch office of the corporation at an address held out by the corporation to be its address, and such service shall be adequate for the purposes of this Bylaw.
- 31. This Section does not prevent an Enforcement Officer from issuing a Violation Ticket requiring a Court appearance by the Defendant in accordance with the *Provincial Offences Procedures Act*.

Recovery of Enforcement Costs

- 32. The expenses incurred by the County in carrying out enforcement action pursuant to this Bylaw constitutes a debt owing to the County from the Person responsible for the Bylaw contravention and may be collected by civil action for debt in a court of competent jurisdiction, in accordance with the *Municipal Government Act*.
- 33. In the event of the County carrying out enforcement action pursuant to a Remedial Order, the CAO is responsible for sending a demand for payment of enforcement expenses incurred by the County to the Person to whom the Remedial Order was directed. Where the Person to whom the Remedial Order was directed is the Owner of the Property upon which the contravention occurred in whole or in part and the Owner fails to pay the enforcement expenses incurred by the County within the time frame set out in the demand

for payment, the CAO shall place the unpaid expense amount onto the tax roll of the subject Property and that amount:

- (a) is deemed to for all purposes to be a tax imposed under Division 2 of Part 10 of the *Municipal Government Act* from the date it was added to the tax roll, and
 - (b) forms a special lien against the Property in favour of the County from the date it was added to the tax roll for the Property, in accordance with the *Municipal Government Act*.
34. In the event that the County removes any Property as part of its enforcement action undertaken pursuant to this Bylaw and the *Municipal Government Act*, the CAO or Enforcement Officer shall issue a written notice to the Owner of the Property setting out a time period in which the Owner may recover the Property from the County, which time frame must not be less than 30 days from the date of receipt of the Written Notice by the Person, as well as any amounts owing by the Owner to the County related to the removal and/or storage of the Property or related enforcement activities.
35. In the event that the Owner of the Property fails to retrieve the Property and pay any associated expenses or costs incurred by the County in the removal or storage of the Property within the time frame specified in writing by the County in accordance with Section 34, the Manager may direct that the Property be disposed of as he/she deems appropriate and any revenue generated from the disposal of the Property shall be used to pay the County's costs and expenses incurred in the removal, storage or disposal of the Property or related enforcement activities undertaken by the County in accordance with this Bylaw and the *Municipal Government Act* and any excess amounts remaining shall be paid to the Owner of the Property.

Vicarious Liability

36. For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.

Corporations and Partnerships

37. When a Corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.
38. If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.

Enforcement

39. Payment of any penalty or fine imposed pursuant to this Bylaw does not relieve a Person from the necessity of paying any fees, charges or costs for which that Person is liable under the provisions of this Bylaw or any other bylaw or enactment.

Obstruction

40. No Person shall obstruct, hinder or impede any authorized representative of the County in the exercise of any of their powers or duties pursuant to this Bylaw.

Administering the Bylaw

41. The CAO is authorized to administer this Bylaw, as well as supervise, control and direct the Franchise Agreement.

Severability

42. Each provision of this Bylaw is independent of all other provisions. If any such provision is declared invalid by a court of competent jurisdiction, all other provisions of this Bylaw will remain valid and enforceable.
43. Evidence that a Person is an owner of Property or Private Property providing or receiving an Unauthorized Service is *prima facie* proof that the owner of the Property is responsible for the Unauthorized Service.
44. The County is not liable for damages or costs to remedy an Unauthorized Service.
45. The County is not liable for not taking an action on or in respect of an Unauthorized Service, and in no event that any such inaction be deemed or interpreted as an authorization of any Unauthorized Service.
46. This Bylaw shall come into full force and effect on the day that it is finally passed by Council by giving it third and final reading and it is signed in accordance with the *Municipal Government Act*.

READ A FIRST TIME IN COUNCIL this _____ day of _____, 2020

READ A SECOND TIME IN COUNCIL this _____ day of _____, 2020

UNANIMOUS PERMISSION FOR THIRD READING _____ day of _____, 2020

READ A THIRD TIME IN COUNCIL AND PASSED this _____ day of _____, 2020

Reeve

CAO or Designate

Date Bylaw Signed

SCHEDULE "A" – Specified Penalties

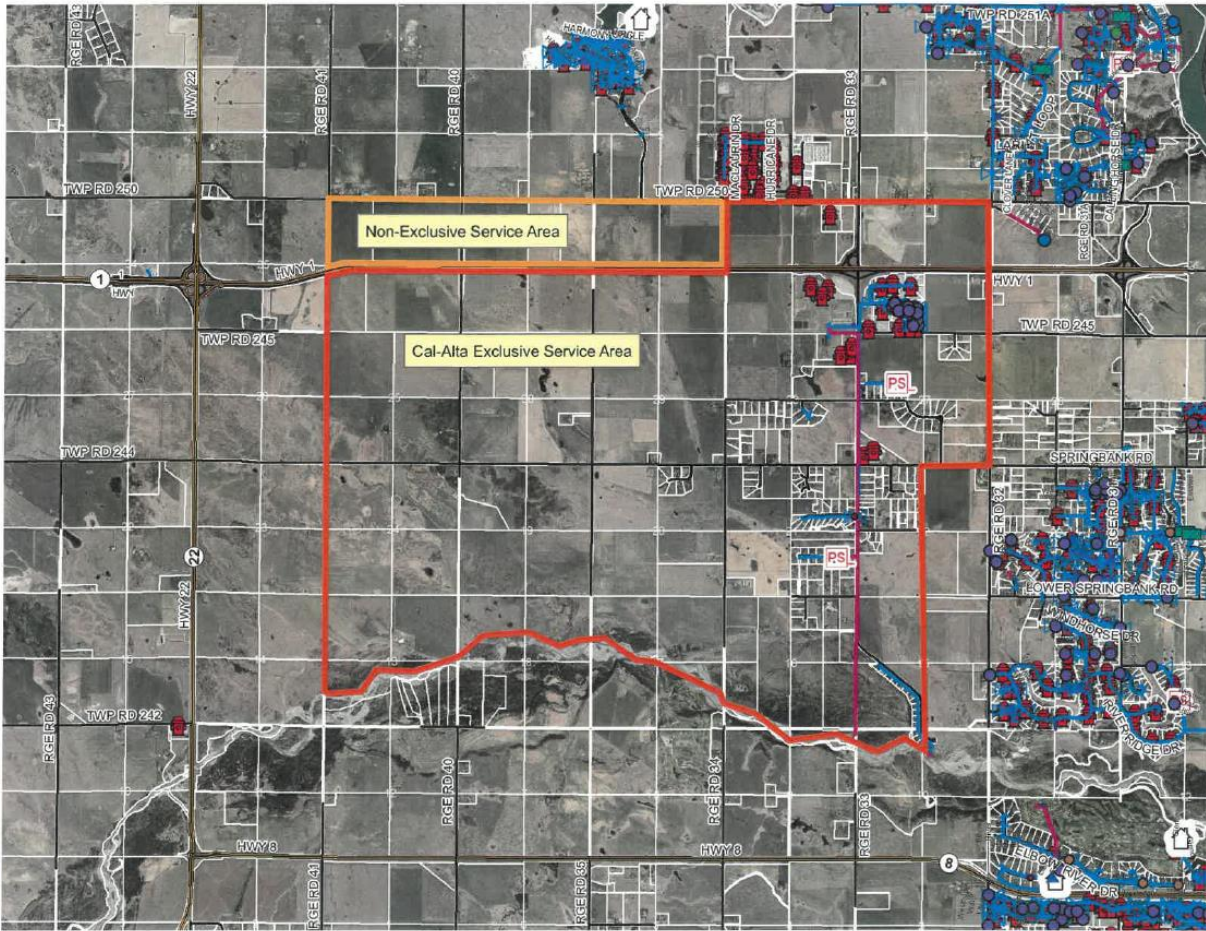
First Offence: A minimum of \$500.00.

Second Offence: A minimum of \$2,000.00.

Each Subsequent Offence: A minimum of \$5,000.00.

SCHEDULE "B" – FRANCHISE AREA

The Franchise Area shall consist of the exclusive service area as follows:





ROCKY VIEW COUNTY
Cultivating Communities

Calalta Waterworks Ltd.

WATER UTILITY FRANCHISE AGREEMENT

ROCKY VIEW COUNTY - CALALTA WATERWORKS LTD.

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{B3468068.DOCX;1}

ROCKY VIEW COUNTY

THIS AGREEMENT dated for reference the ____ day of _____, 2020.

BETWEEN:

ROCKY VIEW COUNTY
a municipal corporation created under the laws
of the Province of Alberta
(the "County")

AND:

CALALTA WATERWORKS LTD.
a corporation incorporated under the laws of the
Province of Alberta
(the "Utility")

WHEREAS:

- A. The Utility is a public utility and is operating, and has operated since 1981, a waterworks system located within the County;
- B. The County and the Utility wish to confirm the existing arrangement between the Parties and expand the boundaries of the area currently being served by the Utility;
- C. The Utility is currently the owner of the Facilities which are currently located within that portion of the County shown within Schedule B-1 (Franchise Area) attached to this Agreement;
- D. The County has entered into, and will in the future, enter into Development Agreements with one or more Developers respecting the subdivision and/or development of lands within the Franchise Area, as well as the design, construction, commissioning and testing of new additions to the Facilities;
- E. The Development Agreements also require that upon Acceptance of new additions to the Facilities by the County, the Facilities will be transferred to the Utility for ownership, operations, maintenance, and the potential eventual transfer to the County, in accordance with the terms, covenants and conditions contained within this Agreement;
- F. The County wishes to make provision for the supply of the Services within the Franchise Area and Non-Exclusive Extended Areas, as applicable, by the Utility, and the operation, maintenance, management and ownership of the Facilities;
- G. Pursuant to the MGA the County has the right, subject to the conditions noted within Section 3.6 of this Agreement, to:
 - 1. grant an exclusive right to supply a service of a public utility within the County;
 - 2. charge a fee, rate or toll in respect of any service provided by the County to the Utility;
and
 - 3. charge a fee for the use and occupation of land comprising Public Properties;
- H. The Utility wishes to maintain and install all works necessary for the provision of the Services

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including pipes, valves, chambers, manholes, pumps and hydrants and other accessories, structures and equipment in, under, above, on, through or across highways, roads, streets, lanes, public space or public water within the Franchise Area and owned by or under the direction, control and management of the County;

- I. The Utility requires the right to utilize the lands comprising Public Properties for the purposes of the Operation and Maintenance of the Facilities and the provision of the Services;
- J. The parties desire to document their respective rights and obligations hereunder with respect to the foregoing.

NOW THEREFORE in consideration of the promises exchanged in this Agreement, and in consideration of payment of \$1.00 by each Party to the other and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the County and the Utility), the County and the Utility covenant and agree with each other as follows:

1. INTERPRETATION

1.1 Defined Terms

The definitions set forth in Schedule A-1 (Definitions) to this Agreement shall govern the meaning of all defined terms used in this Agreement, unless there is something in the subject matter or context that is expressly inconsistent therewith.

1.2 Construction and Interpretation

In this Agreement, including the recitals, Schedules and appendices to this Agreement, except where expressly stated to the contrary or the context otherwise requires, the construction and interpretation of provisions shall be in accordance with Schedule A-2 (Interpretation and General Contractual Terms).

1.3 Schedules

All Schedules are included in and form part of this Agreement.

2. PURPOSE AND LEGAL RELATIONSHIP

2.1 Purpose of the Agreement

The purpose of this Agreement is, subject to the mandate and jurisdiction of the AUC, to:

- (a) provide to the Utility the exclusive right to supply the Services within the Franchise Area, as contemplated under Section 45 of the MGA;
- (b) to provide to the Utility the non-exclusive right to provide the Services within the Non-Exclusive Extended Areas, subject always to the terms of this Agreement;
- (c) to provide to the Utility future opportunities for the Utility to provide the Services to additional lands outside of the Franchise Area on a non-exclusive basis, subject always to the terms of this Agreement and County's written consent on a case by case basis to be given or withheld in accordance with Section 3.2(b) of this Agreement;

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- (d) provide to the Utility the right to utilize the lands comprising the Public Properties for the purposes of operating and maintaining the Facilities and providing the Services;
- (e) govern the manner by which the Utility, or any of its Operators or Sub-Contractors, access and utilize any lands comprising the Public Properties;
- (f) govern the transfer of new additions to the Facilities to the Utility as contemplated under the Development Agreements;
- (g) govern the manner in which the Services are provided within the County, subject to the mandate and jurisdiction of the AUC and AEP;
- (h) govern the potential transfer of the Facilities to the County upon the expiration of this Agreement as contemplated under Section 47 of the MGA.

2.2 Legal Relationship

No partnership, joint venture, employment, fiduciary or agency relationship is created between the Utility and the County by this Agreement or under this Agreement and for all intents and purposes the Utility shall be deemed to be an independent contractor and owner/operator and not the servant, employee, partner, or agent of the County. All personnel employed by the Utility to provide the Services are at all times the employees of the Utility and not of the County. The Utility is solely responsible for arranging all matters arising out of the relationship of employer and employee. The Utility shall ensure that all agreements between the Utility and all of its Operators contain a disclaimer substantially similar to that contained within the preceding sentence.

3. GRANT AND TERM**3.1 Grant of Franchise**

Subject to all Applicable Laws and the terms and conditions of this Agreement, the County hereby grants to the Utility the exclusive right to provide the Services within the Franchise Area throughout the Term, subject always to the limits, exclusions or exceptions contemplated within this Agreement and within the bylaw contemplated within Section 3.3 of this Agreement.

3.2 Non-Exclusive Extended Areas & Additional Services

Subject to the prior written consent of the County, which consent may be withheld and/or be subject to the planning, development and utility servicing discretions of the County, the Utility shall have the right (but shall not be obligated) to, at any time and from time to time throughout the Term:

- (a) provide the Additional Services to the lands comprising the Non-Exclusive Extended Areas on a non-exclusive basis;
- (b) whereupon the corresponding services approved by the County pursuant to such consent, and provided from time to time by the Utility, shall be deemed to form part of the Additional Services.

Upon providing Additional Services, the Utility shall comply with the requirements of this Agreement including, without restriction, Schedule B-5 (Non-Exclusive Extended Areas and Additional Services).

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3.3 Exclusivity and Bylaw

Pursuant to the exclusive right granted to the Utility pursuant to Section 3.1, the County will exercise all reasonable efforts following the execution of this Agreement in order to propose for the adoption by Council a bylaw acceptable to the County and the Utility pursuant to Section 46 of the MGA prohibiting any Person other than the Utility from providing within the Franchise Area a utility service the same as or similar to the Services. In this regard:

- (a) the exclusivity granted to the Utility shall at all times be subject to the limits, exclusions and exceptions contained within the applicable bylaw in the form passed;
- (b) the County will not be liable to the Utility for any infringement of any of the exclusive rights granted to the Utility pursuant to Section 3.1 of this Agreement and/or the exclusivity bylaw contemplated within this Section unless the County has granted a right to the infringing party to provide a utility service within the Franchise Area (or a part thereof) which is the same as or similar to the Services; and
- (c) the County shall, however, subject to all Applicable Laws exercise its best reasonable efforts to protect the rights granted pursuant to Section 3.1 of this Agreement including, without limitation, through the enforcement of the exclusivity bylaw adopted as contemplated within this Section during the Term, including any extension thereof.

3.4 Term

The Term of this Agreement will commence on the Effective Date and will continue until the Termination Date unless renewed or replaced as contemplated within Section 3.5, and subject always to the provisions of Section 47 of the MGA.

3.5 Renewal

Subject always to the provisions of Section 47 of the MGA the Parties may seek the approval of the AUC for the renewal or replacement of this Agreement for a term not to exceed twenty (20) years and on such terms and conditions as the County and the Utility may agree (such approval being subject always to Section 45 of the MGA). Not less than twenty-four (24) months prior to the expiration of the Term, the Parties shall meet to discuss their respective intentions and requirements with respect to renewal, replacement or expiration as contemplated within Section 47 of the MGA. The Parties shall thereafter meet as often and as many times as is reasonably required in order to determine each Party's intentions and/or willingness to renew, replace, or let this Agreement expire, which determination shall be made not less than twelve (12) months prior to the expiration of the Term. Any proposed renewal or replacement shall require that the Parties first prepare all documentation necessary to submit to the AUC as soon as reasonably possible following the determination of the Parties' respective intentions noted above, and subsequently obtain the approval of the AUC, all in accordance with Section 45 of the MGA.

3.6 Effective Date

Notwithstanding anything set forth herein, this Agreement (save and except this Section 3.6) shall not become effective or be of any force or effect until the day following the satisfaction or, if applicable, waiver, of the following conditions (such date being the "Effective Date"):

- (a) Council has given third reading to a bylaw approving this Agreement and providing for the exclusivity of Services as contemplated in Section 3.1 of this Agreement, which bylaw shall be in form and substance satisfactory to the Utility and the County;

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- (b) this Agreement has been approved by the AUC by way of a decision issued pursuant to Section 45 of the MGA and any conditions of such approval shall be satisfactory to the Utility and the County.

If the Effective Date has not occurred by the last day of the eighteenth (18th) month following the month as of which this Agreement is dated for reference or such later date as may be agreed to in writing by the Parties, subject always to the jurisdiction of the AUC including under Section 47 of the MGA, either the County or the Utility may terminate this Agreement by delivering a Notice to that effect to the other Party without liability to the terminating Party and without prejudice to any other rights or remedies of the Utility. The conditions set forth in paragraphs (a) and (b) above may not be waived by either party. The County and the Utility shall confirm the Effective Date by an agreement in writing made within a reasonable time following the occurrence of the Effective Date.

3.7 Approval and Amendment

By executing and delivering this Agreement:

- (a) each Party represents to the other Party that it has the legal right and power to execute and enforce this Agreement;
- (b) the Utility agrees that it will not oppose the intervention by the County in any regulatory proceeding affecting the enforcement of the County's rights under this Agreement;
- (c) the Parties agree that in the event that the AUC requires amendments to this Agreement before it will provide its approval, the Utility and the County shall act reasonably and negotiate in good faith to resolve any amendments to the terms of this Agreement necessary to facilitate approval;
- (d) the Parties accept and agree to comply with each and every provision contained herein; and
- (e) the Parties agree that this Agreement was granted pursuant to processes and procedures consistent with Applicable Laws, and agree that they will not raise any claim or defense to the contrary.

3.8 County Discretion

The rights granted in this Agreement are subject to the County's exercise of its statutory authority under all statutes that confer such authority on the County, and nothing in this Agreement shall be read to limit the exercise of such authority. The County, among other things, does not waive the requirements of Applicable Laws including, but not limited to, bylaws, codes, ordinances, and resolutions relating to zoning, building permits and fees, rules regarding the time, place and manner of construction, or the use of the lands comprising the Public Properties.

3.9 Utility Discretion

Save and except for as specifically required or contemplated under this Agreement, the rights granted in this Agreement are subject to the Utility's exercise of its powers under all statutes that confer power on the Utility, and nothing in this Agreement shall be read to limit the exercise of those powers. The Utility, among other things, does not waive the requirements of Applicable Laws including, but not limited to, the provisions of the *Water Act* and the *Public Utilities Act* and all bylaws, codes, ordinances, and resolutions relating to zoning, building permits and fees, rules regarding the time, place and manner

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of construction, or the use of Facilities or the Public Properties.

3.10 Right to Purchase the Facilities

The County shall have the right to purchase the Facilities upon:

- (a) the expiration of the Term of this Agreement, provided that no renewal or replacement has been agreed to; or
- (b) the termination of this Agreement prior to the expiry of the Term pursuant to an express provision of this Agreement (save and except any termination pursuant to Section 3.6), or by operation of law or order of a Relevant Authority or Court of law having jurisdiction;

subject to and in accordance with the provisions of Section 47 of the MGA where applicable, which purchase shall be conducted in accordance with the applicable provisions of Schedule E-1 (Financial Operations) and Schedule E-2 (Transfer and Transition Procedures). In the event of any dispute respecting the terms and conditions of such a sale which cannot be resolved under the terms of this Agreement, the matter shall be referred to the AUC for determination. In the event that Section 47 of the MGA is no longer applicable and has not otherwise been replaced or superseded, the County's right to purchase the Facilities and the terms and price of such purchase shall be determined and conducted in accordance with the applicable provisions of Schedule E-1 (Financial Operations) and Schedule E-2 (Transfer and Transition Procedures).

3.11 Determination of Sale Price

The determination of the sale price for the purchase of the Facilities upon the termination of this Agreement in accordance with Section 47 of the MGA shall be subject to the terms contained within Schedule E-2 (Transfer and Transition Procedures).

3.12 Right of First Offer

- (a) The Utility shall not, except with the prior written consent of the County, sell, transfer or otherwise dispose of the Facilities, or any portion thereof, during the Term of this Agreement without first complying with the provisions of this Section 3.12(b).
- (b) If, during the Term of this Agreement, the Utility determines that it wishes to sell, or receives an un-solicited offer to purchase, all or any portion of the Facilities, the Utility shall:
 - (i) by Notice in writing to the County:
 - (A) notify the County of the intention or unsolicited offer, as the case may be;
 - (B) provide a description of the assets intending to be offered for sale or subject to the offer to purchase, as the case may be; and
 - (ii) prior to accepting any unsolicited offer to purchase, or prior to entering into any exclusive negotiations with any other party which prohibits or restricts the Utility from entertaining any other offers, the Utility shall allow a reasonable period of time, as determined by the Utility acting reasonably (but which shall in no event exceed one hundred and twenty (120) days) for the County to:

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- (A) consider, decide upon, prepare and/or present an offer to purchase;
 - (B) attempt to negotiate in good faith with the Utility;
- respecting the Facilities or portions thereof as noted within the above-noted Notice.
- (c) For clarity, Sections 3.9 and 3.10 of this Agreement shall not apply to any negotiations or discussions entered into between the County and the Utility pursuant to this Section.
 - (d) Nothing in this Section shall obligate the Utility to any specific time frames or any requirement to accept any offer that may be presented by the County or to consummate a sale with the County, nor does it prevent the Utility from entertaining offers or expressions of interest from any other parties respecting the Facilities.
 - (e) Nothing contained within this Section shall derogate in any manner the rights of the County as contemplated within Section 3.9 of this Agreement, or Section 47 of the MGA, nor shall it derogate from any requirement to obtain AUC approval for any alteration, sale, assignment or transfer of the Utility's interest in the Facilities and this Agreement.
 - (f) This Section 3.12 shall not apply to:
 - (i) sale, transfer or disposition of the Facilities to any Person which has been approved by the County in writing and completed concurrently with the assignment of this Agreement by the Utility to such Person made in accordance with this Agreement; or
 - (ii) the sale, transfer or disposition of any portion of the Facilities to any Person in the ordinary course of the operations of the Utility including, without restriction, the sale of any Equipment determined by the Utility to be functionally obsolete or whose function is otherwise effectively replaced by replacement Equipment or other portions of the Facilities; or
 - (iii) any sale, transfer or disposition of the Facilities or any part thereof to any Person where such sale, transfer or disposition is required pursuant to Applicable Laws.

4. THE SERVICING RESPONSIBILITY

4.1 Operation and Services

Subject to the further provisions of this Agreement, the Utility shall be solely and exclusively responsible for coordinating the commencement of the Services with the completion of Stages of and additions to the Facilities, and the provision of the Services within the Franchise Area, and in particular for performing the Operation and Maintenance, all on the terms and conditions set forth in this Agreement. Without restricting the generality of the foregoing, except as otherwise set forth in this Agreement, the Utility shall be fully responsible for:

- (a) Operation and Maintenance of all parts of the Facilities in accordance with the operating plans and specifications contemplated within this Agreement;
- (b) all funding and/or financing of the performance of the Operation and Maintenance;

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- (c) the provision of the Services, excluding the Additional Services, to all owners or occupiers of the Lands in accordance with all Regulatory Requirements;
- (d) the provision of the Additional Services, to all Consumers who have contracted with the Utility for the provision of Additional Services in accordance with such contractual terms and all Regulatory Requirements;
- (e) all billing and collections for or in respect of the provision of the Services; and
- (f) ensuring that all of the Operators and Sub-Contractors supplying goods and/or services for all or any portion of the Operation and Maintenance are competent and qualified, and perform all Operation and Maintenance in accordance with the provisions of this Agreement,
- (g) coordinating the commencement of Operation and Maintenance of new additions to the Facilities with the conclusion of the administration of construction, inspection and commissioning of such new additions by the County under the Development Agreements;

all in accordance with the provisions of Schedule C-2 (Operation, Maintenance and Services).

4.2 Stages

Pursuant to the provisions of the Development Agreements, the design, construction, commissioning and transfer to the Utility of new additions to the Facilities:

- (a) shall occur in accordance with the Stages of the construction of such Facilities complementary to the subdivision and development of the applicable Lands contained within the Franchise Area, and as provided for in the applicable Development Agreement;
- (b) the transfer and conveyance to the Utility of those facilities, works and rights (including any permissions, approvals and licenses providing for the right to divert and utilize allocations of water) existing as of the date of this Agreement required in connection with the initial Stage of the Facilities will be governed by and completed in accordance with the provisions of one or more Development Agreements to be entered into between the County and the Developer of the respective portion of the Lands prior to or in connection with the registration of the plan or plans of subdivision in respect to the Lands to be registered in connection with such initial Stage; and
- (c) either:
 - (i) the design, construction, commissioning and transfer of the Extended Area Facilities within the Non-Exclusive Extended Areas to the Utility or new additions to the Facilities within the Non-Exclusive Extended Areas; or
 - (ii) the transfer to the Utility of the water systems now or hereafter servicing the Non-Exclusive Extended Areas;

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as the case may be, may occur as a result of the extension of the Facilities, and/or the Utility agreeing to provide Additional Services to, existing development within the Franchise Area and lands forming part of the Non-Exclusive Extended Areas;

subject to the satisfaction of the conditions and consultation contemplated within Schedule E-1 (Financial Operations).

The Utility shall assume ownership and responsibility for, and commence Operation and Maintenance of, each of the new additions to the Facilities either in stages corresponding to the Stages upon the transfer to the Utility as contemplated above, or upon the assumption of the system and works (or a part thereof) servicing the Non-Exclusive Extended Areas as contemplated above, as the case may be.

4.3 Clarification

The Utility's responsibilities set forth in Sections 4.1 and 4.2 shall be subject to the following:

- (a) upon Acceptance of new additions to the Facilities for a Stage pursuant to the applicable Development Agreement (Notice of which shall be promptly given to the Utility by the County), the Utility shall accept transfer of such new additions to the Facilities corresponding to each Stage subject to the relevant terms and conditions contained within Schedule E-1 (Financial Operations) having been satisfied and fulfilled, and thereafter commence Operation and Maintenance in accordance with this Agreement;
- (b) upon transfer to and acceptance by the Utility of water systems now or hereafter servicing the Non-Exclusive Extended Areas, and/or the completion of alternate arrangements respecting any Non-Exclusive Extended Areas as contemplated by the relevant terms and conditions contained within the agreement between the Utility and the corresponding Consumer in each case, the Utility, subject to the relevant terms and conditions contained within Schedule E-1 shall commence Operation and Maintenance in accordance with this Agreement; and
- (c) notwithstanding the foregoing, the Utility shall:
 - (i) comply with and be responsible for the consequences of any Change in Law;
 - (ii) be responsible for any failure of the Facilities to meet the requirements of the Operating Permits or other Applicable Laws; and
 - (iii) be responsible for any failure of the Facilities to meet the performance requirements forming part of the operational specifications contained within Schedule C-2 (Operation, Maintenance and Services).

4.4 Alberta Utilities Commission

- (a) The Parties acknowledge and agree that the provision of the Services by the Utility shall be subject to the mandate and jurisdiction of the AUC. Where the mandate and jurisdiction of the AUC applies to the provision of the Services, the Utility hereby covenants and agrees to provide the County with:
 - (i) advance Notice of any applications to, hearings before, proceedings with, and submissions to the AUC in respect to such Services, which Notice shall be reasonably sufficient to permit the County to appropriately respond to, appear

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before, or make submissions to the AUC in respect of the subject matter of the application, hearing, proceeding or submission;

- (ii) notice of the submission or receipt of all correspondence to or from, as well as all filings with, the AUC in any manner respecting, relating to or concerning the applicable Facilities, the Services and the Franchise Area contemplated under this Agreement, together with copies thereof in the event that a full record is not available through the AUC's website records; and
 - (iii) copies of all complaints or concerns received by the AUC by any consumer of the Services which the Utility has also received, together with copies thereof in the event that a full record is not available through the AUC's website records.
- (b) The County agrees to, upon the written request of the Utility from time to time, use reasonable efforts to take all necessary steps, and to cooperate in all regulatory hearings in order to support or otherwise carry out the terms, covenants and conditions of this Agreement subject to:
- (i) any limitations or conditions imposed by any Applicable Law or regulatory authority having authority over the County; and
 - (ii) in the case of participation at regulatory hearings, the costs of such attendance (including all legal costs on a solicitor and his own client full indemnity basis) being the responsibility of the Utility;

provided always that in no event shall the foregoing limit or restrict the County or Council from disagreeing with positions taken by the Utility before the AUC or in submissions thereto, as to matters not otherwise specifically agreed upon within this Agreement.

4.5 Utility Responsibility

The Utility will, as between itself and the County, be responsible for the selection, pricing, performance, acts, defaults, omissions, breaches and negligence of the Utility's Representative, any Operator or any Sub-Contractor and all of the respective directors, officers, employees, contractors and agents of the Utility, the Utility's Representative, any Operator or any Sub-Contractor. Accordingly, except where the context otherwise requires, all references in this Agreement to any act, default, omission, breach or negligence of the Utility will be construed to include any such act, default, omission, breach or negligence committed by the Utility's Representative, an Operator or Sub-Contractor or any director, officer, employee or agent of the Utility, the Utility's Representative, an Operator or a Sub-Contractor.

4.6 County Responsibility

The County will, as between itself and the Utility, be responsible for the performance, acts, defaults, omissions, breaches and negligence of the County's Representative and all councilors, employees, contractors and agents of the County and the County's Representative. Accordingly, except where the context otherwise requires, all references in this Agreement to any act, default, omission, breach or negligence of the County will be construed to include any such act, default, omission, breach or negligence committed by the County's Representative or any councilor, employee, contractor, agent or invitee of the County or the County's Representative.

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4.7 Inspection / Review

Any inspection or review of documents or materials by the County whether pursuant to this Agreement (including the operating plans and specifications contained within Schedule C-2 (Operation, Maintenance and Services), and consultation and plan approvals contemplated within Schedule E-1 (Financial Operations) in respect of the completed Facilities) or the Development Agreements (including, without restriction, examination of plans by the County contemplated thereunder) shall not be considered as an approval or acceptance thereof by the County unless the County, in fact, approves or accepts same in writing, and in no event shall such approval or acceptance be deemed or interpreted as an amendment of any provisions of this Agreement or a waiver or release of any of the obligations of the Utility contained within this Agreement except as expressly provided for in this Agreement.

4.8 Ownership of Assets

The County acknowledges that the Facilities, together with all additions thereto once transferred to or otherwise acquired by the Utility, are or will be the sole property and responsibility of the Utility, subject to the transfer provisions of Schedule E-2 (Transfer and Transition Procedures).

4.9 Operating Permits

- (a) The Utility shall ensure that the Utility has obtained, and once obtained continues to maintain, any and all such permissions, approvals, agreements and licenses necessary to ensure that the Utility has access to, and is entitled to divert and utilize, any and all such allocations of ground water and/or surface water as necessary to perform and carry out the obligations of the Utility under this Agreement, including the Water Licences listed within Schedule C-3 (Operating Permits), or such allocations in substitution or replacement therefor as the County may approve from time to time, such County approval not to be unreasonably withheld, which provide for the right to divert and utilize such allocations of ground water and/or surface water necessary to provide the Services at all times as and when required under this Agreement.
- (b) As part of the Operation and Maintenance, the Utility shall be responsible for obtaining, as and when required, all Operating Permits including those listed in Schedule C-3 (Operating Permits), and any requisite extensions, renewals or modifications thereof or replacements therefor.
- (c) Notwithstanding anything in this Section to the contrary, the County shall have no responsibility under this Agreement for and shall be relieved from all liability in respect of, any delay or failure in obtaining any Operating Permit.
- (d) The Utility shall be solely responsible to acquire all required extensions or renewals of such Operating Permits and any modifications or replacements thereof relating to the Facilities.
- (e) Without in any manner whatsoever restricting any statutory power, duty, or other discretion reserved or otherwise assigned to the County or Council, the County shall provide the Utility with such reasonable cooperation in pursuit of all Operating Permits or any requisite extension, renewal or modification thereof or replacement therefor as the County is legally authorized and able to provide from time to time.

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- (f) The Utility shall promptly provide to the County copies of all Operating Permits relating to the Facilities, and amendments, extensions or renewals thereof, when issued to the Utility.
- (g) The Utility shall promptly notify the County of any orders received by the Utility in relation to an Operating Permit.

4.10 Key Contractors

The Utility has proposed **H2O Pro** as the sub-contracted Operator.

4.11 Changes

The Utility shall:

- (a) promptly notify the County of any change in the Person engaged by the Utility as the Operator;
- (b) promptly notify the County of any change in the Person(s) engaged as Sub-Contractors who may at any time control any portion of the operation of the Facilities; and
- (c) provide the County with up to date contact information for all Operators and Sub-Contractors including 24 hour emergency contacts for the Operators and any such Sub-Contractors.

5. THE OPERATION AND MAINTENANCE RESPONSIBILITY**5.1 Operation and Maintenance and Services**

In carrying out all Operation and Maintenance and the provision of the Services, the Utility shall:

- (a) **Access to Public Properties** – together with its Operators and Sub-Contractors, be entitled to access, use and enjoy the lands comprising the Public Properties for the purposes of the Operation and Maintenance of the Facilities and providing the Services, subject to and in accordance with the provisions of Schedule C-1 (Public Properties and Access);
- (b) **Insurance** – provide the County with written confirmation of the insurance coverage required under this Agreement and in accordance with the provisions of Schedule D-1 (Insurance Requirements);
- (c) **Security** – as security for the due and timely performance of the Utility's obligations under this Agreement, deliver and deposit with the County the Security required for the Operation and Maintenance of the Facilities and the provision of the Services, in the form and amount prescribed within Schedule D-2 (Security);
- (d) **Permits and Approvals** – obtain and maintain any and all Operating Permits required in relation to the Operation and Maintenance of the Facilities, and the provision of the Services, as required by Applicable Law;
- (e) **Licenses/Rights of Entry** – obtain and maintain any required license, right of way, or right of entry from any third party which is or are necessary to allow the Utility or its Operators and Sub-Contractors access to any lands (including any roads), when and if

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applicable and/or required by the respective third party owner or other authority and, in respect to access to the lands comprising the Public Properties, comply with the provisions of Schedule C-1 (Public Properties and Access);

- (f) **General Operation** – undertake the Operation and Maintenance of the Facilities and provide the Services in accordance with the provisions of Schedule C-2 (Operation, Maintenance and Services), as applicable;
- (g) **Franchise Fee** – in consideration of the rights granted to the Utility by the County pursuant to this Agreement, pay to the County during the Term of this Agreement, the Franchise Fee in accordance with the provisions contained within Schedule B-4 (Franchise Fee);
- (h) **Financial Operations** – comply with the provisions of Schedule E-1 (Financial Operations);
- (i) **Records & Reports** – maintain all records and reports, and comply with all PIPA requirements, in accordance with the provisions of Schedule F-3 (Records & Reports); and
- (j) **Transfer and Transition** – where applicable, transfer to the County all of the Facilities (together with such other rights, systems and works of the Utility utilized in the provision of the Services, as contemplated under Section 47 of the MGA) in accordance with the provisions of Section 3.9 and Schedule E-2 (Transfer and Transition Procedures).

The foregoing matters shall be more particularly described, depicted, and governed by the provisions of this Agreement identified above, and the provisions of the respective Schedule identified and applicable to the item and obligation noted above.

5.2 Intellectual Property

Schedule F-1 (Intellectual Property) sets out the rights and obligations of the Parties with respect to Intellectual Property.

6. REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Utility

The Utility represents and warrants to the County that, as of the date of this Agreement, each of the following statements is accurate:

- (a) the Utility is a corporation incorporated pursuant to the *Business Corporations Act* (Alberta) and is legally entitled to carry on business in Alberta;
- (b) the Utility and/or its Operators are skilled and knowledgeable in the design, construction, management, operation, maintenance, repair and replacement of facilities, works and services similar to the Facilities and the related financing thereof, and has the expertise and skill required in connection with the discharge of the Utility's obligations under this Agreement in accordance with the terms hereof;
- (c) the Utility has full power and capacity to enter into and carry out the transactions contemplated by and duly observe and perform all its obligations contained in this

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Agreement and all documents, instruments and agreements required to be executed and delivered by the Utility pursuant to this Agreement;

- (d) the execution and delivery of this Agreement and all documents, instruments and agreements required to be executed and delivered by the Utility pursuant to this Agreement, and the completion of the transactions contemplated by this Agreement, shall have been duly authorized by all necessary corporate action on the part of the Utility when such documents, instruments and agreements are executed and delivered by the Utility, and this Agreement has been duly executed and delivered by the Utility and constitutes a legal, valid and binding obligation of the Utility enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court;
- (e) subject to the County granting to the Utility the right to access the Public Properties identified in accordance with the provisions of Schedule C-1 (Public Properties and Access), the Utility has, directly or under contract, sufficient trained personnel, facilities, materials and equipment available to perform the Operation and Maintenance;
- (f) the execution and delivery of this Agreement by the Utility does not, and the performance by the Utility of the transactions contemplated hereby will not:
 - (i) result in a breach of any Applicable Laws or any provision of the constating documents of the Utility or any agreement to which it is a party; or
 - (ii) contravene any provision of, or be an event that is (or with the passage of time will result in) a contravention of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation of the Utility under any security interest, agreement, instrument, order, arbitration award, judgment, injunction or decree to which the Utility is a party or by which it is bound, or conflict with any statute, rule or regulation applicable to the Utility,

which breach or contravention could have a material adverse effect on the ability of the Utility to perform its obligations under this Agreement;

- (g) any report, plans, diagrams and technical information, whether oral or written, made, furnished or given by the Utility, its directors, shareholders, officers or anyone authorized to represent of the Utility in its dealings with the County in connection with this Agreement is materially correct and accurate;
- (h) the Utility holds all permits, licenses, consents, authorizations, and authorities issued by any level of government or any agency of government, that are required by Law to conduct its business, and all required third party consents to the execution by the Utility, and performance of its obligations under, this Agreement have been received, other than those Operating Permits noted in Schedule C-3 (Operating Permits) as Operating Permits to be obtained by the Utility after the Effective Date and the approval of the AUC to be obtained prior to the Effective Date as contemplated within Section 3.6 of this Agreement;

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- (i) to the extent that the Utility Has Knowledge, there are no current, pending or threatened actions, claims, demands, lawsuits, assessments, arbitrations, judgments, awards, decrees, orders, injunctions, prosecutions or other proceedings or financial condition, of, by, against or relating to the Utility which could have a material adverse effect on the ability of the Utility to perform its obligations under this Agreement and the Utility does not Have Knowledge of any basis for any such action, claim, demand, lawsuit, assessment, arbitration, judgment, award, decree, order, injunction, prosecution or other proceeding;
- (j) the Utility is neither a party to nor threatened with any environmental litigation and has no knowledge of any claims against it that would materially adversely affect its financial condition or its ability to fulfill its obligations under this Agreement;
- (k) the Utility has filed all tax, corporate information, and other returns required to be filed by Applicable Laws, has complied with all workers compensation legislation and other similar legislation to which it is subject, and has paid all taxes, fees, and assessments due by the Utility under Applicable Laws as of the date of this Agreement;
- (l) the Utility and, to the extent the Utility Has Knowledge, the Operators, have complied in all material respects with all Applicable Laws and have not been, and are not now, subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, have or are reasonably likely to have a material adverse effect on the ability of the Utility to perform its obligations under this Agreement;
- (m) there is no pending or threatened grievance, labour dispute, work stoppage or pending or existing claim, action, strike, nor any charge or complaint against the Utility or, to the extent the Utility Has Knowledge, any Operator, before any Court, tribunal, commission, board or other agency, whether federal, provincial or municipal, involving any charge of unfair labour practice or relating to labour or employment issues or practices generally or relating to the payment of wages or benefits, discrimination in employment or health standards or occupational safety, which, in the aggregate, have or are reasonably likely to have a material adverse effect on the ability of the Utility to perform its obligations under this Agreement;
- (n) the Utility is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada); and
- (o) the Utility has carried out all reasonable due diligence and has made all such reasonable investigations and assessments prior to entering into this Agreement to satisfy itself as to the nature and extent of the rights acquired by it and the risks assumed by it hereunder, and in doing so the Utility's investigations have been based on its own examination, knowledge, information and judgment and not upon any statement, representation, or information made or given by the County.

6.2 Representations and Warranties of the County

The County represents and warrants to the Utility that, as of the date of this Agreement, each of the following statements is accurate:

- (a) the County is a municipal corporation incorporated pursuant to the MGA (Alberta) and is legally entitled to carry on business in Alberta;

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- (b) the County has full power and capacity to enter into, carry out the transactions contemplated by and duly observe and perform all its obligations contained in this Agreement and all documents, instruments and agreements required to be executed and delivered by the County pursuant to this Agreement;
- (c) the execution and delivery of this Agreement and all documents, instruments and agreements required to be executed and delivered by the County pursuant to this Agreement, and the completion of the transactions contemplated by this Agreement, have been duly authorized by all necessary corporate action on the part of the County, and this Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a Court;
- (d) subject to the satisfaction of the conditions contemplated within Section 3.6 of this Agreement, all required third party consents to the execution by the County of, and performance of its obligations under, this Agreement have been received;
- (e) to the extent that the County Has Knowledge, there are no current, pending or threatened actions, claims, demands, lawsuits, assessments, arbitrations, judgments, awards, decrees, orders, injunctions, prosecutions or other proceedings, of, by, against or relating to the County or the County which could have a material adverse effect on the ability of the County to perform its obligations under this Agreement and the County does not Have Knowledge of any basis for any such action, claim, demand, lawsuit, assessment, arbitration, judgment, award, decree, order, injunction, prosecution or other proceeding;
- (f) the execution and delivery of this Agreement by the County does not, and the performance by the County of the transactions contemplated hereby will not:
 - (i) result in a breach of any Applicable Laws or any provision of the constating documents of the County or any agreement to which it is a party; or
 - (ii) contravene any provision of, or be an event that is (or with the passage of time will result in) a contravention of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation of the County under any security interest, agreement, instrument, order, arbitration award, judgment, injunction or decree to which the County is a party or by which it is bound, or conflict with any statute, rule or regulation applicable to the County; and
- (g) to the extent the County Has Knowledge, the County has complied in all material respects with all Applicable Laws and has not been, and is not now, subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, have or are reasonably likely to have a material adverse effect on the ability of the County to perform its obligations under this Agreement.

6.3 Reliance and Survival

Notwithstanding any investigations made by a Party or anything else contained in any of the documents provided by each Party to the other, each Party expressly acknowledges and agrees that it has

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entered into this Agreement in reliance upon the representations and warranties given herein by the other Party. All representations and warranties in this Article 6 shall be given as of the date of this Agreement only, although such representations and warranties, and the indemnity provided in Section 9.1(e) or 9.2(d), as the case may be, shall survive the execution and delivery of this Agreement, to the extent that any such representation or warranty was false or inaccurate as of the date of this Agreement.

6.4 Utility's Due Diligence

Notwithstanding any of the foregoing, in respect of the acceptance of transfer of all or any portions of the Facilities, the Utility acknowledges and agrees that it is acting and relying solely upon its own investigations and due diligence respecting the adequacy of and requirements for the Facilities, and costs and other requirements associated with the Operation and Maintenance of the Facilities, and the adequacy, quality and acceptability of any design or specification of or in respect of the Facilities. Furthermore, the County:

- (a) gives no warranty or undertaking of whatever nature in respect of the knowledge, understanding or due diligence of the Utility, or whether or not the Utility's knowledge, understanding or due diligence is adequate in the circumstances;
- (b) will not be liable to the Utility in respect of any failure or inadequacy of or in respect of any operating plans or specifications contained within Schedule C-2 (Operation, Maintenance and Services); and
- (c) will not be liable to the Utility for, and the Utility will not seek to recover from the County or any County Indemnified Parties, any damages, losses, costs, liabilities or expenses which may arise (whether in contract, tort or otherwise) from the adoption, use, reliance on or application of any design or specification of the Facilities, any approval by the County in respect thereof, and any Acceptance of all or any portion of the Facilities by the County.

7. REPRESENTATIVES**7.1 County's Representative**

The following will apply with respect to the appointment and authority of the County's Representative:

- (a) the County's Representative will be the Person appointed by the County by Notice to the Utility under this Agreement;
- (b) the County's Representative will have the limited authority to act on behalf of the County, as determined by the delegation of Council, and except as previously notified in writing before such act by the County to the Utility, the Utility's Representative will be entitled to treat any act of the County's Representative in connection with this Agreement as being expressly authorized by the County and the Utility and the Utility's Representative will not be required to determine whether any express authority has in fact been given;
- (c) notwithstanding anything set forth in this Section 7.1, the County's Representative shall be deemed not to have the authority to bind the County, to modify or amend this Agreement, or to waive any provision of this Agreement;

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- (d) the County's Representative will be entitled at any time upon five (5) Business Days' Notice to the Utility to authorize any other Person to exercise the functions and powers of the County delegated to him pursuant to this Section 7.1, either generally or specifically, and any act of any such Person will, for the purposes of this Agreement, constitute an act of the County's Representative and all references to "the County's Representative" in this Agreement (apart from this Section) will be taken as references to such Person so far as they concern matters within the scope of authority of the County's Representative; and
- (e) the County may, upon five (5) Business Days' Notice to the Utility, change the County's Representative, provided that in designating the individual the County shall take into account the need for the ability of the individual to liaison with the Utility and maintain continuity in respect of the activities of the Utility pursuant to this Agreement.

7.2 Utility's Representative

The following will apply with respect to the appointment and authority of the Utility's Representative:

- (a) the Utility's Representative will be the Person appointed by the Utility by Notice to the County under this Agreement;
- (b) the Utility's Representative will have the limited authority to act on behalf of the Utility for all purposes of this Agreement related to the operations of the Utility (but not otherwise) and, except as previously notified in writing before such act by the Utility to the County, the County's Representative will be entitled to treat any act of the Utility's Representative in connection with this Agreement as being expressly authorized by the Utility and the County and the County's Representative will not be required to determine whether any express authority has in fact been given;
- (c) notwithstanding anything set forth in this Section 7.2, the Utility's Representative shall be deemed not to have the authority to bind the Utility, to modify or amend this Agreement, or to waive any provision of this Agreement;
- (d) the Utility's Representative will be entitled at any time upon five (5) Business Days' Notice to the County to authorize any other Person to exercise the functions and powers of the Utility delegated to him pursuant to this Section 7.2, either generally or specifically, and any act of any such Person will, for the purposes of this Agreement, constitute an act of the Utility's Representative and all references to the Utility's Representative in this Agreement (apart from this Section) will be taken as references to such Person so far as they concern matters within the scope of authority of the Utility's Representative; and
- (e) the Utility may, upon five (5) Business Days' Notice to the County, change the Utility's Representative, provided that in designating the individual the Utility shall take into account the need for the ability of the individual to liaison with the County and maintain continuity in respect of the Facilities pursuant to this Agreement.

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8. INSURANCE, DAMAGE AND DESTRUCTION AND BONDING**8.1 Utility's Insurance**

The Utility will obtain and maintain, either directly or indirectly through an Operator, the insurance coverage specified to be the responsibility of the Utility and described in Schedule D-1 (Insurance Requirements), and in all cases subject to and in accordance with the provisions of Schedule D-1 (Insurance Requirements).

8.2 Agreement Not Affected by Damage or Destruction

Except as otherwise expressly provided in this Agreement, the partial destruction or damage or complete destruction by fire or other casualty of the Facilities will not terminate this Agreement, nor entitle the Utility to surrender possession of or to abandon the Facilities.

8.3 Utility's Obligations – Damage or Partial Destruction

If the Facilities are damaged or partially destroyed, the Utility will repair, replace or restore any part of the Facilities so damaged or destroyed as soon as reasonably practicable. To the extent that any Operation and Maintenance of the Facilities and/or delivery of the Services are impaired by such damage or partial destruction, the Utility shall implement the provisions and contingencies of the Utility's Emergency Response Plan.

8.4 Utility's Obligations – Complete or Substantial Destruction

If the Facilities are completely or substantially destroyed, the Utility will:

- (a) as soon as practicable (and in any event, within sixty (60) days of the occurrence of the complete or substantial destruction, and before undertaking any material remedial work) provide the County with a report (the "Restoration Report") as to the extent of the damage and the cost and proposed construction timetable to repair, replace or restore the Facilities and the Services;
- (b) implement the provisions and contingencies of the Utility's Emergency Response Plan;

and thereafter, utilize all reasonable commercial efforts to repair, replace or restore the Facilities and the Services in accordance with the Restoration Report and this Agreement.

8.5 Standards of Replacement, Repair or Reconstruction

Any replacement, repair, or reconstruction of the Facilities or any part thereof pursuant to the provisions of Sections 8.3 or 8.4 will be made or done in compliance with the operating plans and specifications contained within Schedule C-2 (Operation, Maintenance and Services), subject to any agreement made between the County and the Utility to revise the operating plans and specifications as they pertain to any replacement, repaired or reconstructed Facilities.

8.6 Right to Repair and Receive Insurance Proceeds

If the Utility fails to undertake or complete the repair, replacement or restoration of the Facilities in accordance with its obligation under Section 8.3 or 8.4, as the case may be, such that the Utility's conduct constitutes an Event of Default and all notice periods and cure periods in respect of such Event of Default have expired such that the County is entitled to pursue its remedies in respect of such Event of Default, the County shall be entitled, in addition to all remedies available to the County, to effect such

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restoration, reconstruction or replacement and all Insurance Proceeds shall be applied thereto and all other costs or expenses associated with the restoration, reconstruction or replacement shall be borne in the same manner as would have been the case had the Utility effected such restoration, reconstruction or replacement.

8.7 Replacement Insurance

If the Utility at any time during the Term fails to obtain and maintain all or any part of the insurance coverage that the Utility is required to obtain and maintain pursuant to this Agreement, then the County may (but shall not be obligated to) obtain and maintain such insurance coverage as was required to be maintained by the Utility (and to the extent reasonably possible, such coverage shall be obtained on the same terms and conditions, including amounts, deductibles and term of coverage, as was required to be maintained by the Utility) and the Utility shall pay to the County, within thirty (30) days of receiving an invoice, such amounts as the County has reasonably incurred in order to obtain and maintain such insurance.

9. INDEMNITY**9.1 Utility's Indemnities to the County**

Subject to the terms of this Agreement, the Utility will indemnify and keep the County and the County Indemnified Parties indemnified at all times from and against all Direct Losses that any of them may sustain in connection with:

- (a) any Claim arising out of, or in the course of, the Operation and Maintenance or the provision of the Services:
 - (i) for, or in respect of, the death or personal injury of any Person;
 - (ii) made by one or more third parties (including Claims for direct economic loss);
 - (iii) for any loss of or physical damage to property or assets of the County or any other Person; or
 - (iv) by one or more third parties arising by reason of any aspect of the Facilities infringing, or being alleged to infringe, the Intellectual Property rights of any Person;

in each case arising by reason of any:

 - (v) negligent act or omission of;
 - (vi) willful misconduct of; or
 - (vii) breach of any of the express provisions of this Agreement by;

the Utility or any Person for whom the Utility is responsible under Section 4.5;
- (b) the Hazardous Substances for which the Utility is responsible;
- (c) non-compliance by the Utility with any of its obligations under any Applicable Law;

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- (d) non-compliance by the Utility with any of its obligations to the County under this Agreement, except to the extent such non-compliance is excused in accordance with the provisions of Article 10 as a result of an event of Force Majeure; and
- (e) any breach of any representation or warranty of the Utility to the County under this Agreement;

except in each case to the extent caused (or contributed to) by the breach of any express provision of this Agreement by the County or any negligent act, omission or willful misconduct of the County or any Person for whom the County is responsible under Section 4.6.

9.2 County's Indemnities to the Utility

Subject to the terms of this Agreement, the County will indemnify and keep the Utility and the Utility Indemnified Parties indemnified at all times from and against all Direct Losses that any of them may sustain in connection with:

- (a) any Claim arising out of, or in the course of, the Operation and Maintenance or the provision of the Services:
 - (i) for, or in respect of, the death or personal injury of any Person;
 - (ii) made by one or more third parties (including Claims for direct economic loss);
 - (iii) for any loss of or physical damage to the Facilities or to the property or assets of the Utility or any other Person, including any Operator or Sub-Contractor;

in each case arising by reason of any:

- (iv) negligent act or omission of;
- (v) willful misconduct of; or
- (vi) breach of any of the express provisions of this Agreement by;

the County or any Person for whom the County is responsible under Section 4.6;

- (b) non-compliance by the County with any of its obligations under any Applicable Law;
- (c) non-compliance by the County with any of its obligations to the Utility under this Agreement, except to the extent such non-compliance is excused in accordance with the provisions of Article 10 as a result of an event of Force Majeure; and
- (d) any breach of any representation or warranty of the County to the Utility under this Agreement;

except in each case to the extent caused (or contributed to) by the breach of any express provision of this Agreement by the Utility or any negligent act, omission or willful misconduct of the Utility or any Person for whom the Utility is responsible under Section 4.5.

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9.3 Reliance

This Article 9 may be relied upon by the County Indemnified Parties and Utility Indemnified Parties and may be enforced directly by any of them against the Party providing an indemnity hereunder in their favour in the same manner and to the same extent as if pursuant to a direct contractual indemnity between them and the Party providing the indemnity.

9.4 Notice of Indemnified Claims

Any Party receiving a Claim for which it appears that such Party is or may become entitled to indemnification pursuant to this Article 9 shall, as soon as reasonably practicable, and in any event within ten (10) days of receipt of the Claim, give Notice to the other Party. Such Notice shall specify with reasonable particularity, to the extent known, the factual basis for the Claim and the amount of the Claim. Any failure by a Party to notify the other Party of a Claim hereunder shall not relieve such other Party of any liability it may have hereunder, except to the extent such Party demonstrates that it has been prejudiced by the failure to receive proper Notice.

9.5 Mitigation

For greater certainty, notwithstanding that any Party (including, for purposes of this Section, any County Indemnified Parties, and Utility Indemnified Parties) may have a claim for indemnity pursuant to this Agreement, such claim for indemnity shall not lessen any obligation such Party may have to take reasonable steps to mitigate the circumstances which give rise to the claim for indemnity.

9.6 Conduct of Third Party Claims

The provisions of Schedule D-3 (Conduct of Third Party Claims) will apply to the conduct of Claims made by a third Person against a Party having, or claiming to have, the benefit of an indemnity under this Agreement.

10. FORCE MAJEURE**10.1 Relief from Obligations**

Subject to the remainder of this Article 10, if the occurrence of an event of Force Majeure (including the occurrence of Abnormal Circumstances) prevents either Party from performing any of its material obligations under this Agreement (including in respect to the provision of the Services and the Operation and Maintenance) or prevents or delays the Utility in achieving Service Commencement, then the said Party shall be entitled to relief from the performance of such obligations hereunder or the applicable Service Commencement Deadline shall be extended to the extent required as a consequence of such event of Force Majeure as applicable, provided that no such relief may be claimed in respect of any obligation to make any payments or pay other amounts that may from time to time become owing hereunder. Without limitation to the foregoing, the Service Commencement Deadline or any date or period of time by or within which this Agreement stipulates that an obligation is to be performed or fulfilled shall, where a Party is entitled to an extension or relief from the performance of such obligation as aforesaid, be deemed to be extended on a day for day basis for each day during which such Party is entitled to such extension or relief or such longer period as may be appropriate in the circumstances.

10.2 Mitigation

If either Party is (or claims to be) affected by an event of Force Majeure:

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- (a) the Party will use commercially reasonable efforts to mitigate the consequences of such event upon the performance of any of its material obligations under this Agreement, and resume performance of its obligations affected by the event of Force Majeure as soon as practicable and use all commercially reasonable efforts to remedy its failure to perform;
- (b) if the Party claiming relief is the Utility, without restricting any of the foregoing to the extent that any Operation and Maintenance of the Facilities and/or delivery of the Services is impaired by such event of Force Majeure, the Utility shall implement the provisions and contingencies of the Utility's Emergency Response Plan; and
- (c) the Party will not be relieved from liability under this Agreement to the extent that it did not, or was not able to, perform its obligations under this Agreement due to its failure to comply with Section 10.2(a).

10.3 Information Supporting Relief Claimed

After the occurrence of an event of Force Majeure, the Party claiming relief shall:

- (a) as soon as practicable (making all reasonable efforts to do so within five (5) Business Days) after it Has Knowledge of the relevant event of Force Majeure, give to the other Party an initial Notice of the event of Force Majeure, which initial Notice will give sufficient details to identify the particular event claimed to be an event of Force Majeure, its consequences and the nature of the relief claimed;
- (b) deliver a subsequent Notice to the other Party as soon as practicable (making all reasonable efforts to do so within a further five (5) Business Days) which will contain such relevant information relating to the failure to perform (or delay in performing) as is available, including the effect of the event of Force Majeure on the ability of the said Party to perform, the action being taken in accordance with Section 10.2, the date of the occurrence of the event of Force Majeure and an estimate of the period of time required to overcome it or its effects; and
- (c) if, following the issue of any such Notice, the Party claiming relief receives or becomes aware of any further information relating to the event of Force Majeure (or any failure to perform), it will submit such further information to the other Party as soon as reasonably possible.

10.4 Notice of Resumption

The Party claiming relief will give Notice to the other Party as soon as the consequences of the event of Force Majeure have ceased and when performance of its affected obligations can be resumed.

10.5 Unresolved Event of Force Majeure

If an event of Force Majeure has prevented the performance of all or a material portion of the obligations of a Party or otherwise prevented a Party from being in compliance with this Agreement (other than in relation to any obligation to make payments or pay other amounts that may from time to time become owing hereunder) for a period of one hundred eighty (180) days or more, the Parties will endeavour to agree on modifications to this Agreement which may be equitable having regard to the nature of the event of Force Majeure, and taking into account any failure by the parties to give Notice or implement mitigation measures as required by this Article 10.

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11. UTILITY DEFAULT**11.1 Utility Event of Default**

For the purposes of this Agreement, "Utility Event of Default" means any of the following events or circumstances:

- (a) if the Utility fails to perform or observe any material term, condition, covenant or undertaking to the County contained in this Agreement (other than in furtherance of compliance with Applicable Laws, or pursuant to the exercise of and in accordance with a right of suspension or termination provided for by this Agreement, or in circumstances where the Utility is entitled to relief from the performance of its obligations in accordance with Article 10) and such failure materially and adversely affects the performance of the Operation and Maintenance or the delivery of the Services;
- (b) if any material representation or warranty made by the Utility to the County in this Agreement is incorrect in any material respect when made or deemed made, and such incorrect representation or warranty materially and adversely affects the performance of the Operation and Maintenance or the delivery of the Services;
- (c) if the Utility commits any material breach of the terms of any Operating Permit, and such breach materially and adversely affects the performance of the Operation and Maintenance or the delivery of the Services;
- (d) if the Utility abandons the Operation and Maintenance or ceases the delivery of the Services (other than in furtherance of compliance with Applicable Laws, or pursuant to the exercise of and in accordance with a right of suspension or termination provided for by this Agreement, or in circumstances where the Utility is entitled to relief from the performance of its obligations in accordance with Article 10);
- (e) if the Service Commencement Date in respect to the applicable portion of the Services is more than thirty (30) days after the applicable Service Commencement Deadline (other than in furtherance of compliance with Applicable Laws, or pursuant to the exercise of and in accordance with a right of suspension or termination provided for by this Agreement, or in circumstances where the Utility is entitled to relief from the performance of its obligations in accordance with Article 10);
- (f) if any of the following events occurs in respect of the Utility:
 - (i) any proceedings with respect to the Utility being commenced under the *Companies' Creditors Arrangement Act* (Canada) which are not stayed, dismissed or otherwise remedied within thirty (30) days;
 - (ii) a receiver, receiver manager or other encumbrance holder taking possession of or being appointed over, or any distress, execution or other process being levied or enforced upon, the whole or any material part of the assets of the Utility and such appointment, execution or process is not set aside, vacated, discharged or abandoned within thirty (30) days;
 - (iii) the Utility ceasing to carry on business;

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- (iv) the Utility making an assignment for the benefit of its creditors, being declared bankrupt or committing an act of bankruptcy, becoming insolvent, making a proposal or otherwise taking advantage of provisions for relief under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in any jurisdiction, or any other type of insolvency proceedings being commenced by or against the Utility under the *Bankruptcy and Insolvency Act* (Canada) or otherwise and, if commenced against the Utility, not stayed, dismissed or otherwise remedied within thirty (30) days of such commencement;
- (v) a petition being filed (and not being contested in good faith using all reasonable efforts), or a resolution being passed or an order being made for the winding-up, liquidation or dissolution of the Utility;
- (g) if the Utility provides the Services, or any portion thereof, or services which are the same as, related or similar to the Services, to any Person for the purposes of servicing lands located outside of the Franchise Area except where:
 - (i) the prior written approval of the County, where required pursuant to the provisions of this Agreement, has been obtained; or
 - (ii) the serviced lands are, or are deemed by the terms of this Agreement to be, part of the Non-Exclusive Extended Areas;
- (h) if the Utility fails to obtain or maintain any of the Water Licences as and when required within Section 4.9(a) of this Agreement; or
- (i) if the Utility sells, transfers or disposes of the Facilities or any material portion thereof to any Person without:
 - (i) the prior written authorization or consent of the AUC being obtained where such authorization or consent is required pursuant to Applicable Laws;
 - (ii) the prior written approval of the County where such approval is required pursuant to the provisions of this Agreement; or
 - (iii) first complying with the provisions of Section 3.12 of this Agreement, where applicable.

11.2 Notification

The Utility will, promptly on becoming aware of its occurrence, give Notice to the County of the occurrence and details of any Utility Event of Default.

11.3 Notice of Default or Termination

After the occurrence of a Utility Event of Default and while it is subsisting, the County may:

- (a) in the case of a Utility Event of Default referred to in Section 11.1(a), 11.1(b), 11.1(c), 11.1(d), 11.1(e), 11.1(g), 11.1(h) or 11.1(i), unless Section 11.3(b) applies to such Utility Event of Default, deliver a Notice of default on the Utility, specifying in reasonable detail the type and nature of the default, requiring the Utility to remedy the Utility Event of

ROCKY VIEW COUNTY

Default referred to in such Notice (if it is continuing) within ten (10) Business Days following the delivery of such Notice of default;

- (b) in the case of an Utility Event of Default referred to in Section 11.1(a), 11.1(b), 11.1(c), 11.1(d), 11.1(e), 11.1(g), 11.1(h) or 11.1(i) which, due to the type and/or nature of the default is not reasonably capable of being rectified within ten (10) Business Days following delivery of a Notice of default, deliver a Notice of default on the Utility, specifying in reasonable detail the type and nature of the default, requiring the Utility to prepare and present to the County within ten (10) Business Days following such Notice of default a plan for rectifying the default (including alternative deadlines for rectification and the reasons for such deadlines) for approval by the County; or
- (c) in the case of a Utility Event of Default referred to in Section 11.1(f), terminate this Agreement in its entirety (subject always to Section 15.4) by Notice to the Utility having immediate effect.

11.4 Right to Perform

If a Utility Event of Default in respect to which a Notice of default has been delivered pursuant to Section 11.3(a) is not remedied before the expiry of the applicable rectification period then, in addition to any and all other remedies that may be available to the County the County shall have the right to perform and otherwise correct and remedy any such obligations of the Utility in default. Any and all costs incurred by the County in carrying out the rectification of the Utility's obligations in default shall be due and payable by the Utility upon demand.

11.5 Reliance Upon Security

Notwithstanding any of the foregoing, if at any time a Utility Event of Default in respect to which a Notice of default has been delivered pursuant to Section 11.3(a) or (b) is not remedied before the expiry of the applicable rectification period, the County shall have the full right and authority to call upon and utilize the Security in the manner contemplated within Schedule D-2 (Security).

11.6 County Termination Right

If:

- (a) a Utility Event of Default that is the subject of a Notice of default served under Section 11.3(a) is not remedied before the expiry of the applicable rectification period; or
- (b) the Utility fails to present a rectification plan in respect of a Utility Event of Default that is the subject of a Notice of default served under Section 11.3(b); or
- (c) the Utility fails to perform a rectification plan presented by the Utility and approved by the County in respect of a Utility Event of Default that is the subject of a Notice of default served under Section 11.3(b) (other than pursuant to compliance with Applicable Laws, or the exercise of and in accordance with a right of suspension or termination provided for by this Agreement or in circumstances where the Utility is entitled to relief from the performance of its obligations in accordance with Article 10);

then the County may terminate this Agreement in its entirety (subject always to Section 15.4) by Notice to the Utility with immediate effect.

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11.7 Failure to Maintain Licenses or Achieve Service Commencement Deadline

In addition to any other rights of the County under this Agreement and subject to any relief to which the Utility may be entitled under this Agreement, if the Utility:

- (a) fails to obtain or maintain any of the Water Licences as and when required within Section 4.9(a) of this Agreement; or
- (b) does not achieve Service Commencement on or before the respective Service Commencement Deadline;

the Utility will indemnify and hold the County harmless from any and all Direct Losses suffered by the County resulting from or in connection with:

- (c) any and all claims by third parties for damages resulting from such failure; and
- (d) any and all legal costs on a solicitor and his own client full indemnity basis, incurred by the County in defending against, or otherwise dealing with, such claims.

11.8 County Costs

The Utility will reimburse the County for all reasonable Direct Losses incurred by the County in exercising any of its rights (including any actual legal expenses) under this Article 11.

11.9 Continued Effect – No Waiver

Notwithstanding any right of termination provided for in this Agreement arising from the breach of this Agreement by the Utility, and without prejudice to any other rights which the County may have in relation to it, the County may elect to continue to treat this Agreement as being in full force and effect and to enforce its rights under this Agreement. The failure of the County to exercise any right under this Agreement, including any right to terminate this Agreement and any right to claim damages, will not be deemed a waiver of such right for any continuing or subsequent breach.

12. COUNTY DEFAULTS**12.1 Event of Default**

For the purposes of this Agreement, “County Event of Default” means any of the following events or circumstances:

- (a) if the County fails to perform or observe any material term, condition, covenant or undertaking to the Utility contained in this Agreement (other than in furtherance of compliance with Applicable Laws, or pursuant to the exercise of and in accordance with a right of suspension or termination provided for by this Agreement, or in circumstances where the County is entitled to relief from the performance of its obligations in accordance with Article 10); or
- (b) if any material representations or warranty made by the County to the Utility in this Agreement is incorrect in any material respect when made or deemed made, and such incorrect representation or warranty materially and adversely affects the performance of the County's obligations contained in this Agreement;

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12.2 Notifications

The County will, promptly on becoming aware of its occurrence, give Notice to the Utility of the occurrence and details of any County Event of Default.

12.3 Notice of Default or Termination

After the occurrence of a County Event of Default and while it is subsisting, the Utility may:

- (a) deliver a Notice of default of the County, specifying in reasonable detail the type and nature of the default, requiring the County to remedy the Event of Default referred to in such Notice (if it is continuing) within ten (10) Business Days following the delivery of such Notice of default; or
- (b) in the case of a County Event or Default which, due to the type and/or nature of the default is not reasonably capable of being rectified within ten (10) Business Days following delivery of a Notice of default, deliver a Notice of default of the County, specifying in reasonable detail the type and nature of the default, requiring the County to prepare and present to the Utility within ten (10) Business Days following such Notice of default a plan for rectifying the default (including alternative deadlines for rectification and the reasons for such deadlines) for approval by the Utility.

12.4 Utility Termination Right

If:

- (a) a County Event of Default that is the subject of Notice of default served under Section 11.3(b) is not remedied before the expiry of the applicable rectification period; or
- (b) the County fails to present a rectification plan in respect of County Event of Default that is the subject of a Notice of default served under Section 11.3(b); or
- (c) the County fails to perform a rectification plan presented by the County and approved by the Utility in respect of a County Event of Default that is the subject of a Notice of default served under Section 11.3(b) (other than pursuant to compliance with Applicable Laws, or the exercise of and in accordance with a right of suspension or termination provided for by this Agreement or in circumstances where the Utility is entitled to relief from the performance of its obligations in accordance with Article 11.3(b);

12.5 then the Utility may, subject to section 47 of the Act, terminate this Agreement in its entirety (subject always to Section 15.4) by Notice to the County with immediate effect. Utility Costs

The County will reimburse the Utility for all reasonable Direct Losses incurred by the Utility in exercising any of its rights (including any actual legal expenses) under this Article 12.

12.6 Continued Effect – No Waiver

Notwithstanding any right of termination provided for in this Agreement arising from the breach of this Agreement by the County, and without prejudice to any other rights which the Utility may have in relation to its, the Utility may elect to continue to treat this Agreement as being in full force and effect and to enforce its rights under this Agreement. The failure of the Utility to exercise any right under this

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Agreement, including any right to terminate this Agreement and any right to claim damages, will not be deemed a waiver of such right for any continuing or subsequent breach.

13. EFFECT OF REMEDIES**13.1 Remedies Cumulative**

- (a) The rights and remedies of the Parties under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available pursuant to Applicable Law or in equity or otherwise.
- (b) A Party will not be prevented from enforcing a right or remedy on the basis that another right or remedy hereunder deals with the same or similar subject matter.
- (c) No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

14. CONFIDENTIALITY**14.1 Use and Disclosure of Confidential Information**

Each Party will hold in confidence any Confidential Information received from the other Party, provided that the provisions of this Section 14.1 will not restrict either Party from disclosing or granting access to such information to its professional advisers and consultants, to the extent necessary, to enable it to perform (or cause to be performed) or to enforce its rights or obligations under this Agreement, and provided further that the Utility may, subject to obtaining undertakings in respect to confidentiality similar to those set out in this Agreement, provide to an Operator, or cause to be provided to other third parties, documents and other information which are necessary or useful for the Utility's performance of its obligations under this Agreement.

14.2 Exceptions

Subject to any restrictions on the Confidential Information which are imposed by a third party that may own any Confidential Information, the obligation to maintain the confidentiality of the Confidential Information does not apply to Confidential Information:

- (a) which the Party disclosing the Confidential Information confirms in writing is not required to be treated as Confidential Information; or
- (b) which is or comes into the public domain otherwise than through any disclosure prohibited by this Agreement; or
- (c) to the extent any Person is required to disclose such Confidential Information by Applicable Laws; or
- (d) to the extent consistent with any County policy concerning the County's Confidential Information, the details of which have been provided to the Utility in writing prior to the disclosure; or
- (e) as the County may be entitled to receive from the Utility pursuant to this Agreement in the event of, or following, termination of this Agreement; or

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- (f) where the disclosing Party has consented to the disclosure of the Confidential Information.

14.3 Freedom of Information and Protection of Privacy Act

The Utility acknowledges the County is governed by the provisions of the *Freedom of Information and Protection Act (Alberta)*.

14.4 Announcements

Unless expressly provided in this Agreement or otherwise required by any Applicable Law (but only to that extent), neither Party will make or permit to be made any public announcement or disclosure whether for publication in the press, radio, television or any other medium of any Confidential Information or any matters relating thereto, without the prior written consent of the other Party.

15. DISPUTE RESOLUTION**15.1 Procedures**

Except as otherwise provided in this Agreement, any Dispute referred by the mutual agreement of the Parties to, or specifically required by the terms of this Agreement to be resolved in accordance with, the Dispute Resolution Procedure will be resolved in accordance with the Dispute Resolution Procedure.

15.2 Continued Performance

The Parties will continue to perform their obligations under this Agreement, notwithstanding the giving of any Dispute Notice, or the commencement or performance of the Dispute Resolution Procedure.

15.3 Interest on Disputed Amounts

If payment of any amount payable under this Agreement is delayed while the matter is in Dispute, upon resolution of the Dispute, Interest will be payable on any amount determined payable pursuant to the Dispute Resolution Procedure and will be calculated from the time such amount became payable under this Agreement until paid.

16. GENERAL**16.1 Assignment by the Utility**

The Utility may assign, transfer or otherwise dispose of any interest in this Agreement to any other Person, other than an Affiliate of the Utility as contemplated within this Section 15.1, provided that:

- (a) the prior written authorization or consent of the AUC to such assignment, transfer or disposition is obtained, where required by Applicable Laws;
- (b) the prior written consent of the County is obtained;
- (c) save and except in the case of an assignment, transfer or disposition to an Affiliate of the Utility, the Utility has first complied with the provisions of Section 3.12 of this Agreement, where applicable pursuant to the provisions of this Agreement;
- (d) notwithstanding the foregoing, the Utility shall be permitted to assign this Agreement for the purposes of and as security for the obtaining of financing or other financial

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arrangements required to fund or finance the design, purchase, construction, installation, commissioning and operation of the Facilities, subject to the following terms and conditions:

- (i) the assignee is a bona fide arm's length third party lender of, or a bona fide investor in, the Utility;
- (ii) the assignment is for the purposes of obtaining financing or funding as contemplated above; and
- (iii) prior to any such assignment the assignee, the Utility and the County shall enter into a tri party agreement respecting the assignment, which agreement shall include, without restriction, the following provisions:
 - (A) the County shall provide written notice to the assignee of the occurrence of any the Utility Default under Article 15 of this Agreement concurrently with providing any Default Notice to the Utility;
 - (B) the County shall not exercise its right to terminate this Agreement, so long as the covenants of the Utility contained in this Agreement are brought current and performed when due as contemplated within this Agreement;
 - (C) prior to termination of this Agreement pursuant to the provisions of Section 15.1 of this Agreement, the assignee shall be permitted an additional period of not less than Ten (10) Business Days to rectify any outstanding the Utility Default;
 - (D) the County will not enter into any agreement with the Utility to amend, modify, forfeit, terminate, surrender or cancel this Agreement, so as to have an adverse effect upon the continued operation of the Facilities and payments for services provided, without the prior written consent of the assignee, which consent shall not be unreasonably withheld;
- (e) the appointment of a receiver or receiver/manager, and the exercise by the assignee of any of its rights under the credit, loan or other funding arrangements with the Utility, shall not in and of themselves constitute a the Utility Default under this Agreement; and
- (f) upon relying upon the rights or benefits contained within the above subsections, the assignee, or any receiver on its behalf, shall be bound to perform the obligations of the Utility under this Agreement.
- (g) such assignee assumes all of the obligations of the Utility under this Agreement to the extent of such assignment pursuant to an agreement in writing among the Utility, the assignee, and the County; and
- (h) any release of the assignor shall be subject to the exercise of the County's consent.

16.2 Assignment by the County

- (a) The County shall not, without the prior written consent of the Utility, assign, transfer or otherwise dispose of any interest in this Agreement. Notwithstanding the foregoing, the

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County may assign the rights and benefits of any provisions respecting the purchase of the Facilities under this Agreement (including the rights and benefits under Sections 3.9 to 3.12 of this Agreement, inclusive) to any Affiliate of the County, provided that such assignee remains at all material times an Affiliate of the County.

- (b) Any assignee of the County shall assume all of the obligations of the County under the respective portions of this Agreement to be assigned, pursuant to an agreement in writing among the Utility, the assignee, and the County and despite such assignment, transfer or other disposition, any release of the County shall be subject to the exercise of the Utility's consent.
- (c) Notwithstanding the foregoing, assignment by operation of law, or by legal or statutory authority such as annexation, shall not constitute a default under or contravention of the foregoing provisions. The County shall, as part of any annexation proceeding, request that this Agreement, as it applies to the annexation area, is assumed by the party seeking the annexation of any portion of the Franchise Area (by agreement or by order), and upon completion of annexation the County shall have no further liability or responsibilities under this Agreement as it applies to the annexation area save and except for liabilities which arose prior to the effective date of such annexation.

16.3 Interest on Overdue Amounts

Subject to Section 15.3, if payment of any amount payable under this Agreement is not made when due, interest will be payable on such amount at the Default Interest Rate and will be calculated from the date due under this Agreement until paid.

16.4 Survival

Notwithstanding any other provision of this Agreement, the provisions of Sections 4.5, 4.6, Article 9 and any other provisions providing for the indemnification of a Party, Article 14, Schedule D-3 (Conduct of Third Party Claims), Schedule E-1 (Financial Operations), Schedule E-2 (Transfer and Transition Procedures), Schedule F-1 (Intellectual Property), Schedule F-2 (Dispute Resolution Procedure), and Schedule F-3 (Records & Reports), or any other provision which expressly survives the expiration or termination of this Agreement, and such other provisions the survival of which following the expiration or termination of this Agreement is necessary to give practical effect thereto or to any other provision hereof which survives as aforesaid, will survive the expiry or any earlier termination of this Agreement until all obligations owed by the Parties are fully performed or otherwise discharged.

[Balance of page intentionally left blank - Execution page to follow]

ROCKY VIEW COUNTY

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

ROCKY VIEW COUNTY

Per: _____

Name:

Title:

Per: _____

Name:

Title:

CALALTA WATERWORKS LTD.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

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SCHEDULE A-1**DEFINITIONS**

In this Agreement, including the Schedules, except as otherwise expressly provided or unless the context otherwise requires, the following words and expressions have the following meanings:

"Abnormal Circumstances" means circumstances of a significant and prolonged nature beyond the control of the Utility which impair the Operation and Maintenance of the Facilities and the provision of the Services resulting from and including but not limited to:

- (a) presence of abnormal or toxic substances exceeding Regulatory Requirements in the raw water;
- (b) hydraulic loadings exceeding the maximum hydraulic capacity of the Facilities;
- (c) environmental protection orders or other directives or requirements of environmental or public health authorities, save and except those arising from acts or omissions of the Utility, its employees, agents, or contractors; and
- (d) damage to the Facilities caused by the County or contractors (excluding the Utility, or any party described within Section 4.5 of this Agreement) or any other third party;

"Acceptance" means the acceptance of construction completion and issuance of construction completion certificates in respect to new additions to the Facilities by the County, including the design, construction and installation of new additions to the Facilities, and the conveyance and transfer of such additions to the Utility, all in accordance with the applicable Development Agreements and evidenced by issuance of "Construction Completion Certificate(s)" as defined and contemplated within such applicable Development Agreement;

"Additional Services" means those services the same as, related or similar to the Services, which Services are from time to time provided to portions of the Non-Exclusive Extended Areas:

- (a) pursuant to, and as further detailed within, an approval by the County as contemplated within Section 3.2(b) of this Agreement; and
- (b) as further defined within Schedule B-5 (Non-Exclusive Extended Areas and Additional Services) with respect to the respective Non-Exclusive Extended Areas existing as of the date of this Agreement described therein;

"AEP" means the Alberta Ministry of Environment and Parks and, where applicable, any predecessor or successor or Relevant Authority;

"Affiliate" in respect of a Person means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person where "control" means, with respect to the relationship between or among two or more Persons, the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by statute, contract, credit arrangement or otherwise,

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including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person;

“Agreement” means this franchise agreement, including the recitals and Schedules to this Agreement, as amended, supplemented or restated from time to time;

“Applicable Laws” means all laws, statutes, regulations, treaties, judgments and decrees and all official directives, bylaws, rules, consents, approvals, authorizations, guidelines, orders and policies of any Relevant Authority having the force of law from time to time, including, for greater certainty, those related to the issuance of Operating Permits;

“AUC” means the Alberta Utilities Commission, or any successor organization to the jurisdictions of the said commission as of the date of this Agreement;

“Beneficiary” has the meaning given in Schedule D-3 (Conduct of Third Party Claims);

“Book Value” means the capital cost of acquiring, constructing or improving the Facilities, or a particular portion thereof as applicable, excluding any No-Cost Capital contributed to such costs, in each case as determined in accordance with IFRS and forming a part of the Rate Base for the Utility in accordance with and for purposes of this Agreement, and for clarity and for the purposes of calculation shall exclude any value associated with:

- (a) all water allocations and corresponding water licenses;
- (b) all irrigation rights;
- (c) all rights of way, easements, or other land dedications by Developers; and
- (d) all right and privileges granted under this Agreement;

from time to time forming part of the Facilities;

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in Alberta;

“Capital Replacements” means replacements of components of the Facilities, together with capital repairs to the Facilities, as determined in accordance with IFRS and forming a part of the Rate Base for the Utility in accordance with and for purposes of this Agreement;

“Change in Law” means the coming into force of any new Applicable Law in Canada or amendments to or change in interpretation of any Applicable Law, after the date of this Agreement, having a material effect (positive or negative) on:

- (a) the Facilities;
- (b) the Utility, in its capacity as the Utility under this Agreement;
- (c) any Operator, in its capacity as an Operator;

“Claim” means any claim, demand, action, proceeding or liability;

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"Confidential Information" means all confidential information of a Party which is supplied, or to which access is granted, to or on behalf of the other Party (whether before or after the date of this Agreement), either in writing, orally or in any other form, directly or indirectly pursuant to discussions with the other Party, and includes all analyses, compilations, studies and other documents whether prepared by or on behalf of a Party which contain or otherwise reflect or are derived from such information;

"Consumer" means a customer of the Utility receiving the Services by or through all or any portion of the Facilities, and may include a Developer as applicable, and **"Consumers"** means two or more of them or all of them, as applicable and as the context may require and may include Developers as applicable;

"Council" means the municipal council of Rocky View County;

"County" means Rocky View County, a municipal corporation created under the laws of the Province of Alberta;

"County Indemnified Parties" means the County and any councilor, officer, employee, agent, servant, representative or advisor (including legal and financial advisors) of any of them, any contractor or subcontractor of the County, any Affiliate of the County, the County's Representative, any delegate of the County's Representative, any contractor of the County, and any director, officer, employee, agent, servant, representative or advisor (including legal and financial advisors) of the County or any of the foregoing;

"County's Representative" means the Person appointed by the County from time to time in accordance with Section 7.1;

"Default Interest Rate" means interest at 2% over the Prime Rate;

"Developer" means a Person who is a party to a Development Agreement, and **"Developers"** means two or more of them;

"Development Agreement" means an agreement in respect to the subdivision and/or development of any portion of the Lands or a part thereof which provides for the construction and installation of Facilities and the transfer thereof to the Utility by the owner or developer of the Lands, including a development agreement entered into pursuant to Sections 650 and/or 655 of the MGA, and **"Development Agreements"** means two or more of them;

"Direct Losses" means, in respect of a condition, event or omission, without duplication, all damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services), proceedings, demands and charges (subject to any duty to mitigate at law), whether arising under statute, contract or at common law, which result directly from such condition, event or omission and which, in the case of negligence, are reasonably foreseeable as likely to occur:

- (a) excluding any related Insurance Proceeds and Insurance Receivables;
- (b) excluding any Indirect Losses;

"Dispute" means any disagreement, failure to agree or other dispute between the County and the Utility arising out of or in connection with this Agreement, including in respect of the interpretation, breach, performance, validity or termination hereof, whether in the law of contract or any other area of law;

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"Dispute Notice" has the meaning given to it in Section 4 of Schedule F-2 (Dispute Resolution Procedure);

"Dispute Resolution Procedure" means the procedure set out in Schedule F-2 (Dispute Resolution Procedure);

"Effective Date" means the effective date of this Agreement determined in accordance with Section 3.6 of this Agreement;

"Emergency Response Plan" means the emergency response plan(s) to be prepared by the Utility and approved by the County pursuant to Schedule C-2 (Operations, Maintenance and Services), as amended, modified or replaced from time to time pursuant to Schedule C-2 (Operations, Maintenance and Services);

"Environmental Laws" mean all Applicable Laws relating to the protection of Environmental Resources and human health;

"Environmental Resources" includes all plant, animal, land, water and air resources that may be affected by the Operation and Maintenance or the provision of Services;

"Equipment" means all equipment owned or leased by the Utility forming part of or used in connection with the Facilities, including testing and control systems;

"Event of Default" has the meaning given in Section 11.1 of this Agreement;

"Expiry Date" means the 20th anniversary of the Effective Date;

"Excluded Areas" means the portion of the Franchise Area for which the Parties have agreed in writing that the Utility will not provide services;

"Extended Area Facilities" means those Facilities constructed, installed, operated and maintained exclusively for the purpose of providing the Additional Services;

"Non-Exclusive Extended Areas" means those lands located outside of the Franchise Area which are from time to time serviced by the Utility with the Additional Services:

- (a) pursuant to, and as further detailed within, an approval by the County as contemplated within Section 3.2(b) of this Agreement; and
- (b) as further defined within Schedule B-5 (Non-Exclusive Extended Areas and Additional Services) with respect to the respective Additional Services described therein;

"Facilities" means those facilities described within Schedule B-3 (Facilities) owned or held by the Utility, together with:

- (a) all new additions to such Facilities that are transferred to the Utility in accordance with this Agreement;

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- (b) any other systems and works owned by the Utility (whether or not situate within the Franchise Area) used in connection with the provision of the Services or the Additional Services;
- (c) Capital Replacements; and
- (d) all Equipment;

“Facilities Data” means drawings, reports, documents, plans, software, formulae, calculations and all other materials, data, or information, whether oral or fixed in any form, relating to the Facilities, prepared by or on behalf of the Utility;

“Facilities Intellectual Property” means the Intellectual Property which is created, brought into existence, acquired, licensed or used by the Utility, any Operator, any Sub-Contractor or any other third party, directly or indirectly, for the purposes of the Operation and Maintenance, improvement or testing of the Facilities comprising each portion of the Facilities or otherwise for the purposes of this Agreement;

“Financial Operations” means the financial operations and requirements attached to this Agreement as Schedule E-1 (Financial Operations);

“Fire Suppression System” means:

- (a) Hydrant-based system forming part of the Facilities;
- (b) Private Hydrant-based system, owned and controlled by the owner of the development; and/or
- (c) Sprinkler System, owned and controlled by the owner of the development;

“FOIPP Act” means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended or replaced from time to time;

“Force Majeure” means any cause beyond the control of the Party affected thereby which prevents or delays the performance by such Party of any obligation hereunder and not caused by such default or act of commission or omission and not avoidable by the exercise of reasonable care, including but not limited to:

- (a) war, civil war, armed conflict or terrorism;
- (b) civil disturbance or sabotage;
- (c) nuclear, chemical or biological contamination unless the source or cause of the contamination is the result of actions of the Utility;
- (d) fire, earthquake, tornado, flood or unusual or severe weather conditions directly affecting the Facilities;
- (e) pressure waves caused by devices traveling at supersonic speeds;
- (f) strikes or other labour difficulties;

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- (g) inability to obtain materials or equipment;
- (h) transportation delays or accidents;
- (i) legislative, administrative or judicial action which has been resisted in good faith by all reasonable lawful means;
- (j) actions or failures to act on the part of governmental authorities; or
- (k) Abnormal Circumstances;

but specifically excluding lack of funds/finances, and excludes failure to obtain or maintain any Water Licenses or access to allocations thereunder as and when required within Section 4.9(a) of this Agreement except when beyond the reasonable control of the Utility and not as a result of a default on the part of the Utility under this Agreement or any other arrangement providing the Utility with access to the allocations under the Water Licences;

“Franchise Area” means that portion of Rocky View County designated in Schedule B-1 (Franchise Area), as amended from time to time by the Parties;

“Franchise Fee” means the franchise fee described within Schedule B-4 (Franchise Fee);

“IFRS” means the International Financial Reporting Standards or other accounting standards as published in the Handbook of the Canadian Institute of Chartered Accountants;

“Good Industry Practice” means the standards, practices, methods and activities and actions generally accepted and utilized by and within the treated water management and treatment industry in Canada, generally consisting of standards and practices intended to achieve a cost-effective result consistent with Applicable Laws, Regulatory Requirements, environmental considerations, reliability, safety and expedition, including such standards and practices that are from time to time prepared, endorsed, promoted or promulgated by:

- (a) the American Water Works Association, the Canadian Water and Wastewater Association, and the Association of Professional Engineers and Geoscientists of Alberta (APEGA), or successor organization, to the extent that those are consistent or complementary to each other and accepted and utilized by and within the water management and treatment industry in Canada; and
- (b) AEP, including the:
 - (i) Part 1 Standards for Municipal Waterworks, published in April 2012, as amended or replaced from time to time;
 - (ii) Part 2 Guidelines for Municipal Waterworks, published in April 2012, as amended or replaced from time to time;

and in the event of a conflict between any of the aforesaid standards and practices, a standard or practice which is generally applied in the industry in Canada and is in compliance with Applicable Laws will apply;

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“Has Knowledge” or “Have Knowledge” means:

- (a) a natural person knows or has knowledge when information is acquired by the individual under the circumstances in which a reasonable individual would take cognizance of it; and
- (b) a corporation knows or has knowledge when information has come to the attention of:
 - (i) a director or officer of the corporation; or
 - (ii) a senior employee of the corporation with responsibility for matters to which the information relates;

under circumstances in which a reasonable person would take cognizance of it;

“Hazardous Substance” means any hazardous waste, hazardous product, contaminant, toxic substance, deleterious substance, dangerous good, pollutant, waste, reportable substance, and any other substance, the storage, manufacture, handling, disposal, treatment, generation, use, transport, remediation, or release into or presence in the environment is prohibited, controlled or regulated under Environmental Laws;

“Hydrants” means fire hydrants designed, intended or relied upon to provide for a water based fire suppression system, together with associated distribution system, specifically excluding Private Hydrants and Sprinkler Systems;

“Indemnifier” has the meaning given in Schedule D-3 (Conduct of Third Party Claims);

“Indirect Losses” means loss of profits, loss of use, loss of revenue, loss of contract, loss of goodwill, loss of production, loss of business, loss of business opportunity, exemplary or punitive damages or any consequential loss or indirect loss of any nature;

“Insurance Proceeds” means the amount of any insurance proceeds received by the Utility in respect of a claim made under any policy of insurance required to be maintained by the Utility under this Agreement;

“Insurance Receivables” means the amount of any insurance proceeds which a Person is entitled to receive pursuant to policies of insurance required to be maintained by the Utility under this Agreement but which have not been received;

“Intellectual Property” means any or all of the following and all rights, arising out of or associated therewith: (a) all national, international and foreign patents, utility models, mask works, and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, technical data, product formulations, designs and specifications, and all documentation relating to any of the foregoing throughout the world; (c) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (d) all industrial designs and any registrations and applications therefor throughout the world; (e) all rights in any internet uniform resource locators (URLs), domain names, trade names, logos, slogans, designs, common law trade-marks and service marks, trade-mark and service mark registrations and applications therefor throughout the world; (f) all moral rights of authors and inventors; and (g) any similar or equivalent rights to any of the foregoing anywhere in Canada;

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"Interest" means interest at the Prime Rate;

"Lands" means the lands contained within the Franchise Area;

"MGA" means the *Municipal Government Act*, RSA 2000, c. M-26, as amended and replaced from time to time;

"Net Book Value" Book Value of the Facilities or identified portions thereof, less the accumulated depreciation thereon calculated in accordance with Good Industry Practice as the depreciation expense claimed and recovered by the Utility through its rates;

"No-Cost Capital" means the cost of acquiring, constructing or improving the Facilities or identified portions thereof or Capital Replacements, in each case to the extent that such cost is paid for by:

- (a) grants or contributions from of Canada, Province of Alberta, or the County;
- (b) Developers, including contributions of additions to or extension of the Facilities, or financial contributions and similar payments funding the cost of acquiring, constructing or improving the Facilities or identified portions thereof;
- (c) Consumers located within any of the Non-Exclusive Extended Areas, including contributions of additions to or extension of the Facilities, or financial contributions and similar payments funding the cost of acquiring, constructing or improving the Facilities or identified portions thereof; and
- (d) payments or contributions from any other Person or entity (excluding the Utility) on account of the cost of acquiring, constructing or improving the Facilities or identified portions thereof, or Capital Replacements thereof, including connection fees, capital cost rate components, and similar payments by Consumers funding the cost of acquiring, constructing or improving the Facilities or identified portions thereof, or funding Capital Replacements thereof;

"Notice" has the meaning given in Schedule A-3 (Notice);

"Operating Permits" means all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorizations required from any Relevant Authority to carry out the Operation and Maintenance and the provision of the Services in accordance with this Agreement including those listed in Schedule C-3 (Operating Permits);

"Operation and Maintenance" means the management, operation, maintenance, repair and replacement of the Facilities, or any components thereof, as more particularly set forth within Schedule C-2 (Operation, Maintenance and Services);

"Operator" means that party identified within Section 4.10 of this Agreement as the Operator, together with any replacements thereof or additions thereto and **"Operators"** means two or more of them, as the case may be;

"Party" means either the County or the Utility, and **"Parties"** means the County and the Utility, together with their respective successors and permitted assigns;

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"Person" means an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or Relevant Authority;

"PIPA" means the *Personal Information Protection Act* (Alberta), as amended or replaced from time to time;

"Prime Rate" on any day means the annual rate of interest announced by Bank of Montreal (or its successor), or any other Canadian chartered bank agreed to by the Parties, from time to time as its reference rate then in effect for determining interest rates on Canadian dollar commercial loans made by it in Canada;

"Private Hydrants" means fire hydrants designed, intended or relied upon to provide for a water based fire suppression system, together with associated distribution system, which are located within privately owned lands, and under the ownership and control of the owner of the lands;

"Public Properties" means all fee simple and leasehold estates (excluding environmental reserves), rights-of-way, undersurface rights, easements (excluding environmental reserve easements, and conservation easements) and other interests in land or licenses or rights in respect to land, now and hereafter held or acquired by the County (including municipal roads, reserve lands, and public utility lots), in respect of which the County is able and legally entitled to grant access as contemplated within Schedule C-2 (Public Properties and Access);

"Rate Base" means the rate base established by the AUC for the purposes of calculating the approved rates to be charged by the Utility for the identified portion of the Services;

"Regulatory Requirements" means the standards enacted or imposed by any Relevant Authority, Applicable Laws or Operating Permits applicable to the Operation and Maintenance of the Facilities and the provision of the Services;

"Relevant Authority" means, with respect to any circumstance or matter, any federal, provincial, or municipal government, and any government agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government, in each case having jurisdiction over such circumstance or matter and includes, as applicable, the AUC;

"Restoration Report" has the meaning given in Section 8.4 of this Agreement;

"Security" means the security required in the form and amount prescribed within Schedule D-2 (Security);

"Service Commencement" means, in respect to the applicable portion of the Services, the commencement of the provision of such Services in accordance with this Agreement;

"Service Commencement Date" means the date on which Service Commencement in respect to the applicable portion of the Services is achieved;

"Service Commencement Deadline" means that date thirty (30) days following:

- (a) in respect of Services to be provided pursuant to the non-exclusive rights granted in Section 3.2;

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- (i) the completion of the following:
 - (A) the transfer to and acceptance by the Utility of the applicable water and/or Wastewater systems now or hereafter servicing the Non-Exclusive Extended Areas; and/or
 - (B) alternate arrangements respecting such Non-Exclusive Extended Areas including, where applicable, the completion of new additions to the Facilities necessary to provide applicable Additional Services to the respective portion of the Non-Exclusive Extended Areas;

in each case as contemplated by any applicable County consent or approval pursuant to Section 3.2 of this Agreement and the terms and conditions contained within any applicable agreement of the Utility to service such Non-Exclusive Extended Areas; and
- (ii) the satisfaction or waiver of the conditions set forth in Section 3(b) of Schedule E-1 (Financial Operations) as applicable and as provided for therein; or
- (b) in respect of Services to be provided pursuant to the exclusive right granted in Section 3.1:
 - (i) Acceptance of the applicable new additions to the Facilities for a Stage pursuant to the applicable Development Agreement, as contemplated within the applicable Development Agreement and as contemplated by the relevant terms and conditions contained within Schedule E-1 (Financial Operations); and
 - (ii) the satisfaction or waiver of the conditions set forth in Section 3(a) of Schedule E-1 (Financial Operations) as applicable and as provided for therein;

“Services” means those treated water services described within Schedule B-2 (Services) and, as applicable, the Additional Services;

“Sprinkler System” means fire sprinkler system designed, intended or relied upon to provide for a water based fire suppression system, together with associated distribution system, which are located within a building on privately owned lands, and under the ownership and control of the owner(s) of the lands and/or building;

“Stage” means a stage of construction and installation of the Facilities contained within the Franchise Area as provided for in the applicable Development Agreement;

“Sub-Contract” means any contract entered into by an Operator, or a Sub-Contractor or any of their respective subcontractors, with one or more third parties in relation to the carrying out of the Operation and Maintenance and/or the provision of the Services, as amended or replaced from time to time in accordance with this Agreement;

“Sub-Contractor” means any third party that enters into a Sub-Contract;

“Term” has the meaning given in Section 3.4;

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“Termination Date” means:

- (a) the Expiry Date; or
- (b) such earlier date on which the termination of this Agreement may become effective in accordance with the terms hereof;

in each case subject to six (6) months' Notice of termination and approval of the AUC in accordance with Section 47 of the MGA;

“Utility” means Calalta Waterworks Ltd., or such other parties as may be approved by the County as the grantee under any of this Agreement;

“Utility Indemnified Parties” means (a) any Affiliate of the Utility; (b) the Utility's Representative; (c) any delegate of the Utility's Representative; (d) any Operator or other contractor of the Utility; (e) any Sub-Contractor; and (f) any director, officer, employee, agent, servant, representative or advisor (including legal and financial advisors) of the Utility or any of the foregoing;

“Utility's Representative” means the Person appointed by the Utility under Section 7.2 of this Agreement. And

“Water Licences” means those water licences issued under the Water Act and described within Section 4.9 and listed within Schedule C-3 (Operating Permits) of this Agreement, together with such further and other water licences contemplated within Schedule B-3 (Facilities).

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SCHEDULE A-2**INTERPRETATION AND GENERAL CONTRACTUAL TERMS****1. Construction and Interpretation**

In this Agreement, including the Schedules, and in any amendments thereto, except as otherwise expressly provided, or unless the context otherwise requires:

- (a) the recitals and headings to Articles, Sections and Schedules are for convenience only and will not affect the interpretation of this Agreement;
- (b) all references in this Agreement or in any Schedule to “articles”, “sections”, “subsections”, “paragraphs”, “clauses”, and “subclauses” or to other designated subdivisions are to the designated subdivisions of this Agreement or the applicable Schedule, as the case may be;
- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria (to the extent binding and having the force of law) made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a ministry, office, agency or similar body of any Relevant Authority is deemed to be a reference to any successor or replacement of such ministry, office, agency or similar body;
- (e) each reference to a guideline, policy, regulation, rule or directive is deemed to be a reference to any successor or replacement of such guideline, policy, regulation, rule or directive;
- (f) words importing the singular include the plural and vice versa, words importing gender include all genders, and words importing individuals shall include firms and corporations, and vice versa;
- (g) references to time of day or date mean the local time or date in Calgary, Alberta;
- (h) all references to amounts of money mean lawful currency of Canada;
- (i) an accounting term has the meaning assigned to it, and all accounting matters will be determined, in accordance with IFRS consistently applied;
- (j) the word “written” includes printed, typewritten or faxed (but does not, for clarity, include e-mailed) and “in writing” has a corresponding meaning;
- (k) the words “include” and “including” are to be construed as meaning “including, without limitation”;
- (l) except to the extent otherwise expressly provided by this Agreement, any requirement contained in this Agreement, including any Schedule, for the Utility to consult with, or have regard to the proposals or comments of any Person or to have due regard to, or take

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account of, any matter or representation will not be construed as a requirement to adopt, incorporate or comply with the result of any such consultation, such proposals or such matter;

- (m) the words "herein" and "hereunder" and words of similar import refer to this Agreement as a whole including the Schedules and not to any particular Section or other subdivision;
- (n) any reference to an entity shall include and be deemed to be a reference to an entity (or entities) that is a successor, assign or successor in title to such entity, including any entity which assumes by agreement, by operation of law or otherwise, the rights and/or obligations of the entity;
- (o) words that have well-known technical or trade meanings and that are not specifically defined in this Agreement are used in this Agreement in accordance with their recognized meanings;
- (p) any reference to "approval", "authorization" or "consent" of any Person, including any Party, means the written approval, written authorization or written consent of such Person;
- (q) a reference to a day is a reference to a period of time commencing at midnight and ending the following midnight;
- (r) a reference to a month is a reference to a calendar month;
- (s) if the time for performing an obligation under this Agreement expires on a day that is not a Business Day, the time shall, unless specifically indicated to the contrary, be extended until that time on the next Business Day;
- (t) where a word or phrase is specifically defined, other grammatical forms of that word or phrase have corresponding meanings; and
- (u) a reference to time is a reference to the time in effect in Alberta, taking into account the *Daylight Saving Time Act* (Alberta).

2. Governing Law

This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed exclusively by, and are to be enforced, construed and interpreted exclusively in accordance with, the laws of Alberta and the laws of Canada applicable in Alberta, which will be deemed to be the proper law of this Agreement.

3. Severability

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement or the legality, validity or enforceability of that provision in any other jurisdiction except that if:

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- (a) on the reasonable construction of this Agreement as a whole, the applicability of the other provision presumes the validity and enforceability of the particular provision, the other provision will be deemed also to be invalid or unenforceable; and
- (b) as a result of the determination by a Court of competent jurisdiction that any part of this Agreement is unenforceable or invalid and, as a result of such determination or this Paragraph 3, the fundamental intentions of the Parties in this Agreement are frustrated, the Parties will use reasonable efforts to amend, supplement or otherwise vary this Agreement to put each Party in a position substantially equivalent to that which is consistent with their mutual intention in entering into this Agreement. If the Parties cannot agree on the aforementioned adjustments, then either Party may submit the matter for determination pursuant to arbitration in accordance with Schedule F-2 (Dispute Resolution Procedures).

4. Further Assurances

The Parties shall, with reasonable diligence, hold all meetings, perform all acts, execute and deliver all documents and instruments, do all things and provide all reasonable assurances as may be reasonably necessary or desirable to give effect to the provisions and intent of this Agreement and to complete the transactions contemplated by this Agreement.

5. Approvals

No approval, consent, authorization, sanction, permission or determination required to be provided or made, or any discretion to be exercised (but does not, for clarity, include any statutory discretion or power of the County or Council), by a Party under this Agreement shall, unless specifically indicated to the contrary, be unreasonably or arbitrarily withheld, delayed or exercised by the Party providing, exercising or making same.

6. Waivers

No waiver of any provision of this Agreement is binding unless it is in writing and signed by all the Parties, except that any provision which does not give rights or benefits to particular Parties may be waived in writing, signed only by those Parties who have rights under, or hold the benefit of, the provision being waived if those Parties promptly send a copy of the executed waiver to all other Parties. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

7. Enurement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

8. Time of the Essence

Time, where mentioned herein, shall be of the essence.

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9. Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all Parties had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

10. Delivery

Any Party may deliver an executed copy of this Agreement by facsimile or electronic transmission provided that the Party will promptly dispatch by delivery in person to the other Party an originally executed copy of this Agreement.

11. Amendments

Except as specifically provided in this Agreement, no amendments, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by each Party at the time of the amendment, supplement restatement or termination.

12. Submission to Jurisdiction

Subject to the Dispute Resolution Procedure where and to the extent applicable, each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of Alberta and all courts having appellate jurisdiction over those courts in any suit, action or other proceeding in any way related to or arising out of this Agreement by any Party against the other Party.

13. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations, discussions, undertakings representations, warranties and understandings in respect thereof, whether written or oral, express or implied, statutory or otherwise.

14. Continuing Nature of Rights and Obligations

Except as otherwise provided for in this Agreement, the expiry or termination of this Agreement shall not relieve any Party of any rights, liabilities or obligations that by their nature survive expiry or termination, including warranties, remedies, indemnities and obligations of confidentiality or environmental compliance, or that arose prior to the expiry or termination of this Agreement.

15. No Application of Contra Preferentum

The provisions of this Agreement were negotiated by the Parties and this Agreement shall be deemed to have been drafted by both Parties. The Parties hereby acknowledge that they have read this Agreement in its entirety and that each has obtained independent legal advice in connection with the preparation and execution of this Agreement and the principle of contra preferentum shall not be argued, pleaded or applied in any proceeding subsequent to the execution hereof in respect to any provision of this Agreement.

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16. Conflict and Inconsistency

In the event of a conflict or inconsistency between the provisions of any Schedule to this Agreement and the provisions contained in the main body of this Agreement, the provisions of the main body shall prevail to the extent of the conflict or inconsistency.

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SCHEDULE A-3**NOTICE**

Except as otherwise expressly provided in this Agreement, any notice, approval, election, demand, direction, consent, designation, request, agreement, instrument, certificate, report or other communication required or permitted to be given or made under this Agreement (each, a "Notice") to a Party must be given in writing. A Notice may be given by delivery to an individual or electronically by fax and will be validly given if delivered on a Business Day at the following address, or, if transmitted on a Business Day by fax addressed to the following party as follows:

To the County:

Rocky View County
c/o 262075 Rocky View Point
Rocky View County, Alberta
T4A 0X2

Attention: General Manager of Infrastructure and Operations Services

Telephone: (403) 230-1401

Fax: (403) 277-5977

Email: briemann@rockyview.ca

To the Utility:

Calalta Waterworks Ltd.
245033 Range Road 33
Calgary, Alberta T3Z 2E9

Attention: Bob Williams

Telephone: (403)685-6102

Fax: (403)242-3885

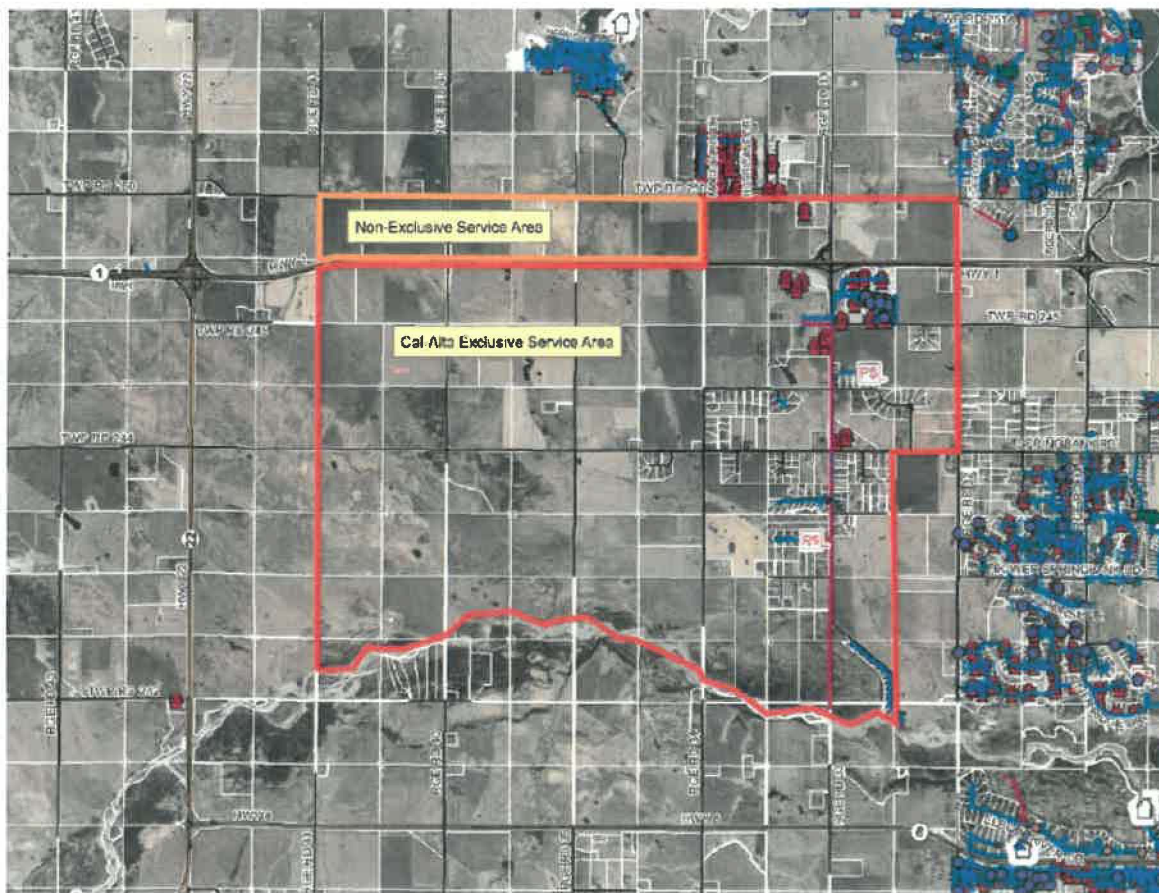
Email: bob.williams@calawaypark.com

or to any other address, e-mail or fax number or individual that such Party designates. Any Notice:

- (a) if validly delivered, will be deemed to have been given when delivered;
- (b) if validly transmitted electronically by fax before 3:00 pm. (local time at the place of receipt) on a Business Day, will be deemed to have been given on the Business Day; and
- (c) if validly transmitted electronically by fax after 3:00 p.m. (local time at the place of receipt) on a Business Day or at any time on a non-Business Day, will be deemed to have been given on the Business Day after the date of transmission.

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SCHEDULE B-1**FRANCHISE AREA**

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SCHEDULE B-2**SERVICES**

Without prejudice to the definition and provision of Additional Services to the Non-Exclusive Extended Areas under this Agreement, the Services shall consist of the following:

1. Residential and Non-Industrial Consumers Treated Water Service

Subject always to:

- (a) the execution or acceptance of the service agreement and/or terms of service required by the Utility;
- (b) payment of all rates, tolls and charges imposed by the Utility; and
- (c) Applicable Laws, Operating Permits and Regulatory Requirements;

in each case as approved from time to time by the AUC, the Utility shall provide to each Consumer requesting physical connection and service within the Franchise Area piped treated water service suitable for human consumption at the following rates:

Average Daily Demand (ADD) for:	
• Residential (single family)	0.7 m ³ /day
• Residential (multi-family)	0.63 m ³ /unit/day
• Commercial (village)	1.5 l/m ² floor area/day
• Commercial (business park)	15 m ³ /ha parcel area/day
• Golf Course Lands (potable only for club house and maintenance facility)	60 m ³ /day
• Schools within the Lands	40 l/day/student (elementary or junior high) 50 l/day/student (high school) 160 l/day/student (boarding school)
• Seniors Housing within the Lands	450 l/room/day
• Hotels within the Lands	180 l/room/day
Maximum Daily Demands (MDD)	2.10 x ADD
Peak Hour Demands (PHD)	3.7 x ADD
Minimum Operating Pressure (at the service connection)	
• Remainder of Lands	300 kPa (44 psi)

in each case unless otherwise approved by the County and in compliance with Applicable Laws, Operating Permits and Regulatory Requirements, and their respective applicable standards. These flow rates are based upon predicted demands, and are initial minimum service levels. Actual usage and demand

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will dictate deliveries to Consumers requesting physical connection and service, and constructed capacity within the Facilities from time to time will be guided by such actual usage and demand from such Consumers.

2. Residential and Non-Industrial Consumers Non-Treated Water Service

Subject always to:

- (a) the execution or acceptance of the service agreement and/or terms of service required by the Utility;
- (b) payment of all rates, tolls and charges imposed by the Utility; and
- (c) Applicable Laws, Operating Permits and Regulatory Requirements;

in each case as approved from time to time by the AUC, the Utility shall provide to each consumer requesting physical connection and non-treated water service within the Franchise Area, piped non-treated water service not suitable for human consumption, including the following existing Consumers:

Consumer	Service Location/Customer Address	Average Rate
Residential:		
• Dr. Westersund	37 Mountain River Estates, Calgary, AB T3Z 3J3	1 m ³ /day
Commercial		
• Springbank Park for All Seasons Agricultural Society	32224A Springbank Rd, Calgary, AB T3Z 2L9	17 m ³ /day
• West View Water Supply Ltd.	70 West View Estates, Calgary, AB T3Z 2S9	10 m ³ /day

3. Fire Protection

Subject always to all Applicable Laws, Operating Permits and Regulatory Requirements, when and if the Facilities operated by the Utility include Hydrants that are owned and operated by the Utility so as to provide for Fire Suppression (it being acknowledged that as of the date of this Agreement, no such Hydrants for Fire Suppression exist), the Utility shall provide for the following level of fire suppression service based upon the requirement for a Fire Suppression System:

- (a) **Capacity** – the minimum required capacities are:

Type	Flow	Duration	Volume
Residential Lands*	(10,000 l/m to 15,000 l/m)	3.5 hours	3713 m ³
Commercial and Industrial Lands*	(10,000 l/m to 15,000 l/m)	3.5 hours	3713 m ³
* Range in fire flows is dependent on type of use and scale of project.			

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- (b) **System** – a Fire Suppression System may consist of one or more of the following:
- (i) Hydrant-based system forming part of the Facilities;
 - (ii) Private Hydrant-based system, owned and controlled by the owner of the development; and/or
 - (iii) Sprinkler System, owned and controlled by the owner of the development;
- (c) **Service** – For clarity:
- (i) **Existing Services** – existing serviced Lands as of the date of this Agreement may be serviced for fire suppression through one or more of the systems comprising a Fire Suppression System;
 - (ii) **New Services** – subdivisions of or development upon the Lands created from and after the date of this Agreement may be serviced for fire suppression through one or more of the systems comprising a Fire Suppression System, subject always to applicable subdivision or development approvals and the applicable Development Agreement; and;
 - (iii) **Non-Exclusive Extended Areas** – all lands included with the Non-Exclusive Extended Areas from time to time, when and if serviced by the Utility, may be serviced for fire suppression through one or more of the systems comprising a Fire Suppression System, and/or as may be contemplated within the County consent provided pursuant to Section 3.2.

Accordingly, the Services respecting fire protection and fire suppression shall only apply to such portions of the Lands and/or developments where actually serviced by a Fire Suppression System which is directly supplied by the Utility;

- (d) **Minimum Pressure Requirements** – the following minimum pressure requirements shall be maintained within all Hydrants forming a part of the Facilities and all Private Hydrants serviced by the Utility:

Fire Flow	150 kPa (22 psi)
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For systems providing delivery pressures above 550 kPa (80 psi), the owner of the individual lot is required to provide pressure reducing valves to buildings.

The lot owner developing the individual lot will be required to provide on-site booster pumps/storage and/or other requirements to meet Alberta Building Code or other applicable codes such as NFPA (National Fire Protection Association) if the fire distribution system cannot provide adequate pressure/flow.

Minor pressure losses through valves and fittings must be accounted for.

- (e) **Flow Velocities** – for all hydrants and water based fire suppression systems comprising the Facilities, main line flow velocities should not exceed 4.0m/s during peak flow conditions and/or MDD plus fire flow conditions. Fire sprinkler flows shall be in accordance with building and fire code requirements.

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SCHEDULE B-3**FACILITIES**

The Facilities shall include the following, together with all rights and privileges, all rights of way and/or land interests, and all appurtenances related thereto owned or held by the Utility from time to time and necessary for the Operation and Maintenance thereof:

1. Water Licences/Allocations:

- (a) **Dedicated Water Licences/Allocations** – the rights, benefits and other entitlements of the Utility in respect of
 - (i) any Water Licences issued in the name of the Utility, together with any Water Licence transferred to the Utility by the County;
 - (ii) any point of diversion under any Water Licences held by any third parties, for the purposes of the servicing of any properties comprising the Lands within the Franchise Area;
 - (iii) any Water Licences held by any third parties, which allocations and accompanying Water Licences have been assigned, temporarily transferred, or otherwise committed or dedicated to for the purposes of the servicing of any properties comprising the Lands within the Franchise Area (including, without restriction, the underlying agreement or arrangement providing any such commitment to access to the water allocation under the Water Licence);
 - (iv) those allocations and Water Licences dedicated and transferred to the Utility as part of the approval of any subdivision of the Lands contained within the Franchise Area that are to be serviced by the Utility (for clarity, this will include such allocations permanently transferred to the Utility at no cost to the Utility pursuant to the dedication of such allocations to the servicing of any properties comprising the Lands within the Franchise Area);
- (b) **Non-Exclusive Extended Areas Water Licences/Allocations** – any further or other Water Licences applicable to the servicing of the Non-Exclusive Extended Areas which may be transferred to the Utility; and
- (c) **Utility Licenses/Allocations** – the rights, benefits and entitlements of the Utility in respect of any and all allocations and accompanying Water Licences held by the Utility as of the date of this Agreement, or subsequently acquired by the Utility through purchase for valuable consideration or otherwise, but only to the extent of the portion of the allocations available under such Water Licences are used or required for provision of the Services to the Franchise Area having taken into account the allocations and dedications as set forth above.

2. Water Facilities and Works:

- (a) **Raw Water Intakes, Wells and Supply Facilities** – any and all groundwater wells, surface water intakes, pipes, valves, meters, pumps and related system or works comprising the raw water supply system;
- (b) **Water Treatment, Storage and Supply Facilities** – any and all water treatment plants, storage reservoirs and related systems or works;
- (c) **Treated Water Supply and Distribution Lines** – any and all pipes, valves, meters, flushing valves, pumps, storage reservoirs, and related system or works comprising the treated water supply and distribution system;
- (d) **Raw Water Supply and Distribution Lines** – any and all pipes, valves, meters, flushing valves, pumps, storage reservoirs, and related system or works comprising the raw water supply and distribution system;

owned by the Utility from time to time throughout the Franchise Area, the Non-Exclusive Extended Areas, together with all rights and privileges, all rights of way and/or land interests, and all appurtenances related thereto owned or held by the Utility from time to time and necessary for the Operation and Maintenance thereof:

3. Fire Suppression Systems:

- (a) **Hydrants** – any and all fire Hydrants and related system or works;
- (b) **Fire Lines** – any and all pipes, valves, meters, and related system or works comprising the fire distribution or supply system supplying any Fire Suppression System;

which may be owned and operated by the Utility from time to time so as to provide for Fire Suppression (it being acknowledged that as of the date of this Agreement, no such Hydrants for Fire Suppression exist) throughout the Franchise Area and the Non-Exclusive Extended Areas, together with all rights and privileges, all rights of way and/or land interests, and all appurtenances related thereto owned or held by the Utility from time to time and necessary for the Operation and Maintenance thereof.

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SCHEDULE B-4**FRANCHISE FEE****1. Calculation of Fee**

The Franchise Fee payable by the Utility to the County shall be established as:

- (a) a specified fee, calculated as a percentage of gross utility accounts collected by the Utility as further provided for within this Schedule; or
- (b) a specified fee, calculated as a percentage of gross utility accounts collected by the Utility as further provided for within this Schedule, with periodic increases established by such formula as may be acceptable to Council and the AUC; or
- (c) an approved fee range (i.e. within a maximum and minimum fee limit) as may be acceptable to Council and the AUC, within which Council may set the fee no more often than once annually as contemplated within this Schedule; or
- (d) such other fee as Council may propose and the AUC may approve;

which shall be first approved by Council, and subsequently approved by the AUC upon a submission by the County for approval.

2. Calculation of Fee

Subject always to the foregoing, the Franchise Fee payable by the Utility to the County shall be calculated and paid as follows:

- (a) the setting and changes to the Franchise Fee shall be subject to establishment by County Council from time to time by bylaw;
- (b) alterations to the Franchise Fee shall occur no more often than once annually;
- (c) the maximum amount of the Franchise Fee shall be ten (10%) percent of gross utility accounts collected by the Utility (excluding goods and services taxes and similar taxes), including consumption rate/commodity charge, the fixed rate, and any surcharges;
- (d) the Franchise Fee shall be reviewed annually by the County in consultation with the Utility;
- (e) prior to seeking approval of or the imposition of any Franchise Fee or amendments thereto, the County shall consult with the Utility for the purposes of establishing the Franchise Fee;
- (f) the Franchise Fee shall initially be 0.0% as of the date of this Agreement, subject always to the balance of the terms of this Schedule;
- (g) the Utility shall collect and pay the Franchise Fee amount to the County, on a quarterly basis (or such more frequent basis as the Utility may choose to invoice Consumers), within sixty (60) days after billing each Consumer;

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- (h) concurrently with payment of the Franchise Fee amount, the Utility shall provide to the County the financial information used by the Utility to verify the Franchise Fee amount; and
- (i) the Utility shall disclose to each Consumer the Franchise Fee amount, in dollars, on each bill.

3. Partial Years

The Franchise Fee to be paid by the Utility to the County is based on the assumption that the rights granted to the Utility will accrue on a per diem basis throughout a full calendar year, and whenever any of those rights commence on any day other than January 1 in any year or are terminated, cease or expire before December 31 in any year, the amount to be paid by the Utility to the County therefor, shall be adjusted on a per diem basis.

4. Financial Information

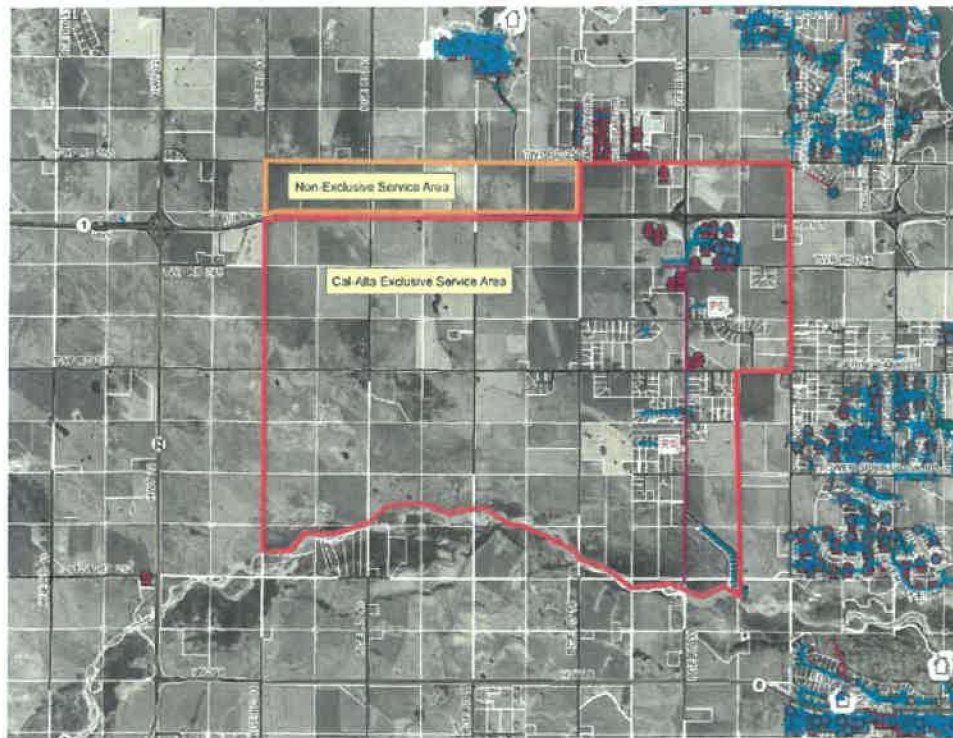
To verify the amount of the Franchise Fee, the Utility, on the written request of the County, shall provide to the County on or before April 30 in each year, or such other time agreed upon by the Parties, an unaudited financial report prepared by the Utility and opined on by an arm's length, fully qualified certified accountant utilizing IFRS, to be satisfactory to the County, stating the aggregate amount of gross utility accounts collected by the Utility in the prior calendar year for purposes of calculating the Franchise Fee payable by the Utility to the County in accordance with this Schedule. If such financial report reveals that the amount of the Franchise Fee remitted and paid by the Utility to the County was more or less than the amount due and payable, the difference shall be immediately due and payable by the County to the Utility or by the Utility to the County as the case may be.

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SCHEDULE B-5**NON-EXCLUSIVE EXTENDED AREAS AND ADDITIONAL SERVICES**

As of the date of this Agreement, the Non-Exclusive Extended Areas are comprised of the non-exclusive service area shown below:



Notwithstanding the foregoing, unless otherwise specifically authorized by the County, the terms of service applicable to the Additional Services to the Non-Exclusive Extended Areas shall:

1. be specific and appurtenant to the lands comprising the respective portion of the Non-Exclusive Extended Areas, and not assignable to any other party other than the registered owner(s) from time to time of the respective parcels comprising the Non-Exclusive Extended Areas and the tenants or occupants thereof;
2. not permit resale of water or other services comprising the Additional Services;
3. not permit secondary services to other lands not contained within the parcels comprising the Non-Exclusive Extended Areas;
4. only contemplate direct service by the Utility to the respective Consumer, and not permit or contemplate secondary servicing and distribution/collection within the parcels comprising the Non-Exclusive Extended Areas; and

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5. where applicable, not exceed the volumes or other service descriptions approved by the County pursuant to Section 3.2 of this Agreement.

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SCHEDULE C-1**PUBLIC PROPERTIES AND ACCESS****1. Use of Public Properties in the Performance of the Operation, Maintenance and Services**

Subject always to the provisions of this Schedule and the terms of this Agreement, the County hereby grants to the Utility the right, permission and power to use, break up, dig, trench, or excavate within the lands comprising the Public Properties under the control of the County, within or adjacent to the Lands, and otherwise to do such work therein and thereon as may be necessary from time to time to construct, develop, erect, lay, operate, maintain, repair, extend, relay and remove any Facilities in connection with the Operation and Maintenance and the provision of the Services, as may be necessary for the purpose of this Agreement. Notwithstanding anything contained within this Schedule:

- (a) the rights of use and occupation granted under this Agreement are not exclusive and it does not explicitly or implicitly affect the County's right to authorize use of the lands comprising the Public Properties by other Persons. A grant under this Agreement shall not fetter the County's management authority over the Public Properties;
- (b) this Agreement does not confer rights other than as provided by this Agreement or Applicable Laws;
- (c) no privilege or exemption is granted or conferred except those specifically prescribed herein;
- (d) nothing in this Agreement shall be read to create an expectancy of renewal or to an entitlement to the renewal or extension of the Term or the extension of the Franchise Area, except as may otherwise be provided by Applicable Laws; and
- (e) any privilege claimed under this Agreement by the Utility in respect to any Public Properties or other public property shall be subordinate to any prior lawful use or occupancy in respect to such Public Properties or other public property.

2. Authorizations

No construction, nor any Operation and Maintenance, shall be commenced prior to the Utility obtaining the written consent of the County to enter upon such Public Properties; and the County shall not unreasonably delay or withhold such written consent. Access to all Public Properties shall be subject to the following process and terms:

- (a) not less than fourteen (14) days prior to the date that the Utility intends to enter upon any such lands for the purposes of constructing or installing any new or additional Facilities or other improvements, as well as all alterations or extensions to all existing Facilities (except in the case of emergency repair work), the Utility shall provide to the County for approval a detailed written proposal for such work, including:
 - (i) a specific work schedule and procedures proposed to be followed;
 - (i) detailed engineering drawings of all additional Facilities or other improvements to be constructed or installed, as well as all alterations, extensions or connections

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to or impacts upon all existing Facilities or other municipal infrastructure, property and services;

- (ii) provisions to be implemented for temporary access and services;
- (iii) the installation of temporary traffic control devices and personnel deployment to minimize traffic disruption; and
- (iv) the form and schedule of notification and public relation strategy to be utilized;

it being agreed that the County shall make all reasonable efforts to provide the requested approval (or reasons for the refusal to provide such approval) in writing within ten (10) days following the County's receipt of such written proposal; and

- (b) not less than seven (7) days prior to the date that the Utility intends to enter upon any Public Property for the purposes of maintaining or repairing all existing Facilities (except in the case of emergency repair work), the Utility shall provide to the County detailed written proposals, for approval by the County, for the Operation and Maintenance to be done within any such property, including:

- (i) a specific work schedule and procedures proposed to be followed;
- (ii) detailed descriptions of the maintenance and repairs to be performed to all existing Facilities;
- (iii) provisions to be implemented for temporary access and services;
- (iv) installation of temporary traffic control devices and personnel deployment to minimize traffic disruption; and
- (v) form and schedule of notification and public relation strategy to be utilized.

it being agreed that the County shall make all reasonable efforts to provide the requested approval (or reasons for the refusal to provide such approval) in writing within four (4) Business Days following the County's receipt of such written proposal.

Without restricting the foregoing, the Utility shall provide all required information and obtain all required municipal and provincial approvals normally required prior to commencing any construction activities, Operation and Maintenance, or provision of the Services.

3. Conditions and Terms of Use of Public Properties

Notwithstanding the foregoing, unless otherwise specifically agreed to the access to, use of, and conduct of all activities and Operation and Maintenance upon all lands comprising the Public Properties shall be subject always to the following terms and conditions:

- (a) the design, construction, operation and maintenance of the Facilities shall be in accordance with all relevant municipal, provincial and federal standards, and the terms of any applicable easements, right of way agreements, or leases comprising or otherwise affecting such lands;

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- (b) the laying, construction, replacement, repair, maintenance, inspection, operation and removal of the Facilities under or within such lands shall be conducted in a good and workmanlike manner and in compliance with all the terms and conditions of this Agreement;
- (c) the Operation and Maintenance shall be conducted and completed in accordance with generally accepted engineering and operating standards for works and facilities similar to the Facilities;
- (d) the Operation and Maintenance shall be performed in a manner that safeguards and protects all other structures, transmission lines, facilities and improvements of any kind ("Improvements") present in the Public Properties;
- (e) save and except for where Facilities are located within roadways and cannot be accessed without cutting of the physical roadways improvements, or unless otherwise agreed to by the County, the Utility shall not directly undertake, nor otherwise permit, any open cutting of physical roadway improvements forming part of the Public Properties and no hard surfaces or other travelled upon portions of roads will be disturbed by the Utility or any contractor or agent, except with the prior written approval of the County;
- (f) the Utility shall ensure that all work carried out within or upon such lands shall have sufficient and proper traffic control, safety devices and warning devices or flagman as and where necessary;
- (g) if the County requires that any Operation and Maintenance be stopped, the Utility shall cease such Operation and Maintenance upon delivery of Notice to the Utility to that effect by the County;
- (h) the Utility shall be responsible for all Operation and Maintenance, including the cost of such Operation and Maintenance;
- (i) the Utility shall carry out such work within or upon such lands only during daylight hours except if required otherwise in cases of emergency;
- (j) unless otherwise agreed to by the County, a crossing of any road by any Facilities shall be constructed at a 90 degree angle to the physical roadway;
- (k) the Operation and Maintenance within or upon such lands by the Utility and its agents, contractors and subcontractors shall be subject to the inspection rights of the County as set forth in this Agreement and all directions and requirements of the County shall be obeyed;
- (l) the Utility shall do as little damage as reasonably possible to such lands in the performance of the Operation and Maintenance, and will cause as little obstruction to such lands as reasonably possible, and will cooperate and coordinate with the County in conducting all activities within such lands;
- (m) upon completion of the Operation and Maintenance, the Utility shall restore all such lands to a condition and state of repair equivalent to that which prevailed prior to the performance of such Operation and Maintenance, including, where necessary, the re-planting or replacement of trees and shrubs, and shall maintain such restored portions of

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such lands, including such replaced or re-planted trees and shrubs, for a period of one (1) year, ordinary wear and tear excepted; and

- (n) if within thirty (30) days subsequent to notifying the Utility that the restoration of any such lands is inadequate given reasonable cause for such inadequacy (or sooner, if in the opinion of the County the likelihood of harm to persons is imminent), the County may take reasonable measures to complete the required restoration, and the cost of such restoration shall be borne by the Utility.

4. Utility to Obtain Approvals from Other Utilities

The Utility shall be solely responsible for locating, or causing to be located, all existing utilities or utility lines on or adjacent to lands comprising the Public Properties. The Utility shall notify all other utility operators and ensure those utilities and utility mains are staked prior to commencement of construction. The County shall not be responsible for any damage caused by the Utility to any other utility facilities or any third party as a result of the Utility's activities upon lands comprising the Public Properties. The Utility must obtain approval from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

5. Contractors

The Utility will ensure that, when working within any of the Public Properties, the Utility's contractors comply with the County's bylaws, regulations, and applicable standards pursuant to this Agreement. Any act or omission of any contractor of the Utility, which violates any provision of this Agreement, shall be considered an act or omission of the Utility for the purposes of this Agreement. The Utility shall designate any of its contractors as "prime contractor" in accordance with the *Occupational Health and Safety Act* and the Regulations thereunder in respect to work sites where work is undertaken by the Utility unless a third party service provider is undertaking work at such work site and has been designated a "prime contractor" for such work site. The Utility's engineers, contractors and agents shall have a valid Certificate of Recognition issued by a certifying partner authorized to administer the Certificate of Recognition (COR) program to Alberta employers, or in the case of any such party (other than the Operator) has a valid safety program in place in compliance with all Regulatory Requirements.

6. Emergency Work/Access

In the event of an emergency involving the Facilities which requires emergency Operation and Maintenance to be undertaken by the Utility:

- (a) the Utility may perform such Operation and Maintenance as is strictly necessary to end the emergency without the prior consent of the County, provided that the Utility notifies the County of the occurrence of the Operation and Maintenance without delay;
- (b) the Utility shall attempt to give the County verbal notice before commencing any Operation and Maintenance involving a ground disturbance; and
- (c) notwithstanding Section 3 of this Schedule, no prior written notice shall be required to be given to the County for the Utility to enter any lands comprising the Public Properties.

In this regard, emergency Operation and Maintenance means the installation, maintenance, repair or replacement of Facilities in Public Properties where health, safety or the provision of the Services is endangered.

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7. Construction Clean-up and Debris

The Utility covenants and agrees that it shall, at the Utility's own cost and expense, be responsible for the cleanup and removal of all construction debris, foreign material and dirt from all lands comprising the Public Properties, including roadways, subject to the following conditions:

- (a) it shall be the responsibility of the Utility to monitor the condition of such lands and take immediate action as necessary to comply with the provisions of this Section; and
- (b) in the event that the County considers that any cleanup or removal of construction debris, foreign material or dirt for which the Utility is responsible in accordance with this Section is required, the Utility shall, within forty-eight (48) hours of receiving Notice from the County, take all necessary action as determined by the County or as soon as reasonably practicable thereafter weather permitting, failing which, the County may take action and charge back all costs and expenses to the Utility.

8. Liability

- (a) The County shall not, in connection with this Agreement, be liable for any damage to the Facilities or other property of the Utility, or for the injury or death of any officer, employee, agent, contractor, licensee or invitee of the Utility except where caused by the willful misconduct or gross negligence of the County or any Person for whom the County is responsible under Section 4.6 of this Agreement.
- (b) Notwithstanding anything contained in this Agreement, the County shall not be liable in any way for indirect or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any Facilities, other property or Public Properties governed hereby.

9. Environmental Responsibility

The Utility agrees to assume all environmental liability relating to the occupancy and use of the lands comprising the Public Properties, by itself, the Operator, and any Sub-contractor, together with their respective employees, agents or contractors, including but not limited to any liability for clean-up of any Hazardous Substance in, on, under, along, across and around such lands but only to the extent which the environmental liability results from:

- (a) the operations of the Utility, or any Person for whom the Utility is responsible under Section 4.5 of this Agreement, in, on, under, along, across or around such lands; or
- (b) any products or goods brought in, on, under, along, across or around such lands by the Utility, or any Person for whom the Utility is responsible under Section 4.5 of this Agreement.

The foregoing assumption of liability by the Utility shall not apply to any Hazardous Substance in, on, under, along, across and around the lands comprising the Public Properties which result from the operations or carriage of any Person other than the Utility, or a Person for whom the Utility is responsible under Section 4.5 of this Agreement, using or occupying Public Properties,

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under Section 4.5 of the Agreement.

10. Relocation

- (a) Upon receipt of sixty (60) days advance Notice from the County, or such other time as is mutually agreed to by the parties, the Utility shall, at its own expense, relocate Facilities located within lands comprising Public Properties dedicated as a public road where such relocation:
 - (i) is required by a Provincial statute or regulation;
 - (ii) is required by a lawful directive received from Alberta Transportation, or any successor department or Relevant Authority responsible for roads under Provincial title of ownership; or
 - (iii) is required for purposes of any repair, maintenance or improvement/alteration of any road comprising the Public Properties and such repair, maintenance or improvement/alteration cannot be reasonably completed without such relocation;

provided, however, that the County will exercise reasonable efforts to ensure that the Utility shall not be obliged to relocate any Facilities between October 1 and April 30. However, in cases of emergency, the County may take any measures deemed necessary for public safety with respect to the Facilities that may be required in the circumstances as the County shall determine and the Utility shall reimburse the County for all related expenses thereby incurred.

- (b) If the Utility fails to complete the relocation of any portion of the Facilities, or fails to repair or maintain the Public Properties in accordance with this Schedule, or to perform any other Operation and Maintenance required to be done by the Utility pursuant to this Agreement in a timely and expeditious manner to the satisfaction of the County, the County may, but is not obligated to, at its sole option, complete such relocation, repair and maintenance or Operation and Maintenance. In such event, the Utility shall pay the cost of such relocation, repair and maintenance or Operation and Maintenance to the County, together with an administrative charge of fifteen percent (15%) of such cost.

11. Occupational Health and Safety and Traffic

Subject to designation of an approved contractor or other third party service provider as "prime contractor" as contemplated within Section 5 of this Schedule, the Utility shall be deemed to be the "prime contractor" for all activities by the Utility, its employees, agents or contractors within or upon Public Properties. The Utility shall conform and shall be responsible for the conformance by its officers, employees, agents, contractors and invitees to all health and safety laws including any regulations requiring installing of safety devices or appliances, and any applicable traffic laws or regulations (collectively "Safety Rules"). The County may, on twenty-four (24) hours Notice to the Utility, or sooner, if in the opinion of the County the likelihood of harm to persons is imminent, suspend Operation and Maintenance performed by or on behalf of the Utility on that portion of the Facilities located in, on, under, along or across the lands comprising the Public Properties where there appears to be a lack of compliance with the Safety Rules or because conditions of danger exist that would likely result in injury to any person. Such suspension shall continue until the lack of compliance or danger is eliminated.

12. Utility and Inspection Fees

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- (a) The County shall be entitled to have a representative present prior to, during and following any work upon and lands comprising the Public Properties for purposes of inspecting such work and the undertaking thereof.
- (b) The Utility agrees to pay inspection fees of general application as established by the County to cover the cost of the inspections and related administration costs, as established from time to time under the County's master rates bylaw.

13. County Control, Use and Discretions

The rights, privileges and licenses herein granted to the Utility are strictly limited to the rights, privileges and licenses expressly granted herein. Nothing contained in this Schedule shall be deemed to limit or in any manner prohibit the County or its assigns or licensees from fully using and enjoying any portions of the lands comprising the Public Properties in any lawful manner whatsoever, subject to the rights, privileges and licenses herein granted to the Utility. Notwithstanding the foregoing, the County shall, in exercising or purporting to exercise any right to undertake any repair, maintenance, relocation or other work in respect to or in connection with the Facilities pursuant to this Schedule (or otherwise pursuant to the Agreement including, without limitation, Section 11.4), undertake such repair, maintenance, relocation and other work in accordance with all Applicable Laws and all Regulatory Requirements applicable to the Utility or the County in respect thereto.

14. Limitations of Grants

The grant of access to the lands comprising the Public Properties contemplated within this Schedule shall not restrict the County's rights to use, or allow any Person not a party to this Agreement to use such lands for any purpose, provided that such use will not materially hinder or interfere with the Utility's use in accordance with this Schedule and further provided that the Utility's use is in accordance with the terms and conditions of this Agreement.

15. No Interest

Save and except as otherwise specifically agreed to in writing by the County and the Utility, no use of Public Properties pursuant to this Agreement shall create or vest in the Utility any ownership or other property rights in the Public Properties or any portion thereof (save and except for as agreed upon and documented between the County and the Utility pursuant to specific agreement to that effect), and the Utility shall be and remain a mere licensee of the Public Properties.

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SCHEDULE C-2**OPERATION, MAINTENANCE AND SERVICES**

The following provisions shall apply to the Operation and Maintenance of the Facilities and the delivery of the Services by the Utility:

1. General Operating Requirements

- (a) **Scope of Work** - the Utility shall provide all Services within the Franchise Area 24 hours a day and 365 days each year during the Term, and in so doing, the Utility shall:
 - (i) provide full-time, continuous and effective management of the Facilities at all times;
 - (ii) ensure adequate staffing levels are in place at all times, including adequate supervisory, administrative, customer service, technical, operational and maintenance staff;
 - (iii) supply and ensure the availability of all necessary tools, equipment and transportation facilities; and
 - (iv) exercise Good Industry Practice in operating and maintaining the Facilities, to the extent not contrary to any Applicable Laws, Operating Permits or Regulatory Requirements;
- (b) **Operating Requirements** - the Utility shall, at all times during the Term and subject to the further provisions of this Agreement, accept all requests for the provision of Services within the Franchise Area, and ensure that the quality, designated capacity and system operating parameters required to provide the Services delivered at the Consumer's property line, meet the prescribed standards under all Operating Permits and all Regulatory Requirements, subject always to the Consumer agreeing to pay the Utility's fees, rates and charges related to providing the Services and subject to the availability of capacity. For clarity, in the event of a lack of available capacity, the Utility shall offer, and if acceptable to the Consumer pursue, a servicing proposal that provides for a cost of servicing necessary to facilitate the expansion of capacity that is required, and is otherwise in compliance with the approvals of the AUC;
- (c) **Interruptions** - the Utility shall, at all times during the Term, and subject always to the other provisions of this Agreement, including Schedule C-1, Section 6:
 - (i) ensure that continuous Services are provided by the Facilities within their design capabilities, provided that the Utility may interrupt or cut all the service of any part of the Facilities for such periods of time as it may reasonably require for the purpose of effecting any repairs, maintenance, replacement, upgrading or other work related to the Facilities;
 - (ii) give the County and Consumers prior Notice of any scheduled interruption as soon as is reasonably possible and at least seventy-two (72) hours prior to such interruption, and shall restore Services as soon as reasonably possible. During periods of interruption the Utility may reduce the level, quality or quantity of service provided; however the Utility shall treat all users affected by the

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- interruption fairly, equitably and without preference, subject to any operating constraints then in effect; and
- (iii) keep the County apprised of the relevant circumstances during each interruption of Services and coordinate with the County the repairs, maintenance, replacement, upgrading and other work referred to above, in order to minimize the inconvenience to Consumers;
- (d) **Staffing** - the Utility shall, at all times during the Term:
- (i) employ staff and employees, or subject to the terms of this Agreement engage contractors, experienced in water systems operations and Facilities maintenance procedures to provide the Services; and
- (ii) undertake Operation and Maintenance of the Facilities only under the direct supervision of personnel who possess valid certificates of competency as required by Regulatory Requirements and who maintain continuing education competency certification in accordance with Regulatory Requirements;
- (e) **Maintenance** - the Utility shall, at all times during the Term:
- (i) maintain security systems for all of the Facilities;
- (ii) complete or cause to be completed all required maintenance, repairs, replacements and enhancements to the Facilities. The scheduling of proper service intervals shall be undertaken pursuant to a program developed by the Utility; and
- (iii) keep clean and neat all existing buildings, structures and grounds in which the Facilities are located, provided that, nothing in this Agreement shall obligate the Utility to improve the current condition of any existing buildings, structures and grounds except as required under any capital expenditure program for which the Utility has responsibility, or as required by Applicable Law or Regulatory Requirements;
- (f) **Regulatory Requirements** - comply with all Regulatory Requirements including, but not limited to:
- (i) providing the routine testing and laboratory analyses required by currently existing and future regulations, licenses and Operating Permits;
- (ii) preparing and signing all Provincial regulatory agency-required monitoring and operating reports and submitting them to the proper Provincial agencies and providing copies of such reports to the County;
- (iii) submitting samples to an authorized Provincial regulatory agency in compliance with Regulatory Requirements. All test results shall be kept in a permanent file in the Utility offices on site and shall be available for inspection by the County; and
- (iv) prepare applications for renewal of the Operating Permits as required from time to time including attendance at or preparation for any public hearings relating to such Operating Permits or otherwise relating to the Facilities;

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- (g) **Utility Metering and Account Management:**
 - (i) the Utility will be responsible for the reading of water meters and the monthly (or such other period as the Utility may apply to billing) issuance to Consumers of an itemized bill detailing the previous months water consumption, the applicable monthly service charge and related taxes related to water-related Services, the Franchise Fee and any late or outstanding payments; and
 - (ii) the Utility will be responsible for the collection of all charges billed to Consumers;
- (h) **Operational Plans** - comply with or conform to all operational plans contemplated under and approved pursuant to the provisions of Sections 4, 5, 6 and 7 of this Schedule.

2. Water Distribution and Fire Flows

The Utility agrees that the Facilities shall be sized for domestic flows as defined by all applicable Regulatory Requirements and the standards referenced herein. In the event of a conflict between the Regulatory Requirements and the specific standards required within this Agreement, a standard that is generally applied in the industry in Canada and complies with Applicable Laws shall be adhered to. Without restricting the forgoing, the Utility shall ensure compliance with the following operating and maintenance requirements:

- (a) **Fire Service** – if Hydrants intended to provide for Fire Suppression (it being acknowledged that as of the date of this Agreement, no such Hydrants for Fire Suppression exist) form part of the Facilities at any time, if the County deems it necessary or advisable to connect to fire hydrants or other devices forming part of the Facilities from time to time to combat fire, or for evaluating the operational compliance of the Facilities, or for any other such reason, no charge shall be made to the County or the respective fire department for the connection. Except in the case of an emergency, the County shall give the Utility two (2) Business Days Notice of their intention to make such connection. The Utility may at its discretion meter water flows from hydrants, and impose a unit charge for the water at an appropriate bulk water customer rate to be determined at the time of introduction of Hydrants for Fire Suppression. The rate may be varied by mutual consent from time to time. This does not prohibit the Utility or any governmental entity from charging a private developer for such cost;
- (b) **Distribution Mains** - distribution mains shall be maintained in compliance with the following:
 - (i) Distribution mains shall be designed and maintained in accordance with the County Servicing Standards and applicable guidelines, standards and specifications referenced therein;
 - (ii) Distribution mains shall be continuous (looped) whenever possible, and no more than thirty (30) residential dwelling units or ninety (90) meters dead end section off of main (whichever is less onerous) shall be permitted on an unlooped section of water main;
 - (iii) All dead end mains shall have a flushing hydrant at the end of the main;

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- (iv) Water demands for industrial, commercial, and high-density areas must be analyzed to determine the grid and main size requirements;
 - (v) An air release valve may be required based on the Engineering Consultant's design of the water infrastructure;
 - (vi) The Utility's Engineering Consultant is required to submit proposed disinfection/flushing procedures to the County for review with engineering design drawings. All water lines are to be flushed after streets are constructed and before issuance of building permits. Before being placed into service, the entire distribution system shall be disinfected according to industry standard practices. A flushing hydrant shall be installed at the end of all dead end water mains to facilitate flushing and disinfection of the main;
 - (vii) A water main shall be provided to the boundary of all municipal reserve lots (inclusive of municipal reserves, school reserves, municipal and school reserves, and public utility lots). Stubs to the boundary of a development shall be provided for to accommodate future connections; and
 - (viii) Service connections to residential lots are to be installed 3.5 meters inside the property line. All curb stops for water service connections (control valves to individual lots) shall be located within the adjacent municipal road right of way or an easement area located within six meters of the municipal roadway. Residential water services shall be 20mm or larger as needed. Pressure reducing valves are required where static pressure is greater than 80 psi. It is recommended that the pressure reducing valve be set at 65 psi for residential services.
- (c) **Hydrants** – Hydrants intended to provide for Fire Suppression (it being acknowledged that as of the date of this Agreement, no such Hydrants for Fire Suppression exist) forming part of the Facilities from time to time shall be maintained in compliance with the following:
- (i) **Approvals** – a plan showing all proposed hydrant locations within any subdivision and/or development must be submitted to the County's Emergency Services Department and Engineering Services Department, for review of locations and spacing prior to finalizing the design of the water distribution system;
 - (ii) **Alignment and Placement** – Hydrants should be placed in accordance with the County Servicing Standards; and
 - (iii) **Hydrant Type** – unless otherwise agreed to in writing by the County, Hydrants shall be as specified in the County's Servicing Standards as amended, and all other applicable County Standards and Bylaws as amended.
- (d) **Ponds/Reservoirs** – all raw water pond(s) and/or reservoir(s) forming part of the Facilities or being relied upon by the operation of the Facilities to provide the Services or Additional Services shall be maintained by the Utility at levels appropriate to design and/or natural capacities (including, without restriction, accounting for any and all impacts of infiltration, ordinary drainage and storm drainage into the pond(s) and/or

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reservoir(s)), and in such a manner so as not to endanger property or necessitate modification or addition of municipal improvements or infrastructure by the County.

3. Non-Exclusive Extended Areas

The Parties acknowledge that the applicability of the forgoing to the Non-Exclusive Extended Areas shall be subject always to the terms and conditions under which the extension of the Additional Services to the Non-Exclusive Extended Areas is accepted by the Utility as contemplated within Schedule E-1 (Financial Operations), and subject to the applicable terms and conditions of any County consent and the definition of the Additional Services pursuant to Section 3.2 of this Agreement.

4. Utility Strategy Plan

As soon as reasonably practicable following the Effective Date and in any event not later than One Hundred and Eighty (180) days following the Effective Date unless otherwise agreed to in writing by the Utility and the County, the Utility and the County shall jointly establish a utility strategy plan for the entire Franchise Area which shall be compatible with the applicable statutory and non-statutory plans adopted in the County and consistent with any applicable area structure plan. The utility strategy plan shall be updated by the Utility if new area structure plans are approved or other statutory plans are amended, or the Franchise Area is amended, and otherwise at such other times as may be determined by the Utility. In the event that the Parties are unable to agree upon a utility strategy plan or any material amendment thereto proposed by the Utility, each such material amendment requiring the written approval of the County, the dispute shall be resolved through the Dispute Resolution Procedure.

5. Emergency Response Plan(s)

As soon as reasonably practicable following the Effective Date and in any event not later than Sixty (60) Business Days following the Effective Date unless otherwise agreed to in writing by the Utility and the County, the Utility shall establish an Emergency Response Plan acceptable to the County acting reasonably, that shall be responsible for reactions to all interruptions to or impacts upon the Facilities or the Services provided through the Facilities. In the event that the Parties are unable to agree upon an Emergency Response Plan(s) or any amendment thereto proposed by the Utility, each such amendment requiring the written approval of the County, the dispute shall be resolved through the Dispute Resolution Procedure.

6. Annual Reports

Within sixty (60) days after the close of the Utility's fiscal year, the Utility shall submit to the County a written annual report, in a form acceptable to the County, which shall include the following information for the Franchise Area:

- (a) copy of the annual submission to the AUC and to AEP;
- (b) subject always to limitations imposed upon the Utility respecting the protection of personal information and the protection of privacy, a summary of the previous year's activities in development of the Facilities, including, but not limited to, services begun or discontinued during the reporting year, and the number of Consumers for each class of service (i.e., residential, commercial, institutional, etc.);
- (c) the current three (3) year capital improvement plan consistent with the approved utility strategy plan contemplated by this Schedule and any applicable statutory or non-statutory plans adopted by the County including the applicable area structure plans; and

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- (d) any changes to the Utility' officers, members of its boards of directors, and other principals of the Utility.

7. Copies of Federal and Provincial Reports

The Utility shall, upon request, submit to the County copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by the Utility or its parent corporation(s), to any federal or provincial, regulatory agencies and other government bodies (i.e. AEP reporting) in connection with any application or proceeding of a regulatory nature relating to the Utility or the provision of the Services. The Utility shall not claim confidential, privileged or proprietary rights to such documents unless under federal, provincial, or local law such documents have been determined to be confidential by a Court of competent jurisdiction, or a federal or provincial authority. Subject to the FOIPP Act and PIPA, any such confidential material determined to be exempt from public disclosure shall be retained in confidence by the County and its authorized agents and shall not be made available for public inspection. With respect to all other reports, documents, and notifications provided to any federal or provincial regulatory agency as a routine matter in the course of operating the Facilities, the Utility shall make such documents available to the County upon the County's request.

8. Connections

A summary of connection requests to either party, identifying the number and nature of the requests and their disposition, shall be completed for each six (6) month period and submitted to the County by the tenth (10th) day of the succeeding period.

9. Service Interruptions

A log of all service interruptions shall be maintained and provided to the County quarterly, provided that if there was no service interruption within the previous quarter no reporting is required.

10. Joint Activities

The Parties acknowledge that there are common areas of interest between the Facilities owned by the Utility and the wastewater collection and treatment system owned by the County. The Parties agree to work together on the following activities:

- (a) Water conservation programs; and
- (b) Billing practices and account management.

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SCHEDULE C-3**OPERATING PERMITS**

The Operating Permits include:

1. **Water Licences** – the Water Licences contemplated within Section 4.9(a) this Agreement including, without restriction, the following:

LICENCE/AMENDMENT No.	PRIORITY No.	ANNUAL DIVERSION RATE	NAMED LICENCEE
00198467-01-00	2003-06-10-001	66,608 m ³	Calalta Waterworks Ltd.
0035772-00-00 0035772-00-01 0035772-00-02	1981-04-30-02	104,856 m ³	Calalta Waterworks Ltd.
00034481-00-00 00034481-00-01	1983-12-06-09	7,401 m ³	Springbank Park for all Seasons Agricultural Society (through works of Calalta)
00218496-00-00 00218496-00-01	1985-12-13-001	10,361 m ³	West View Water Supply Ltd. (through works of Calalta)
00221674-00-00	2005-06-30-001	42,000 m ³	B. Stuart Sports Enterprises (Edge School) (through the works of Calalta)
00383026-00-00	1893-10-15-001	111,013 m ³	Bingham Crossing Properties Ltd. (through the works of Calalta)
No. 14502 Interim Licence	1984-10-01-09	33,304 m ³	Rocky View County (through the works of Calalta)

2. **Alberta Utilities Commission** – approval of all rates, tolls and charges of the Utility, and terms of service, by the AUC. The required approval and on-going compliance will be obtained in due course including after the Effective Date of this Agreement.
3. **Approvals and Permits** – issuance of all AEP approvals and operating permits

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applicable to the Facilities as and when required for purposes of the provision of the Services to the Franchise Area and the provision of any Additional Services to the Non-Exclusive Extended Areas, including:

- (a) **Approvals and Permits** – Approval by the Province of Alberta under the Environmental Protection and Enhancement Act (EPEA), R.S.A. 2000, c.E-12, as amended. Approval No.: 1654-03-00, Application No.: 011-164. Effective Date: April 29, 2019. Registration Holder: Calalta Waterworks Ltd. Activity: Construction, operation or reclamation of a waterworks system that serves the area in Rocky View County;
- (b) **Future Stages/Expansions** – amendment of existing AEP approval(s) required under the *Environmental Protection and Enhancement Act*, as amended or replaced from time to time, and/or issuance of new AEP approval(s) required under the *Environmental Protection and Enhancement Act*, as amended or replaced from time to time, so as to allow for the expansions of the Facilities and the provision of the Services to new areas of the Franchise Area (by expansions of the Franchise Area, by subdivision and servicing of portions of the Lands, or otherwise); and
- (c) **Non-Exclusive Extended Areas/Expansions** – amendment of existing AEP approval(s) required under the *Environmental Protection and Enhancement Act*, as amended or replaced from time to time, and/or issuance of new AEP approval(s) required under the *Environmental Protection and Enhancement Act*, as amended or replaced from time to time, so as to allow for the expansions of the Facilities and the provision of the Additional Services to new areas of the Non-Exclusive Extended Areas.

To the extent that any of the foregoing approvals or permits are issued in the name of a Developer (or any other party, as the case may be, including an owner in the case of Non-Exclusive Extended Areas), the amendment, assignment or transfer of the approval or permit to the Utility shall commence no later than the earlier of the transfer of the Facilities governed by the applicable approval or permit to the Utility as contemplated within Section 4.2 of this Agreement, the commencement of Operation and Maintenance of the applicable Facilities by the Utility, or the date upon which such amendment, assignment or transfer is required under the Applicable Laws governing the approval or permit, and shall be completed within a reasonable period following the date of the required commencement of the amendment, assignment or transfer. The Utility shall diligently and continuously pursue any such amendment, assignment or transfer until completed. Notwithstanding the foregoing, any amendment, assignment or transfer required by Applicable Laws governing the approval or permit shall be completed on the date required in accordance with those Applicable Laws.

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SCHEDULE D-1**INSURANCE REQUIREMENTS****A. UTILITY'S CONSTRUCTION INSURANCE****1. All Builders' Risk**

Throughout all periods of new construction undertaken by the Utility (it being acknowledged that as of the date of this Agreement, there is not currently any new construction underway), the Utility will obtain and keep in force or cause to be obtained and kept in force All Risks Course of Construction insurance, which insurance coverage shall:

- (a) include the Utility as the insured, and the County as a loss payee as its interest may appear;
- (b) provide for coverage not less than the insurance required by IBC Forms 4042 and 4047, or their equivalent replacement;
- (c) cover all equipment, materials and supplies to be incorporated into the Facilities on a replacement cost basis where possible;
- (d) include coverage for transit and off-site storage, temporary structures used in the erection of the work prevention of access and off premises power interruption; and
- (e) have a deductible of not more than \$25,000 (or such higher deductible as may be approved by the County, acting reasonably), to be borne by the Utility.

2. Wrap-up Liability

Throughout all periods of new construction undertaken by the Utility (it being acknowledged that as of the date of this Agreement, there is not currently any new construction underway), the Utility will obtain and keep in force or cause to be obtained and kept in force Wrap-up Liability insurance to cover personal injury (including bodily injury and death) and third party property damage resulting from construction, which insurance coverage shall:

- (a) include the Utility as the insured, and the County and the Operator as additional insureds;
- (b) include any Sub-Contractor, any contractor of a Sub-contractor, and any architects, engineers and other professionals engaged in design of the Facilities, as additional insureds;
- (c) be in an amount of not less than \$10,000,000.00 per occurrence, subject to such reasonable sub-limits as are customarily applicable to such insurance;
- (d) provide for coverage not less than the insurance required by IBC Forms 2100 and 2320, or their equivalent replacement;
- (e) include an extension of coverage for twenty-four (24) months after Service Commencement for products and completed operations; and

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- (f) without limiting the foregoing, include coverage, subject to such reasonable sub-limits as are customarily applicable, for:
- (i) independent contractors;
 - (ii) broad form property damage;
 - (iii) completed operations;
 - (iv) blanket contractual liability, including this Agreement;
 - (v) shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading;
 - (vi) employees as additional insureds;
 - (vii) contingent employers' liability;
 - (viii) non-owned automobiles;
 - (ix) sudden and accidental pollution;
 - (x) cross liability;
 - (xi) incidental non-owned aircraft and watercraft, as applicable and if required in connection with the Facilities; and
 - (xii) firefighting expenses.

3. Environmental Liability

Throughout all periods of new construction undertaken by the Utility, to the extent not provided by the insurance required pursuant to Section A.2 above, the Utility shall obtain and keep in force or cause to be obtained and kept in force insurance for sudden and accidental pollution in an amount not less than \$10,000,000.00 on an occurrence basis for pollution arising from the negligence of the Utility.

4. Other Construction Coverage

Throughout all periods of new construction undertaken by the Utility, the Utility will obtain and keep in force or cause to be obtained and kept in force the following:

- (a) Automobile Liability insurance, which insurance coverage shall:
- (i) cover all licensed motor vehicles owned, rented, leased or operated by the Utility, an Operator or Sub-contractor in connection with the performance of the Operation and Maintenance under this Agreement;
 - (ii) cover bodily injury and property damage liability to a limit of no less than \$1,000,000.00 for each occurrence involving bodily injury, death or property damage;

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- (iii) include coverage for third party property damage and bodily injury (including accident benefits) arising out of the use of such automobiles in the performance of the Operation and Maintenance;
- (b) Excess liability insurance with limits not less than \$4,000,000.00 for each occurrence to the extent coverage includes automobile liability outlined above;
- (c) Workers' Compensation coverage for all employees engaged in the performance of the Operation and Maintenance in accordance with the statutory requirements of Alberta; and
- (d) Employers' liability insurance, when applicable, with limits not less than \$5,000,000.00 covering employees engaged in the Operation and Maintenance who are not covered by Workers' Compensation in accordance with the statutory requirements in Alberta.

B. UTILITY'S OTHER INSURANCE

1. Property Coverage

From and after the earlier of commencement of Operation and Maintenance of any of the Facilities or the termination of the All Risks builder's coverage contemplated above, the Utility will obtain and keep in force or cause to be obtained and kept in force All Risks Property insurance covering the Facilities, which insurance coverage shall:

- (a) include the Utility as the insured;
- (b) cover all equipment, materials and supplies to be incorporated into the Facilities on a replacement cost basis;
- (c) boiler and machinery coverage; and
- (d) have a deductible of not more than \$25,000 (or such higher deductible as may be approved by the County, acting reasonably), to be borne by the Utility.

2. Comprehensive General Liability

During the Term, the Utility will obtain and keep in force or cause to be kept in force Comprehensive General Liability insurance covering Operation and Maintenance for personal injury (including bodily injury, death and third party property damage), which insurance coverage shall:

- (a) include the Utility as the insured, and the County and the Operator as additional insureds;
- (b) be in an amount of not less than \$10,000,000.00 per occurrence, subject to such reasonable sub-limits as are customarily applicable to such insurance;
- (c) without limiting the foregoing, include coverage, subject to such reasonable sub-limits as are customarily applicable, for:
 - (i) independent contractors;
 - (ii) broad form property damage;

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- (iii) completed operations;
 - (iv) blanket contractual liability, including this Agreement;
 - (v) employees as additional insureds;
 - (vi) contingent employers' liability;
 - (vii) non-owned automobiles;
 - (viii) sudden and accidental pollution;
 - (ix) cross liability; and
 - (x) firefighting expenses; and
- (d) provide that the coverage shall be the primary coverage, and that any policy maintained by the County shall be excess coverage to this primary policy.

3. Other Operation and Maintenance Coverage

During the Term, the Utility will obtain and keep in force or cause to be obtained and kept in force the following:

- (a) Automobile Liability insurance, which insurance coverage shall:
 - (i) include the County as an additional insured;
 - (ii) cover all licensed motor vehicles owned, rented, leased or operated by the Utility in connection with the performance of Operation and Maintenance under this Agreement;
 - (iii) cover bodily injury and property damage liability to a limit of no less than \$1,000,000.00 for each occurrence involving bodily injury, death or property damage; and
 - (iv) include coverage for third party property damage and bodily injury (including accident benefits) arising out of the use of such automobiles in the performance of Operation and Maintenance;
- (b) Excess liability insurance with limits not less than \$4,000,000.00 for each occurrence to the extent coverage includes automobile liability outlined above;
- (c) Workers' Compensation coverage for all employees engaged in the performance of Operation and Maintenance in accordance with the statutory requirements of Alberta; and
- (d) Employers' liability insurance, when applicable, with limits not less than \$5,000,000.00 covering employees engaged in Operation and Maintenance who are not covered by Workers' Compensation in accordance with the statutory requirements in Alberta.

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4. Environmental Impairment Liability

During the Term, to the extent not provided by the insurance required pursuant to Section B.1 above, the Utility shall obtain and keep in force or cause to be obtained and kept in force insurance for sudden and accidental pollution in an amount not less than \$10,000,000.00 on an occurrence basis for pollution arising from the negligence of the Utility.

C. GENERAL**1. General Terms**

All policies of insurance required under this Schedule will:

- (a) be on terms and conditions which would be obtained by prudent owners and operators of projects of similar scope and magnitude as the Facilities and, in addition to the required inclusions or permitted exclusions for each policy specifically described in this Schedule, include such other inclusions and exclusions as such prudent owner or operator would require or permit;
- (b) to the extent generally available, provide thirty (30) days' notice of termination, cancellation or material change to all named insureds and additional insureds;
- (c) be issued by such reputable and duly qualified insurers rated A.M. Best A- or better, and if a rating from A.M. Best is not available an equivalent rating issued by a rating agency as may be agreed between the parties, and if such agreement cannot be reached, be determined pursuant to the Dispute Resolution Procedure;
- (d) to the extent generally available, be non-contributing with and apply only as primary and not excess to any other insurance available to the County or the County Indemnified Parties; and
- (e) to the extent generally available, provide that such policies of insurance will not be invalidated by reason of any breach or violation of warranties, representations, declarations or conditions contained in the policies.

2. Evidence of Insurance

Upon the issue of and upon every renewal of a policy of insurance, and otherwise upon the written request by the County, the Utility will deliver to the requesting party a certified copy of the policy of insurance, or other satisfactory evidence of adequate insurance. No review or approval of any certificate or policy by either the County or the Utility derogates from or diminishes the respective rights of the County or the Utility under this Agreement.

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SCHEDULE D-2**SECURITY**

The following provisions will apply to the Security required to be provided under this Agreement, and the administration of that Security under this Agreement:

1. Letter of Credit

Subject always to the County's discretions contemplated within this schedule, within thirty (30) days following the date of execution of this Agreement, the Utility shall deliver and deposit with the County, and thereafter maintain, security in the form of an irrevocable letter of credit provided by a chartered bank or the Alberta Treasury Branches in an amount equal to the sum of \$0.00, and the letter of credit shall be upon terms and in form acceptable to the County's solicitor. Notwithstanding the foregoing, the County may, upon direction of Council, increase the amount of the required letter of credit in the event that:

- (a) the letter of credit has been drawn upon by the County in accordance with the provisions of this Agreement twice or more within any calendar year; or
- (b) the letter of credit has been drawn upon by the County in accordance with the provisions of this Agreement, and has not been either replenished or replaced, as the case may be, by the Utility as and when required by the County; or
- (c) the Utility has incurred a liability to the County under this Agreement in an amount in excess of the amount of the letter of credit,

provided that the maximum amount of the letter of credit shall not, in any event, exceed \$150,000.00. The County and the Utility may agree at any time to amend the amount of the letter of credit, or dispense with the requirement for the letter of credit.

2. Term and Renewal

- (a) Any irrevocable letter of credit provided as security by the Utility shall contain a covenant by the issuer thereof that such letter of credit shall automatically be renewed, upon the same terms and conditions, for a further period of One (1) year from the present or any future expiration date thereof; and
- (b) a right on the part of the County to draw upon the full amount of the irrevocable letter of credit, or any portion thereof, in the event that the County has not received a replacement letter, or confirmation of an extension or renewal of the existing letter, at least Sixty (60) days prior to the expiry of the security.

3. Administration

In regards to the Security provided under this Agreement, the following terms and conditions shall apply:

- (a) the Utility's interest in any cash security deposit, irrevocable letter of credit, or other security required or otherwise provided by the Utility to the County pursuant to this Agreement is hereby assigned and pledged to the County as security for the performance

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of the Utility's obligations as contemplated herein (such assignment and pledge to be perfected by possession and/or registration);

- (b) the Utility acknowledges having received a copy of this Agreement, and the security terms contemplated herein, and waives any right it may have to receive a copy of any financing statement or financing change statement in relation hereto;
- (c) notwithstanding any other provision of this Agreement and further, without prejudice to any other right or remedy of the County, the obligation of the County or its solicitor to release any security deposit funds held by it under or in connection with this Agreement (including any cash deposit) is subject to the County's right to deduct or set off any amount which may be due by the Utility to the County or the amount of any claim by the County against the Utility under this Agreement (including, without limitation, the amount of any liquidated damages). Without limitation, if the Utility is in breach or default of any provision of this Agreement or of any provision of any contract with any project manager(s), subcontractor or supplier, and, after receiving Notice thereof, the Utility does not promptly remedy such default or breach or commence and diligently prosecute the remedy of such breach or default, the County may (but shall not be obligated to) take any measures it considers reasonably necessary to remedy such default or breach and any costs or liabilities incurred by the County in respect thereof may be deducted from or set off against any amount(s) to be paid or released to the Utility under this Agreement. This provision shall survive the termination of this Agreement for any reason whatsoever; and
- (d) the County may from time to time draw down upon the letter of credit and apply the proceeds thereof in payment of any amounts due and owing to the County by the Utility but unpaid.

4. Expiration

In the event that the irrevocable letter of credit shall expire prior to the date for release of the security under this Agreement, and the Utility has failed to provide a replacement letter of credit or evidence of renewal satisfactory to the County not less than thirty (30) days prior to that expiration date, the County may draw upon all or any portion of the security and hold or apply the proceeds in the same manner as a cash security deposit.

5. Reductions

The amount of the Security to be provided by the Utility to the County may, in the sole and absolute discretion of the County, be reduced:

- (a) in recognition of prior years of operation, maintenance, and delivery of water serviced by the Utility; and/or
- (b) on application by the Utility upon the Utility having a default-free, claim-free, complaint-free, and incident-free record for Operation and Maintenance and the provision of the Services for a period of no less than twenty-four (24) consecutive months;

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provided however that the County shall have the option and discretion to require that the level of security return that the level otherwise required under this Agreement in the event that the forgoing record for the Utility changes.

6. Cash

In the event that the County has negotiated or called upon the security to be deposited by the Utility with the County, the County may, at its option and discretion, use any funds thereby obtained in any manner the County deems fit to discharge the obligations of the Utility pursuant to this Agreement.

7. No Limitations

The security requirement contained within this Schedule and provided by the Utility is without prejudice to the Utility's responsibility under this Agreement. Nothing shall prevent the County from demanding payment or performance by the Utility in excess of the required Security, and without having to call upon or otherwise exhaust its remedies in respect of the required Security prior to making such demand.

8. Return of Security

Within Ninety (90) days following the expiration or earlier termination of this Agreement, the County shall return the letter of credit and any proceeds from any drawing thereunder, subject to the provisions of this Schedule, and to the extent not applied by the County in accordance with this Agreement.

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SCHEDULE D-3**CONDUCT OF THIRD PARTY CLAIMS**

The following provisions will apply to the conduct of Claims made by a third person against a Party having, or claiming to have, the benefit of an indemnity under this Agreement:

1. The Party having, or claiming to have, the benefit of the indemnity is referred to as the **"Beneficiary"** and the Party from whom the indemnity is sought is referred to as the **"Indemnifier"**.
2. Subject to the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement, the following provisions shall apply to all such Claims:
 - (a) If the Beneficiary receives any notice, demand, letter or other document concerning any Claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Agreement, the Beneficiary will give Notice to the Indemnifier as soon as reasonably practicable and in any event within ten (10) days of receipt thereof.
 - (b) Subject to Sections 2(d), 2(e) and 2(f), of this Schedule on the giving of a Notice by the Beneficiary pursuant to Section 2(a) of this Schedule, if it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not less than all) of the liability arising out of the Claim, the Indemnifier will be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defense, dispute, compromise, or appeal of the Claim and of any incidental negotiations. The Beneficiary will give the Indemnifier all reasonable cooperation, access and assistance for the purposes of considering and resisting such Claim.
 - (c) In defending any Claim described in Section 2(b) of this Schedule in which there is a conflict of interest between the Indemnifier and the Beneficiary, the Beneficiary may appoint independent legal counsel in respect of such Claim and, if it is determined that the Beneficiary is entitled to indemnification by the Indemnifier, all reasonable costs and expenses incurred by the Beneficiary in so doing will be included in the indemnity from the indemnifier.
 - (d) With respect to any Claim conducted by the Indemnifier pursuant to Section 2(b) of this Schedule:
 - (i) the Indemnifier will keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;
 - (ii) the Indemnifier shall not bring the name or reputation of the Beneficiary into disrepute;
 - (iii) the Indemnifier will not pay, compromise or settle such Claim without the prior consent of the Beneficiary;

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- (iv) the Indemnifier shall not admit liability or fault to any third party without the prior consent of the Beneficiary; and
 - (v) the Indemnifier shall use all reasonable efforts to have the Beneficiary named as a beneficiary under any release given by the Persons bringing the Claim to which these provisions relate.
- (e) The Beneficiary may take conduct of any defense, dispute, compromise or appeal of the Claim and of any incidental negotiations if:
- (i) the Indemnifier is not entitled to take conduct of the Claim in accordance with Section 2(b) of this Schedule;
 - (ii) the Indemnifier fails to notify the Beneficiary of its intention to take conduct of the relevant Claim within twenty (20) Business Days of the Notice from the Beneficiary under Section 2(a) of this Schedule or notifies the Beneficiary that it does not intend to take conduct of the Claim; or
 - (iii) the Indemnifier fails to comply in any material respect with the provisions of Section 2(d) of this Schedule.

In the case of Section 2(e)(iii), of this Schedule, the Beneficiary may pay or settle any Claim on such terms as it thinks fit (provided such settlement is in monetary terms only) and without prejudice to its rights and remedies under this Agreement. Otherwise the Beneficiary will not pay or settle such Claims without the prior consent of the Indemnifier.

- (f) The Beneficiary may at any time give Notice to the Indemnifier that it is retaining or taking over, as the case may be, the conduct of any defense, dispute, compromise, settlement or appeal of any Claim, or of any incidental negotiations, to which Section 2(e) above of this Schedule applies. On receipt of such Notice the Indemnifier will promptly take all steps necessary to transfer the conduct of such Claim to the Beneficiary, and will provide to the Beneficiary all relevant documentation and all reasonable cooperation, access and assistance for the purpose of considering and resisting such Claim. If the Beneficiary gives any Notice pursuant to this Section 2(f), the Indemnifier will not thereby be released from its obligation to indemnify the Beneficiary pursuant to this Article.
- (g) If the Indemnifier pays to the Beneficiary an amount in respect of any indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim under the indemnity, the Beneficiary will forthwith repay to the Indemnifier the lesser of:
- (i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering such sum; and
 - (ii) the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity;

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provided that there will be no obligation on the Beneficiary to pursue such recovery and that the Indemnifier will be repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Indemnifier exceeds any Direct Loss sustained by the Beneficiary.

- (h) Any Person taking any of the steps contemplated by this Schedule shall comply with the requirements of every insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement.
- (i) To the extent that an Indemnifier has fulfilled its indemnity obligations pursuant to this Schedule, the Indemnifier shall be subrogated to all rights and claims of the Beneficiary who the Indemnifier has indemnified, and shall be entitled to exercise all remedies available to such Indemnifier.
- (j) In response to any Claim of infringement or alleged infringement of the Intellectual Property rights of any Person, the Utility may satisfy its indemnity obligations hereunder by replacing the infringing or allegedly infringing part of the Facilities comprising each portion of the Facilities provided that:
 - (i) the replacement is performed without additional cost to the County; and
 - (ii) the replacement has at least equal quality performance capabilities when used in conjunction with the Facilities comprising each portion of the Facilities.

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E-1

SCHEDULE E-1**FINANCIAL OPERATIONS**

The following provisions will apply to the conduct of financial operations of the Utility in relation to the Facilities and the Services under this Agreement:

1. Setting of Rates and Charges

Rates and charges charged to a Consumer for the right to receive Services (including connection fees) by or through all or any portion of the Facilities shall be set or otherwise approved by the AUC. The Parties agree that the County may apply for intervener status with the AUC, or otherwise directly or indirectly make written or oral submissions to the AUC, respecting any application for approval of rates and charges and any changes or increases thereto.

2. Utility's Responsibility for Costs of Operation and Maintenance

Notwithstanding the setting or approval of rates and charges by the AUC, and the typical or actual process and approach applied by the AUC to cost of service and cost recoveries, the Utility acknowledges and agrees that nothing contained within this Schedule shall be interpreted as a limit to, or restriction upon the obligations and liabilities of the Utility under this Agreement including, without restricting the foregoing, the Utility's obligations to remedy any default on the part of the Utility under this Agreement (it being acknowledged by the Utility that the costs and expenses incurred by the Utility in remedying such default may not be a cost and expense that the Utility can recover from the rates and charges payable by Consumers).

3. Conditions to New Services and/or Expansions

The obligations of the Utility to provide the Services within areas of the Franchise Area not already serviced by the Utility shall in each case be subject to the following respective conditions:

- (a) **Stages of Facilities** – with respect to stages of any new subdivisions and/or developments approved by the County, the extension of Services to, and the assumption of any facilities and systems within, the Franchise Area, the Utility's obligation under this Agreement to provide such Services shall be subject to:
 - (i) the Utility approving the plans and specifications for all new additions to the Facilities necessary to provide the Services to each subdivision or development;
 - (ii) such new additions to the Facilities being completed in accordance with the plans and specifications approved by the Utility;
 - (iii) Acceptance of the Facilities by the County; and
 - (iv) the new additions to the Facilities being transferred to the Utility at no cost, forming part of No-Cost Capital, as contemplated under the respective Development Agreement;

it being agreed that the Utility shall make all reasonable efforts to provide the requested approval (or reasons for the refusal to provide such approval) in writing within thirty (30)

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days following the Utility's receipt of such plans and specifications for additions to the to the Facilities;

- (b) **Non-Exclusive Extended Areas** – without limitation to Section 3.2 of this Agreement, with respect to the extension of Services to, and the assumption of any facilities and systems within, the Non-Exclusive Extended Areas, such extension and assumption shall be subject to:
 - (i) the Utility obtaining terms of service with the applicable Consumers on terms and conditions satisfactory to the Utility in its sole discretion, but subject always to the requirements set forth in Schedule B-5 (Non-Exclusive Extended Areas and Additional Services) and to the jurisdiction of the AUC, as applicable;
 - (ii) the Utility reaching financial or other arrangements with the owners of the lands contained within the applicable portion of the Non-Exclusive Extended Areas for the:
 - (A) transfer to and assumption by the Utility of existing local services used to service the lands contained within the portion of the Non-Exclusive Extended Areas, if any and where applicable;
 - (B) payment of the cost of constructing and installing all upgrades to existing local services to be transferred to and assumed by the Utility, if any and where applicable; and
 - (C) payment of the cost of constructing and installing all new additions and extensions to the Facilities, if any and where applicable;

which may be required in order to provide the Additional Services to the applicable portion of the Non-Exclusive Extended Areas in accordance with the requirements of this Agreement, it being agreed that the Utility shall be entitled to be satisfied in its sole discretion with such financial or other arrangements and matters related thereto;

- (c) **Water Allocations** – the Utility reaching satisfactory arrangements with the Developer of Lands, or with the owners of the lands contained within the applicable portion of the Non-Exclusive Extended Areas, for temporary and permanent transfer of water allocation under water license(s) issued under the *Water Act* so as to permanently dedicate such amount of raw water required for the Utility to provide the Services to the applicable Stage or Non-Exclusive Extended Areas (such dedication, payment or arrangement to ensure the acquisition of the corresponding allocation at no cost to the Utility so as to form no cost capital of the utility);
- (d) **Utility Funded Expansions** – with respect to any portions of the Franchise Area that the Utility chooses to service through expansion of the Facilities other than through the above processes, the provision of the Services shall be subject to the Utility entering into terms of service and agreements to pay rates, tolls or charges for the Services, as may be mandated or otherwise approved from time to time by the AUC.

The County reserves the right to deal with the Utility for and on behalf of any Developer, as part of the exercise of the County's concurrent subdivision and/or approval authority jurisdiction and

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discretions under the MGA. The Utility's obligations are also subject to the availability of raw water resource in such amounts, in such locations, and subject to such license conditions and terms of access, which are reasonably necessary to permit delivery of the Services, it being agreed that the Utility shall be entitled to be satisfied in its sole discretion with such arrangements and matters related thereto; and

4. New Additions to Facilities

The Utility and the County shall consult and cooperate with each other and the affected Developers or owners of Lands within the Franchise Area and the Non-Exclusive Extended Areas, where applicable, in each case respecting the requirements for servicing new such portions of the Franchise Area or the Non-Exclusive Extended Areas, and negotiate in good faith so as to jointly establish:

- (a) **Development Agreement Terms** – the terms and provisions of the Development Agreements in order to account for or otherwise facilitate the performance of the provisions of this Schedule including, without restriction, the establishment of:
 - (i) the length of warranty periods under Development Agreements;
 - (ii) the security required from Developers during the applicable warranty periods under the Development Agreements;
 - (iii) the process for issuance of construction completion certificates under Development Agreements for the purposes of Acceptance of new additions to the Facilities;
 - (iv) the process for issuance of final acceptance certificates under Development Agreements for the purposes of terminating the applicable warranty periods;
 - (v) the coordination and timing of inspections throughout construction of any works by Developers which are to be transferred to the Utility and form part of the Facilities;
 - (vi) the process for the transfer and conveyance to the Utility of the works to form part of the Facilities and the determination, where required, or the cost of construction of such works; and
 - (vii) where applicable and approved by the County, the mechanism by which the Utility may enforce or otherwise receive the benefit of the warranty obligations of Developers under the Development Agreements;
- (b) **Designs and Specifications** - designs and specifications, and/or standards to be applied in respect thereof, for upgrades to existing services, and new extensions or additions to the Facilities, which are to be constructed and installed by or on behalf of Developers and/or owners of lands within portions of the Franchise Area or the Non-Exclusive Extended Areas to facilitate the provision of the Services or Additional Services, as the case may be, to the Franchise Area or the Non-Exclusive Extended Areas by the Utility; and

Cost Contribution/Connection Fees - the cost contributions and/or connection fees to be paid by Developers and/or owners as conditions of their approval or permits, to fund the Utility to undertake and

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complete the construction and installation of the new extensions or additions to the Facilities required to service the portion of the Franchise Area or the Non-Exclusive Extended Areas proposed to be serviced by the Utility.

5. Dispute/Determination

In the event that the participants are unable to reach agreement as to any the forgoing requirements respecting new extensions or additions to the Facilities within Section 3 or 4 above so as to facilitate the provision of Services to any new subdivision and/or development or existing development:

- (a) the County may apply to the AUC for such order or direction as the AUC may deem necessary or warranted; or
- (b) in the absence of such application, the dispute preventing the completion of all arrangements necessary to facilitate the provision of Services to the new subdivision and/or development may be determined by the AUC, which determination shall be final and binding upon the Parties.

6. Waiver/Release for Minor Servicing

The Utility and the County may, by agreement in writing, agree to waive the rights of exclusivity and release the obligations to service with respect to:

- (a) the servicing of minor subdivisions or developments within the Franchise Area; or
- (b) minor extensions or expansions of services within the Franchise Area by service providers located outside of the Franchise Area;

where it is determined by the Parties to not be economically feasible for the Utility to deliver the Services. Unless otherwise agreed to by the Parties, the Lands serviced under such agreement(s) shall thereupon form part of the Excluded Areas.

7. Financial Records and Tracking

The Utility shall maintain such adequate records of all costs incurred in its operation and the delivery of the Services as may be required by, or may be reasonably necessary to satisfy the requirements of, the AUC for the purposes of establishing cost of service and all rates and charges to be imposed by the Utility, and as is required for purposes of Schedule E-2 (Transfer and Transition Procedures). Without restricting the foregoing, the Utility shall maintain records of:

- (a) any and all contributions, connection fees, capital contributions, or other consideration or payment made to the Utility by any developer/owner of any Lands within the Franchise Area or any properties located within the Non-Exclusive Extended Areas;
- (b) the cost of any and all contributions of new additions to the Facilities provided to the Utility by any developer/owner of any Lands within the Franchise Area or any properties located within the Non-Exclusive Extended Areas;
- (c) the cost of any and all contributions of new additions to the Facilities by the County or any other party for, on behalf of, or at the direction of the County; and

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- (d) the Net Book Value and No-Cost Capital of all portions of the Facilities including new extensions, additions or upgrades to the Facilities performed by the Utility at the Utility's cost;

in each case calculated and maintained in accordance with IFRS and, in priority thereto, any principles generally or specifically accepted and applied by the AUC for the purposes of tracking No-Cost Capital, cost of service, and return on equity.

8. Alberta Utilities Commission Jurisdiction

The foregoing is in addition to any and all obligations owed from time to time by the Utility to the AUC, and shall not derogate from, limit, restrict, replace or in any manner displace, the lawful jurisdiction, discretion, requirements or directions of the AUC.

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SCHEDULE E-2**TRANSFER AND TRANSITION PROCEDURES****A. TRANSFER PROCEDURES****1. Determination of Purchase Price Payable by County**

Unless otherwise agreed to by the Parties in writing, the consideration payable by the County to the Utility upon any transfer of the Facilities to the County shall be determined on the following basis:

- (a) in accordance with Section 2 below upon the:
 - (i) expiration of the initial twenty (20) year Term of this Agreement, provided that no renewal or extension has been agreed to, as contemplated within Section 3.9(a) of this Agreement; or
 - (ii) the termination of this Agreement as contemplated within Section 3.10(b) of this Agreement;
- (b) in accordance with Section 3 below where neither Section 1(a)(i) or (ii) above applies.

2. Purchase Price – Acquisition Upon Expiration/Termination of Initial Term

The purchase price for the Facilities to be determined pursuant to Section 1(a) above shall be determined by negotiations between the Parties, each acting in good faith, and in the event that the Parties cannot agree either Party may refer the matter to the AUC as contemplated under Section 47 of the MGA. For clarity, and for the purposes of calculation and negotiation, the price shall exclude any value associated with:

- (a) shall exclude any value associated with:
- (b) all Water Licences and corresponding water allocations transferred to the Utility at no cost;
- (c) all Facilities transferred by the County, or a Developer as required by the County, to the Utility at no cost, and No-Cost Capital;
- (d) all rights of way, easements, or other land dedications by Developers at no cost to the Utility; and
- (e) all rights and privileges granted under this Agreement;

from time to time forming part of the Facilities, subject always to the deductions and adjustment provided within Section 4 below.

3. Purchase Price – Other Acquisitions

The purchase price for the Facilities to be determined pursuant to Section 1(b) above shall be in accordance with the agreement reached between the County and the Utility:

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- (a) in the case of a purchase pursuant to Section 3.12 of this Agreement; or
- (b) in the case of any other negotiated arrangement outside of the provisions of this Agreement.

4. Adjustments

The purchase price for the Facilities shall in each case be subject to the following deductions and adjustments, which shall be set-off against such purchase price (without duplication):

- (a) all Direct Losses suffered by the County or the Utility as a result of the non-performance of any and all obligations to be performed by the opposite Party under this Agreement including:
 - (i) any failure to insure the Facilities, or provide proceeds of insurance received by the Utility, in respect of any loss of or damage to the Facilities; and
 - (ii) repair of uninsured damage to the Facilities (normal wear and tear excluded);
- (b) without restricting the foregoing, in the case of the purchase by the County due to the exercise of the right to purchase upon a termination of this Agreement due to default, all Direct Losses reasonably incurred or sustained by the County by reason of the termination of this Agreement, including the cost of:
 - (i) assuming operation of the Facilities; and
 - (ii) putting the Facilities into the condition in which they are required to be maintained and operated in accordance with the terms of this Agreement at the time of termination; and
- (c) any amount which either Party is otherwise entitled to set off or deduct pursuant to any other provisions contained within this Agreement.

5. Dispute/Determination

- (a) In the event of a dispute respecting the settlement of the consideration payable by the County for the Facilities, or the terms under which the Facilities will be transferred which has not been resolved through the negotiation and mediation procedures of Schedule F-2 (Dispute Resolution Procedure) (provided that the arbitration procedure of Schedule F-2 shall not apply to such dispute, subject to paragraph (b) below), the matters in dispute, subject to paragraph (b) below, shall be determined by the AUC in accordance with Section 47(4) of the MGA. The order or written direction of the AUC shall be final and binding upon the Parties as to the matter in dispute and falling within the jurisdiction of the AUC.
- (b) In the event of a dispute respecting the settlement of the purchase price for the Facilities payable by the County or the terms under which the Facilities will be transferred which the AUC has refused or lacks jurisdiction to determine in whole or in part, such dispute shall be submitted for resolution pursuant to the arbitration procedure of Schedule F-2

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(Dispute Resolution Procedure), it being agreed by the Parties that the arbitral decision shall be final and binding upon the Parties as to such matters in dispute.

B. TERMINATION AND TRANSITIONAL PROCEDURES

1. Continuing Performance

The County and the Utility shall continue to perform their respective obligations under this Agreement (including this Schedule), notwithstanding the giving of any notice of default or notice of termination, until the Termination Date.

2. Transfer of Assets, Contracts, etc.

No later than the Termination Date:

- (a) in so far as title to any such assets or rights is in the name of the Utility and any transfer will be necessary to fully and effectively transfer property, the Utility will transfer to, and there will vest in, the County (or such other Person as may be appointed or designated by the County) free from all financial encumbrances and encumbrances in respect of leases and other encumbrances, liens and interests which the County has agreed, acting reasonably, to assume:
 - (i) all fee simple, leasehold interest and other interests in real property including, without limitation, easements, and utility rights of way, comprising the Facilities, subject to the assumption by the County of all liabilities and obligations in respect thereto;
 - (ii) the Facilities, including such part of the Facilities as has been constructed on or has become affixed to the Public Properties and the Utility's interest (if any) in any portion of the Facilities that have been decommissioned by the Utility and abandoned in place in accordance with Applicable Laws;
 - (iii) all construction materials on-hand to be affixed to the lands comprising the Public Properties or otherwise used in the Facilities; and
 - (iv) all equipment and chattels used in connection with the Operation and Maintenance or the provision of the Services, in each case owned or leased by the Utility;
- (b) the Utility will, at the County's sole option, cause each contract and agreement (save and except agreements with an Operator which shall be subject to the provisions of paragraph (c) below) entered into or assumed by the Utility in connection with the construction of the Facilities, the Operation and Maintenance, or the provision of the Services to be novated or assigned to the County, subject to:
 - (i) the assumption by the County of all liabilities and obligations under such contract and agreement to be so novated or assigned; and

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- (ii) the consent of any third party to such contract or agreement to such novation or assignment, where such consent is required pursuant to the terms of such contract or agreement;
- (c) if the County so elects, the Utility will cause any agreement with an Operator in respect of the Operation and Maintenance to be novated or assigned to the County, subject to:
 - (i) the assumption by the County of all liabilities and obligations under any agreement to be so novated or assigned on a go forward basis; and
 - (ii) the consent of the Operator to any such novation or assignment, where such consent is required pursuant to the terms of such agreement;
- (d) the Utility will deliver to the County (to the extent not already delivered to the County):
 - (i) all existing designs, plans and other documents produced in connection with the Facilities and in the control of the Utility (provided that the Utility may retain one copy of all such materials);
 - (ii) one (1) complete set of existing "as built drawings" showing all alterations made to the Facilities since the commencement of operation of the Facilities; and
 - (iii) one (1) complete set of existing up to date maintenance, operation and training manuals for the Facilities,subject to reasonable generally applicable third party licensing terms;
- (e) the Utility will ensure that the benefit of existing Intellectual Property and all warranties in respect of mechanical and electrical plant and equipment, used or made available by the Utility under this Agreement and included in the Facilities but not previously assigned or licensed to the County are assigned, licensed or otherwise transferred to the County;
- (f) to the extent held by the Utility and permitted by Applicable Laws, the Utility will assign to the County (or such other Person as may be appointed or designated by the County) all Operating Permits;
- (g) the Utility will deliver to the County all records required to be kept by the Utility under this Agreement (the Utility having the right to retain copies thereof) unless such documents are:
 - (i) required by Applicable Laws to be retained by the Utility or an Operator or Sub-Contractor, in which case complete copies will be delivered to the County; or
 - (ii) privileged from production pending resolution of any outstanding Dispute, in which case such records will be delivered forthwith upon resolution of such Dispute, provided that any records that are necessary for Operation and Maintenance will be delivered to the County no later than the Termination Date;

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- (h) to the extent not previously delivered to the County, the Utility will deliver to the County's Representative:
 - (i) all keys, access codes or other devices required to operate the Facilities;
 - (ii) any Intellectual Property required to be delivered by the Utility pursuant to Schedule F-1 (Intellectual Property); and
- (i) the Utility shall, at its sole cost, terminate and fully compensate all of the Utility's employees utilized in respect of the Facilities as of the Termination Date, or otherwise reallocate such employees to other projects.

3. Provision in Sub-contracts

The Utility will ensure that provision is made in all applicable agreements with any Operator or Sub-Contractors to ensure that the County will be in a position to exercise its rights, and the Utility will be in a position to comply with its obligations, under this Schedule without additional payment or compensation by the County to any Person except as expressly provided for herein.

4. Transitional Arrangements

The Utility will:

- (a) on request by the County and on payment of the Utility's reasonable costs (including both reasonable out-of-pocket expenses and reasonable internal costs) by the County, for a period not to exceed three (3) months after the Termination Date, co-operate fully with the County and any successor providing to the County services in the nature of any of the Operation and Maintenance or any part of the Operation and Maintenance, in order to achieve a smooth transfer of the manner in which the County obtains services in the nature of the Operation and Maintenance and to avoid or mitigate in so far as reasonably practicable any inconvenience or any risk to the health and safety of the employees of the County and members of the public;
- (b) as soon as practicable following the Termination Date, remove from the Public Properties all property of the Utility (if any) not acquired by the County pursuant to this Schedule (or not otherwise belonging to the County) and if it has not done so within sixty (60) days after any Notice from the County requiring it to do so the County may (without being responsible for any loss, damage, costs or expenses) remove and sell any such property and will hold any proceeds, less all costs incurred, to the credit of the Utility; and
- (c) as soon as practicable after the Termination Date, vacate the Public Properties (for greater certainty, without removing any portion of the Facilities) and will leave the Public Properties and the Facilities in a fully operational, safe, clean and orderly condition.

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SCHEDULE F-1**INTELLECTUAL PROPERTY****1. Defined Terms**

In this Schedule, in addition to the terms defined elsewhere in this Agreement:

- (a) **"Off The Shelf Software"** means software generally available through commercial suppliers on standard terms and conditions; and
- (b) **"use"**, in respect of Intellectual Property, will include acts of copying, executing, processing and translating the material in question and incorporating such material with other materials:
 - (i) by the Utility, solely for the purposes of Operation and Maintenance pursuant to this Agreement; and
 - (ii) by the County, for the purposes of Operation and Maintenance of the Facilities, or the operation and maintenance of any other facilities, system or works of the County incorporating the Facilities or otherwise, from and after the Termination Date;

and the term "right to use" will be construed accordingly.

2. Third Party Intellectual Property

The Utility will not use in the performance of this Agreement or incorporate into the Facilities comprising each portion of the Facilities any Intellectual Property which is subject to the rights of, or claims that, to the extent that the Utility has knowledge, have been made by, any Person that conflict with the use of such Intellectual Property for the purposes contemplated within this Agreement unless the Utility has entered into agreements with such Person licensing to the Utility the right to use such Intellectual Property or the Utility is actively defending against such claim in good faith.

3. Intellectual Property Licenses

Except for Off The Shelf Software, the Utility will ensure that all licenses for the use of Facilities Intellectual Property which the Utility obtains from any Person and incorporates in the Facilities comprising each portion of the Facilities will:

- (a) be non-exclusive;
- (b) be on payment terms no less favourable than those offered to similar licensees in the usual distribution practices of such third party licensor or, in the case of Intellectual Property licensed from an Affiliate of the Utility, on commercially reasonable terms; and
- (c) subject to the terms of each license, permit the use of the Facilities Intellectual Property for the purpose of Operation and Maintenance.

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4. Facilities Data and Facilities Intellectual Property Rights

Subject to the further provisions of this Schedule, the Utility will:

- (a) ensure that any third party license agreements respecting Confidential Information, Facilities Data, Facilities Intellectual Property (other than Off The Shelf Software) and ownership rights of the Utility therein, if any, will be fully transferable to the County or its nominees without transfer cost, so as to provide to the County the right use same after the Termination Date;
- (b) obtain all necessary licenses, permissions and consents, and take all requisite actions, to permit the Utility to transfer its rights in any Confidential Information, Facilities Data and Facilities Intellectual Property (other than Off The Shelf Software) to the County as required by this Agreement, so as to allow the County the right to use same after the Termination Date;
- (c) with respect to third party licenses to be transferred to the County pursuant to this Agreement, ensure that there are no restrictions under third party license agreements on the County's ability to use the transferred rights in respect of Confidential Information, Facilities Data and any Facilities Intellectual Property (other than Off The Shelf Software) after the Termination Date, subject to:
 - (i) payment by the County after the Termination Date of any reasonable maintenance, support or similar ongoing fees consistent with those which the Utility was required to pay to the arms-length third party licensor prior to the Termination Date; and
 - (ii) commercially reasonable industry standard licensing restrictions such as confidentiality and restrictions on re-sale;
- (d) on the Termination Date, to the extent it has any rights, transfer or cause the transfer of its rights under any third party license agreements and its rights as owner of such Confidential Information, Facilities Data and Facilities Intellectual Property (other than Off The Shelf Software), to the County or its nominee to the extent necessary so as to provide the right to use same after the Termination Date; and
- (e) at the County's request, to the extent the Utility Has Knowledge, identify all Off The Shelf Software which is included in the Facilities Intellectual Property.

5. Utility's Proprietary Information

The Utility shall not be obliged to transfer to the County rights in respect of:

- (a) Confidential Information or Intellectual Property that is proprietary to the Utility, an Operator or Sub-contractor that is not required for Operation and Maintenance; or
- (b) software which is generally used for the design and planning of projects similar to the Facilities comprising each portion of the Facilities including software for computer aided drafting and project management.

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6. Infringement

The Utility will:

- (a) to the extent reasonably possible, avoid infringing the Intellectual Property rights of any Person during the performance of the Operation and Maintenance or otherwise in connection with the Facilities; and
- (b) promptly use reasonable commercial efforts to resolve any Claim of infringement made in respect of any Facilities Intellectual Property.

7. Limitation on Acceptance by the County

The County's acceptance of any aspect of the Facilities, including the design of the Facilities, the Equipment or any materials which the Utility supplies to the Facilities, will not be construed to relieve the Utility of any obligation under this Agreement.

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SCHEDULE F-2**DISPUTE RESOLUTION PROCEDURE****1. Definitions**

In this Schedule, in addition to terms defined elsewhere in this Agreement, the following words and phrases have the following meanings:

- (a) **"Approved Arbitrators"** means a list of pre-approved arbitrators agreed upon by the Parties and which may be revised and/or updated by the mutual agreement of the Parties from time to time (for clarification, Approved Arbitrators may include reference to a group of practitioners, or a firm or corporation engaged in the business of providing Arbitration services);
- (b) **"Approved Mediators"** means a list of pre-approved mediators agreed upon by the Parties and which may be revised and/or updated by the mutual agreement of the Parties from time to time (for clarification, Approved Mediators may include reference to a group of practitioners, or a firm or corporation engaged in the business of providing Mediation services);
- (c) **"Arbitrator"** means the individual appointed to act as such to resolve any Dispute;
- (d) **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
- (e) **"Disclosed Information"** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
- (f) **"Mediation"** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
- (g) **"Mediator"** means the individual appointed to facilitate the resolution of a Dispute between the Parties; and
- (h) **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute, who holds a senior position with a Party and who has full authority to settle a Dispute (and, for greater certainty, shall not be either the County's Representative or the Utility's Representative under this Agreement).

2. Principles of Dispute Resolution

The County and the Utility acknowledge and agree that:

- (a) in any business relationship a difference of opinion or interpretation or a divergence of interest may arise;
- (b) the County and the Utility are committed to resolving any disputes in a non-adversarial, informal and cost efficient manner;

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- (c) the following Dispute Resolution Procedure shall apply in respect of Disputes which are either referred by the mutual agreement of the Parties to, or are specifically required by the terms of this Agreement to be resolved in accordance with, the Dispute Resolution Procedure; and
- (d) the Parties shall make all reasonable efforts to resolve all Disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations as further contemplated within this Schedule.

3. Dispute Process

In the event of any Dispute to which the Dispute Resolution Procedure applies pursuant to Section 2(c) of this Schedule, the Parties agree that they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) first, by negotiation;
- (b) second, by way of Mediation; and
- (c) third, if agreed to mutually by the parties, by Arbitration.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the Parties within this Agreement. For clarity, the elevation of any Disputes to Arbitration shall exclude Disputes for which the AUC has final jurisdiction and final determination over, in which instances in the event that Mediation does not resolve a Dispute, the determination of the Dispute by the AUC shall apply instead of Arbitration as otherwise contemplated within this Agreement.

4. Negotiation

A Party may give Notice ("Dispute Notice") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of the appointment of a Representative by each Party, the negotiation shall be deemed to have failed.

5. Mediation

- (a) If the Representatives cannot resolve the Dispute through negotiation within the thirty (30) day period provided for in Section 4 above, then either Party may within ten (10) days following such thirty (30) day period (but not thereafter) provide the other Party with a Notice ("Mediation Notice") specifying:
 - (i) the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated; and
 - (ii) the nomination of an individual from the list of Approved Mediators to act as the Mediator.
- (b) The Parties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a Mediator from the list of Approved Mediators (unless the Approved

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Mediators are unwilling or unable to accept the appointment, or there are no Approved Mediators that have been pre-approved by the Parties, in which case the Parties may jointly nominate or agree upon a Mediator from outside of the list of Approved Mediators).

- (c) Where a Mediator is appointed, the Parties shall submit in writing their Dispute to the Mediator, and afford to the Mediator access to all records, documents and information the Mediator may reasonably request. The Parties shall meet with the Mediator at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their Dispute. All proceedings involving a Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between the Parties.
- (d) In the event that:
 - (i) the Parties do not jointly nominate or agree on the appointment of a Mediator with thirty (30) days of the Mediation Notice;
 - (ii) the Mediation is not completed within thirty (30) days after the appointment of the Mediator; or
 - (iii) the Dispute has not been resolved within sixty (60) days from the date of receipt of the Mediation Notice;

either Party may by Notice to the other withdraw from the Mediation process and in such event the Dispute shall be deemed to have failed to be resolved by Mediation.

6. Arbitration

- (a) If either Party withdraws from the Mediation process as provided for in Section 5(d) of this Schedule, either of the Parties may provide the other Party with Notice ("Arbitration Notice") within ten (10) days following such withdrawal (but not thereafter) specifying:
 - (i) the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated; and
 - (ii) the nomination of an individual from the list of Approved Arbitrators to act as the Arbitrator.

Within fourteen (14) days following receipt of the Arbitration Notice, the other Party shall, by written Notice, advise as to which matters stated in the Arbitration Notice it accepts and with which matters it disagrees and, where the Dispute has been referred by the mutual agreement of the Parties to be resolved in accordance with the Dispute Resolution Procedure (but not otherwise), the other Party shall also advise whether it agrees with the resolution of the disputed items by Arbitration, and whether it agrees with the Arbitrator selected by the initiating Party or provide the name of one Arbitrator selected by that other Party. Where the Dispute has been referred by the mutual agreement of the Parties to be resolved in accordance with the Dispute Resolution Procedure (but not otherwise), should the Parties fail to agree to resolve any disputed items by Arbitration, this Dispute Resolution Process shall come to an end.

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- (b) Subject to agreement of the Parties to resolve any disputed items by Arbitration as contemplated above the Parties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an Arbitrator from the list of Approved Arbitrators (unless the Approved Arbitrators are unwilling or unable to accept the appointment, or there are no Approved Arbitrators that have been pre-approved by the Parties, in which case the Parties may nominate or agree upon an Arbitrator from outside of the list of Approved Arbitrators).
- (c) Should the Parties fail to agree on a single arbitrator within the thirty (30) days following receipt of the Arbitration Notice, then either Party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- (d) The terms of reference for Arbitration shall be those areas of dispute referred to in the Arbitration Notice, and the receiving Party's response thereto.
- (e) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc. (or a successor thereto), unless the Parties agree to modify the same pursuant to any arbitration agreement. The *Arbitration Act* (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language.
- (f) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00; or
 - (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.
- (g) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (h) The Arbitrator's decision is final and binding but is subject to appeal or review by any Court of proper jurisdiction only with respect to an allegation of fraud.
- (i) Judgment upon any award (an "Award") rendered in any such Arbitration may be entered in any Court having jurisdiction thereof, or application may be made to such Court for a judicial acceptance of the Award and an enforcement order, as the laws of such jurisdiction may require or allow.
- (j) The Parties acknowledge and agree that, where a Dispute involves a Claim for injunctive relief, a Party may refer such matter to Arbitration in accordance with this Schedule or apply to the appropriate Court for relief.

ROCKY VIEW COUNTY**F-2****7. Participation**

The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes, and provides such assistance and Disclosed Information as may be reasonably necessary.

8. Location

The place for Mediation and Arbitration shall be within the City of Calgary, Rocky View County, or such other location as the Parties may agree.

9. Selection of Mediator and Arbitrator

Without restricting any of the foregoing and subject to Section 6(c) above, if the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within the list of Approved Mediators or Approved Arbitrators, respectively, within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, as the case may be, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be recommended by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. (or a successor thereto) for an appointment by the Parties. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

10. Costs

Subject to Section 6(g) of this Schedule, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration provided that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

11. Disclosed Information

All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this Dispute Resolution Procedure shall require a Party to disclose information that is subject to confidentiality obligation in favour of third parties.

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SCHEDULE F-3**RECORDS & REPORTS****1. Definitions**

In this Schedule:

- (a) **“Record”** means record as that term is defined in PIPA, as applicable, as amended from time to time including, without restriction, those documents and information described within Section 2 of this Schedule; and
- (b) **“Personal Information”** means personal information as that term is defined in PIPA, as applicable, as amended from time to time.

2. Project Records

The Utility will keep and maintain the following (but only to the extent that the same are otherwise created or obtained in the course of the Utility’s performance of its obligations under this Agreement) and shall make the same (or copies thereof) available to the County for inspection and audit in accordance with Section 3 of this Schedule (collectively, the **“Project Records”**):

- (a) this Agreement and its Schedules, including all amendments thereto;
- (b) the “record drawings” and other construction documentation in respect to the Facilities including specifications for all portions of the Facilities;
- (c) licences and similar documentation relating to Facilities Intellectual Property;
- (d) records relating to the appointment and replacement of the Utility’s Representative for a period of six (6) years;
- (e) data relevant to the design of the Facilities;
- (f) documents relating to material Operating Permits, including applications, consents, refusals and appeals, for a period of six (6) years after the Operating Permit expiry or, if earlier, the expiration or termination of this Agreement;
- (g) notices, reports, results and certificates relating to completion of Operation and Maintenance activities including certificates, letters of assurance and other documents produced in accordance with the construction approval process contemplated within this Agreement;
- (h) all operation and maintenance manuals for the Facilities comprising each portion of the Facilities;
- (i) all documents relating to Force Majeure and the consequences thereof for a period of six (6) years after the event occurred, or in the case of a Disputed matter, for a period of six (6) years after determination;

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- (j) all formal notices, reports or submissions made to or received from the County's Representative for a period of six (6) years;
- (k) all documents related to referrals to the Dispute Resolution Procedure for a period of six (6) years after a determination has been made in respect thereto;
- (l) all records required by Applicable Laws (including in relation to health and safety matters) for such period as the Applicable Laws requires and if no such period, six (6) years;
- (m) all documents relating to insurance and insurance claims for a period of six (6) years after the relevant claim is settled;
- (n) automatically or manually recorded incidents involving damage to or failures of the Facilities comprising each portion of the Facilities affecting performance of the Facilities, including date and time of occurrence and response taken for a period of three (3) years;
- (o) the transfer of all or any portions of the Facilities; and
- (p) periodic inspection reports of the Facilities or portions thereof.

3. Access by the County

Subject to all Applicable Laws including the *Personal Information Protection Act* (Alberta) ("PIPA"), and obligations of confidentiality owed with respect to third party information, the Utility shall provide to the County:

- (a) access to any and all Project Records related to this Agreement and the Operation and Maintenance for inspection, at the Utility's expense; and
- (b) access to any and all Project Records related to this Agreement and the Operation and Maintenance for copying, at the County's expense,

during normal business hours upon reasonable Notice, and in any event within fifteen (15) days of written notification by the County, whose notification shall where possible specify with reasonable particularity the Project Records to which the County requires access.

4. Retained Format

Wherever practical, the Utility will retain and maintain original hard copy records in hard copy form and electronically collected data in electronic form. True hard or electronic copies of the original hard copy records may be kept by the Utility if it is not practicable to retain original records. Any drawings required to be made or supplied pursuant to this Agreement will be of a size appropriate to show the detail to be depicted clearly and will be available in both hard and electronic copy. Where, by prior agreement with the Utility, the County has agreed to accept microfilm, microfiche or other storage media (which must include secure back up facilities), the Utility will make or supply, or have made or supplied, drawings and other documents in the agreed form.

ROCKY VIEW COUNTY

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5. Term of Retention

Subject to Section 2 of this Schedule, the Utility will retain and maintain all Project Records for the period specified in Section 2 of this Schedule (and, where not so specified, for the duration of the Term) or as required or permitted by Applicable Laws, all in sufficient detail, in appropriate categories and generally in such a manner to enable each Party to comply with its obligations and exercise its rights under this Agreement.

6. Transfer

Upon the expiration or earlier termination of this Agreement, subject to Applicable Laws, including PIPA, and obligations of confidentiality owed with respect to third party information, the Utility will at the County's cost deliver to the County all Project Records that pursuant to this Schedule are then retained by the Utility (or, if those records are required by statute to remain with the Utility, an Operator or a Sub Contractor, copies thereof) in the manner and at the location as the County, acting reasonably, may determine. The Utility shall provide the County with a written confirmation that it has provided all Project Records to the County. The Utility may retain a copy of all Project Records for its internal purposes or as required by Applicable Laws.

7. Disposal

The Utility will not dispose of any Project Records prior to the expiry of the period for retaining such Project Records without the prior consent of the County. The Utility will notify the County if it determines that Project Records maintained pursuant to this Schedule are no longer reasonably required. Unless the County agrees to take delivery of any Project Records which the Utility, acting reasonably, determines may be destroyed, the County will not unreasonably withhold its consent to a request by the Utility to destroy specific Project Records.

8. Personal Information

The Utility shall maintain all Personal Information transferred to it by the County or collected or compiled by the Utility in accordance with the requirements of this Agreement.

9. Private Sector Privacy Legislation

The County acknowledges that the Utility is subject to PIPA and/or other applicable private sector privacy legislation and, as a result, is subject to the provisions of such legislation with respect to Personal Information, including restrictions relating to disclosure of Personal Information, (including to the County), as well as requirements relating to access, correction, retention and security of Personal Information.

The County shall not handle any Personal Information provided by the Utility to the County except in accordance with the Utility's duty under such legislation.

The County is responsible for ensuring compliance of any of those Persons for whom the County is responsible at law or pursuant to Clause 4.6 with all terms and conditions related to PIPA and/or other applicable private sector privacy legislation, including protection of privacy. In the event that the County becomes aware of a breach of any of those terms or conditions in respect of the information received pursuant to this Agreement it shall notify the Utility immediately in writing.

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The County must ensure that each Person for whom it is responsible at law and who may be involved in the handling of any Personal Information is aware of the applicable requirements of the relevant legislation.

10. Collection

Any Personal Information collected by the Utility shall be handled in compliance with Applicable Laws.

11. Use

The Utility shall not use, either directly or indirectly, any Personal Information except for the express purpose of performing its obligations in this Agreement or as otherwise permitted by Applicable Laws.

12. Survival

The provisions of this Schedule shall survive the expiration or termination of this Agreement.

PLANNING AND DEVELOPMENT SERVICES

TO: Council
DATE: February 25, 2020 **DIVISION:** 5
FILE: 1015-251
SUBJECT: First Reading Bylaw – Janet Area Structure Plan Amendments

PURPOSE: The purpose of this item is to give first reading to amendments to the Janet Area Structure Plan to guide future redesignation, subdivision, and development proposals within the Long Term Development area.

GENERAL LOCATION: Located within Janet.

APPLICANT: Rocky View County

POLICY DIRECTION: Relevant policies for this application include the *Municipal Government Act* (MGA), Interim Growth Plan (IGP), the County Plan, the Janet Area Structure Plan, and any other applicable policies.

COUNCIL OPTIONS:

- Option #1: THAT Bylaw C-8020-2020 be given first reading.
- Option #2: THAT Bylaw C-8020-2020 be denied first reading.

REQUIREMENTS:

This item requires:

1. Technical assessment to determine the feasibility of the draft Area Structure Plan policies and land use strategy.

Respectfully submitted,

“Theresa Cochran”

Executive Director
Community Development Services

Concurrence,

“Al Hoggan”

Chief Administrative Officer

AB/ltt

APPENDICES:

APPENDIX ‘A’: Bylaw C-8020-2020 & Schedule A
APPENDIX ‘B’: Consolidated Draft Janet Area Structure Plan

Administration Resources

Andrea Bryden, Planning and Development Services



BYLAW C-8020-2020

A Bylaw of Rocky View County to amend Bylaw C-7418-2014, known as the Janet Area Structure Plan, pursuant to Section 633 of the *Municipal Government Act*.

The Council of Rocky View County enacts as follows:

PART 1 – TITLE

This Bylaw shall be known as the “Janet Area Structure Plan”.

PART 2 – EFFECT OF BYLAW

THAT Bylaw C-7418-2014 be amended to provide a policy framework for redesignation, subdivision, and development proposal, as shown on the attached Schedule 'A' forming part of this Bylaw.

PART 4 – TRANSITIONAL

Bylaw C-8020-2020 comes into force when it receives third reading, and is signed by the Reeve/Deputy Reeve and CAO or Designate, as per the *Municipal Government Act*.

**Division: 5
File: 1015-251**

READ A FIRST TIME IN COUNCIL this	day of	, 20__
<i>PUBLIC HEARING WAS HELD IN COUNCIL this</i>	<i>day of</i>	<i>, 20__</i>
READ A SECOND TIME IN COUNCIL this	day of	, 20__
READ A THIRD TIME IN COUNCIL this	day of	, 20__

Reeve

CAO or Designate

Date Bylaw Signed

SCHEDULE 'A'**FORMING PART OF BYLAW C-8020-2020**

Schedule of textual amendments to Bylaw C-7418-2014, known as the Janet Area Structure Plan:

Amendment #1:

Within whole document delete reference to:

Town of Chestermere

And replace with:

City of Chestermere

Amendment #2:

Within Executive Summary, paragraph 3, delete sentence, which reads:

An area structure plan amendment will be required prior to development of the long-term growth area with final business uses to be determined at the time of Plan amendment.

And replace with the following:

In xxxx 2020, an area structure plan amendment was prepared to enable development to proceed in the Long Term Development area. The applicable amendments have been embedded into the Plan to guide development.

Amendment #3:

Within section 1. PLAN PURPOSE – What Is An Area Structure Plan? delete text which reads:

sequence of development

And add a bullet with the following:

the proposed sequence of development;

Amendment #4:

Within section 3. PLAN AREA, delete text, which reads:

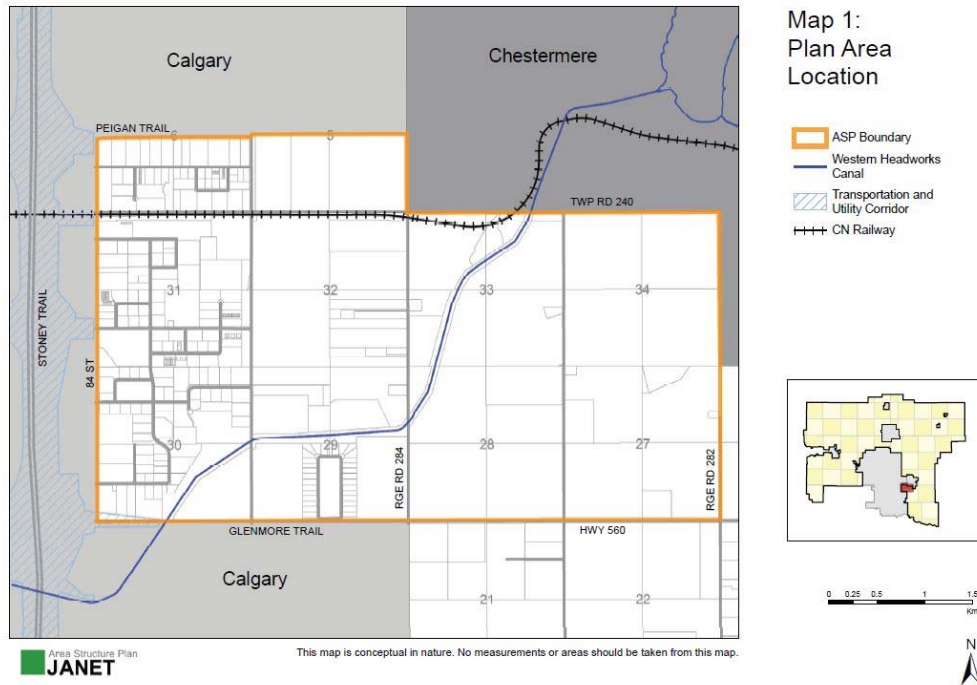
June 2012

And replace with the following:

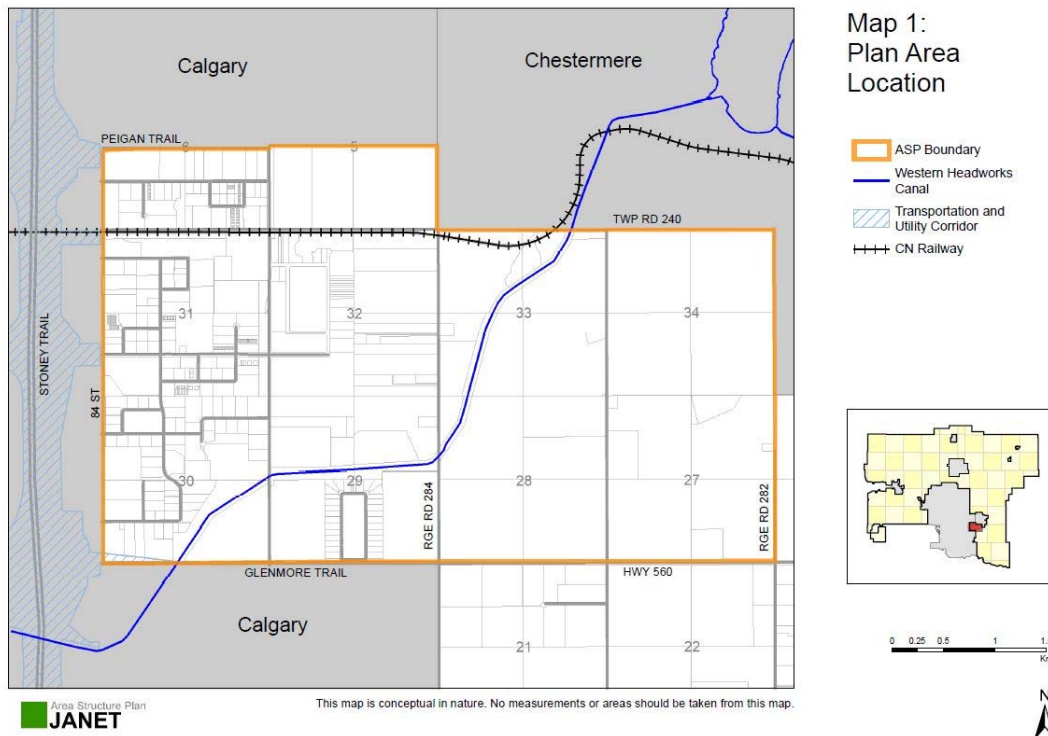
spring 2018

Amendment #5:

Delete Map 1: Plan Area Location:

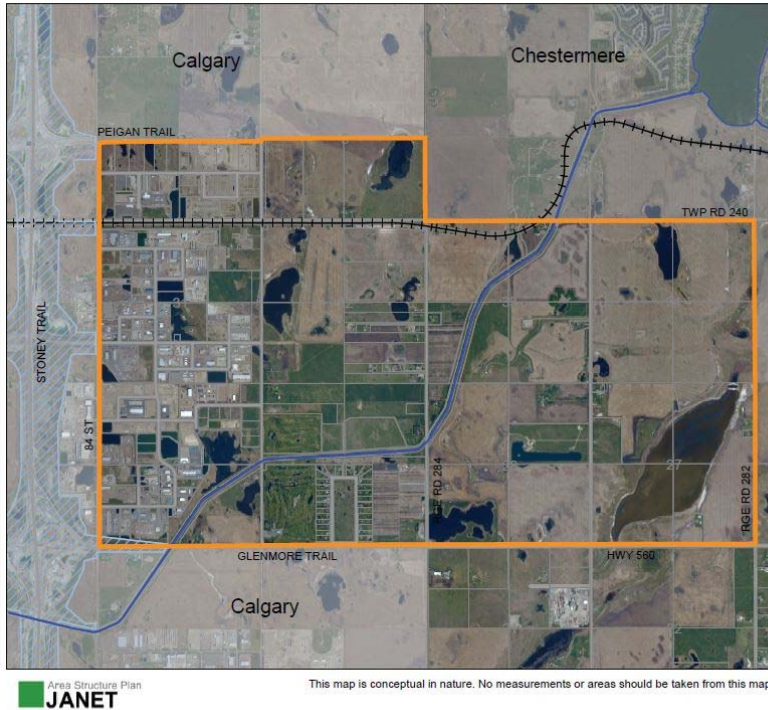


And replace with the following:



Amendment #6:

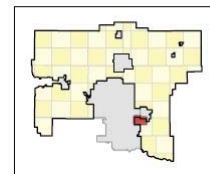
Delete Map 2: Air Photo:



Map 2:
Air Photo

- ASP Boundary
- Transportation and Utility Corridor
- Western Headworks Canal
- CN Railway

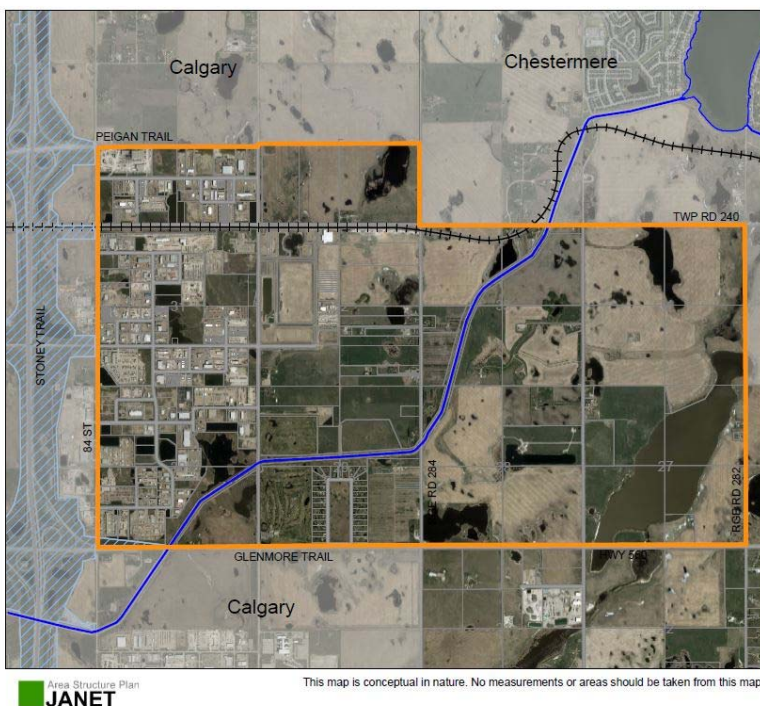
Air Photo Date: Spring 2012



0 0.25 0.5 1 1.5
Km



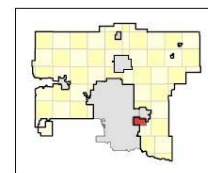
And replace with the following:



Map 2:
Air Photo

- ASP Boundary
- Transportation and Utility Corridor
- Western Headworks Canal
- CN Railway

Air Photo Date: Spring 2018



0 0.25 0.5 1 1.5
Km



Amendment #7:

Within 4. JANET TODAY, History add the following sentence after the last paragraph:

In 2019, County Council approved the Terms of Reference directing the preparation of an amendment to the Plan to facilitate development within the Long Term Development lands.

Amendment #8:

Within section 4. JANET TODAY, Surrounding Context, paragraph 7, delete text, which reads:

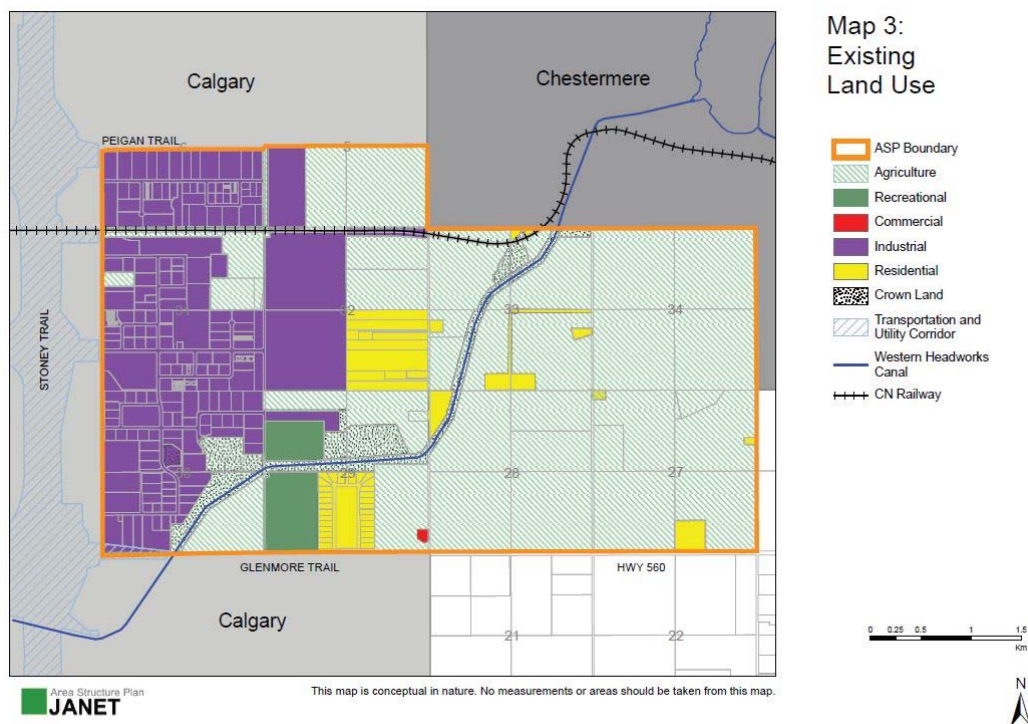
town

And replace with the following:

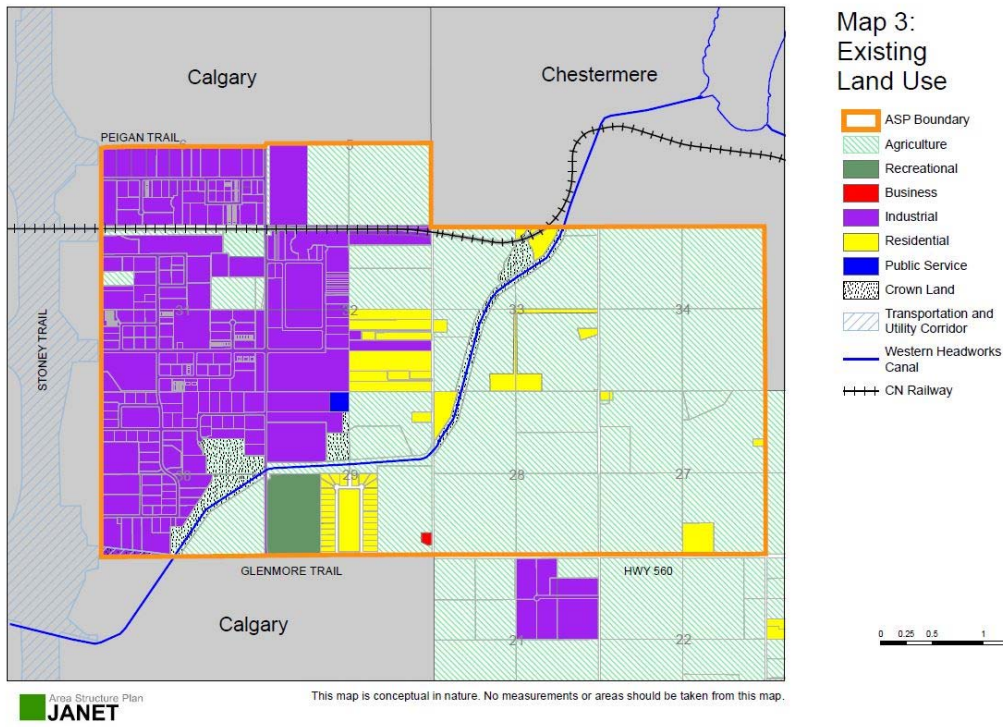
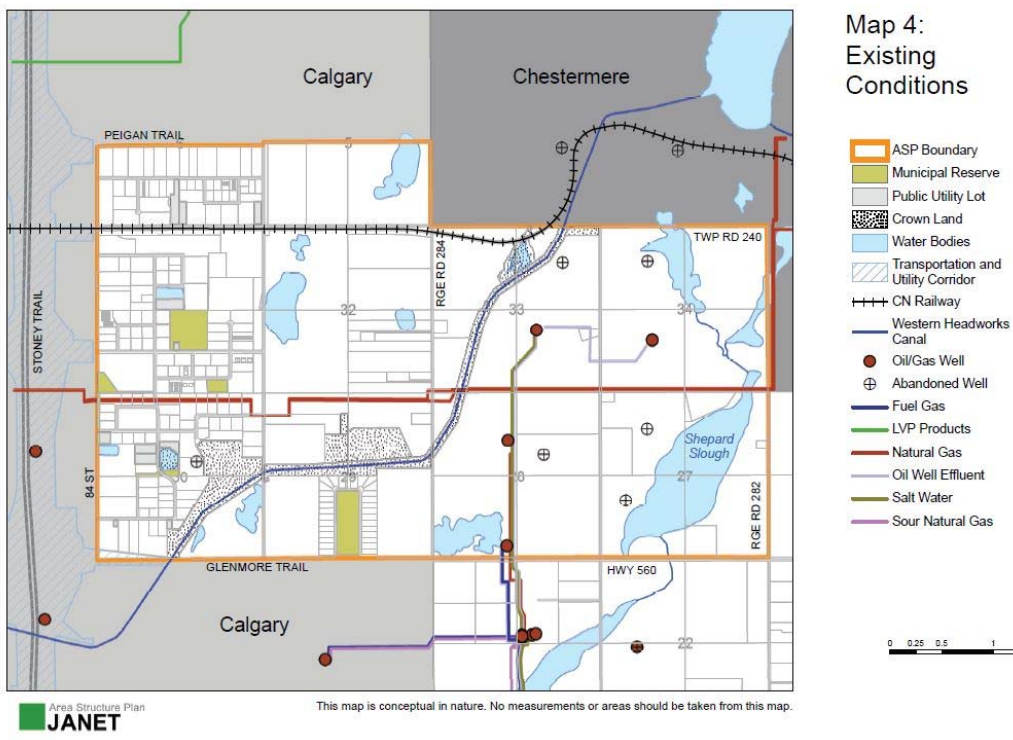
commercial

Amendment #9:

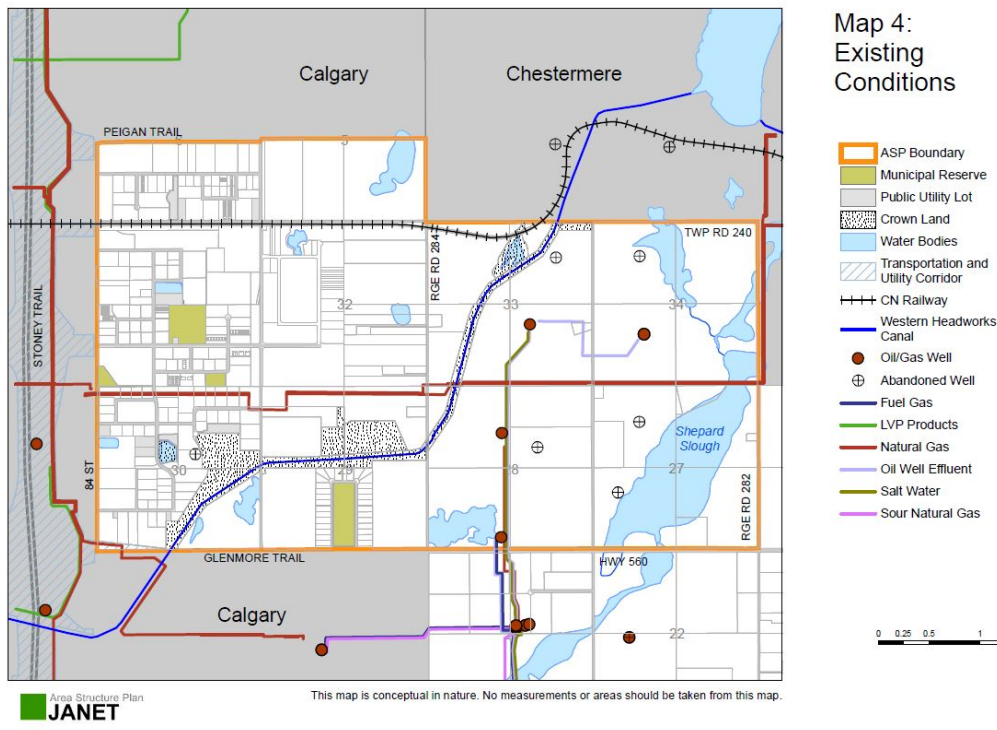
Delete Map 3: Existing Land Use:



And replace with the following:

**Amendment #10:***Delete Map 4: Existing Conditions:*

And replace with the following:



Amendment #11:

Within section 5. PLANNING FOR TOMORROW, Policy Direction from Other Plans, add the following:

INTERIM GROWTH PLAN

On January 1, 2018, Rocky View County and nine other municipalities became part of a regional planning area defined as the Calgary Metropolitan Region. The Calgary Metropolitan Region Board Regulation (190/2017), enacted under the Municipal Government Act, directs that a regional growth plan and a supporting regional servicing plan shall be prepared to guide how lands within the 10 participating municipalities will develop. Prior to the Calgary Metropolitan Region Growth and Servicing Plans being adopted, the Region Board has approved an Interim Growth Plan (IGP). The IGP sets out three broad principles:

1. Promote the integration and efficient use of regional infrastructure.
2. Protect water quality and promote water conservation.
3. Encourage efficient, strong, and sustainable growth.

In adopting the Janet Area Structure Plan amendments for the Long Term Development area, Rocky View County has ensured the statutory plan amendments conform with the principles, objectives and policies of the Interim Growth Plan, including.

Table 1: Principles and Objectives of the Interim Growth Plan

Interim Growth Plan Policy	Corresponding ASP Sections
Policy 3.2.2 Intermunicipal collaboration	The County has undertaken thorough and structured engagement with the City of Calgary and City of Chestermere to address intermunicipal issues and opportunities throughout the amendment process. Appendix D provides specific methods of intermunicipal collaboration.
Policy 3.3.1 and 3.2.3 Protection of source water, wetlands, and regional corridors	Policies within Section 17 (Natural Environment), Section 21 (Utility Services), and Section 22 (Stormwater) of this ASP address these matters.
Policy 3.4.1.2 Intensification of settlement areas	Policies in Section 9 (Commercial) and Section 10 (Industrial) of this ASP address these matters.
Policy 3.4.2.1 and 3.4.2.2 Expansion of settlement areas	Policies in Section 9 (Commercial), Section 10 (Industrial) and Section 20 (Transportation) of this ASP address these matters.
Policy 3.4.5 Employment areas	Policies in Section 9 (Commercial) and Section 10 (Industrial) of this ASP address these matters.
Policies 3.5.1.1 and 3.5.2.1 Mobility and Transmission Corridors	Policies in Sections 14 (Gateways), 16 (Open Space and Parks), 20 (Transportation), 21 (Utility Services), and Appendix E address these matters.

Amendment #12:

Add the following header within section 5. PLANNING FOR TOMORROW, Policy Direction from Other Plans:

COUNTY PLAN

Amendment #13:

Add the following header within section 5. PLANNING FOR TOMORROW, Policy Direction from Other Plans:

ROCKY VIEW/CALGARY INTERMUNICIPAL DEVELOPMENT PLAN

Amendment #14:

Add the following header within section 5. PLANNING FOR TOMORROW, Policy Direction from Other Plans:

CITY OF CHESTERMERE

Amendment #15:

Within section 5. PLANNING FOR TOMORROW, Public Engagement Process, add the following text, which reads:

Long-Term Development Area: To facilitate development within the Long-Term Development area, further public engagement occurred between September 2019 and XXXXX. Engagement included two open houses and online surveys. The intent of the engagement was to develop the land use strategy for the Long Term Development area.

Amendment #16:

Within section 7. JANET LAND USE STRATEGY, Strategy, paragraph 2, delete paragraph, which reads:

Immediate industrial growth will focus on the area west and north of the Western Headworks Canal, where there is an existing transportation system and a potential regional stormwater conveyance solution. Development of the approximately 240 gross hectares (600 acres) of land, combined with existing designated but undeveloped industrial land, will satisfy the County's short-to-medium term industrial development needs in the Janet area. The area east and south of the Western Headworks canal is designated as a Long Term Development area and will retain its agricultural character until a transition to other business uses is deemed appropriate.

Amendment #17:

Within section 7. JANET LAND USE STRATEGY, Strategy, paragraph 3, bullet 1, delete text, which reads:

The majority of the Janet area lying west of the Western Headworks Canal will develop as a limited-service industrial business area. Development is dependent upon the approval of comprehensive *local plans* and land use.

And replace with the following:

The Janet area will develop as a limited-service industrial and commercial business area. Development is dependent upon the approval of comprehensive *local plans* and land use.

Amendment #18:

Within section 7. JANET LAND USE STRATEGY, Strategy, paragraph 3, delete bullet 2, which reads:

The area lying east of the Western Headworks Canal is part of the Long Term Development area and will develop as a limited-service Regional Business Centre. Development of land within the Long Term Development area requires an operational regional stormwater conveyance system.

Amendment #19:

Within section 7. JANET LAND USE STRATEGY, Strategy, paragraph 3, delete bullet 4, which reads:

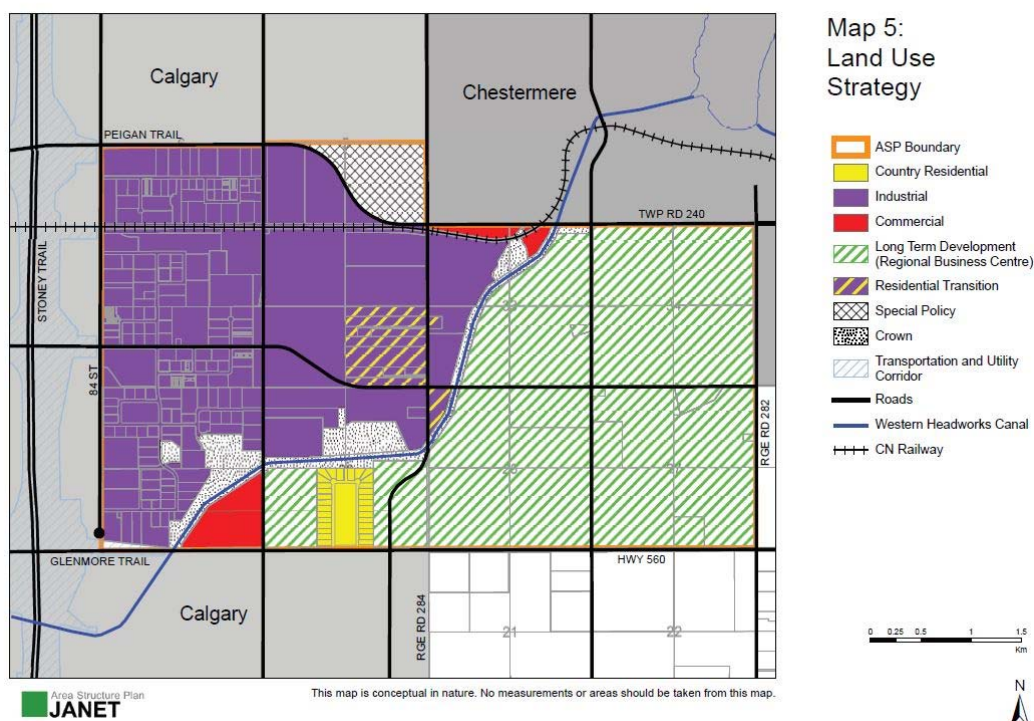
Commercial and industrial development will be permitted along the Glenmore Trail and Peigan Trail corridors. Ensuring high quality design of commercial development will contribute to creating attractive complementary development along these routes, which are adjacent to the City of Calgary and Town of Chestermere.

And replace with the following:

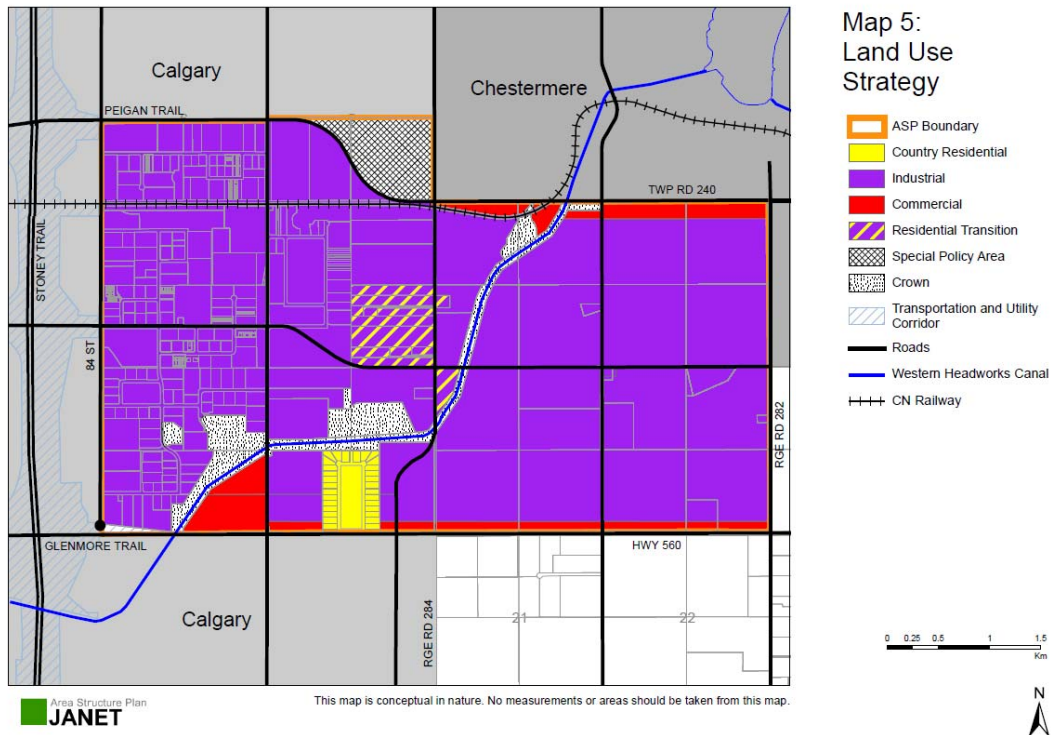
Commercial development will be permitted along the Glenmore Trail and Township Road 240 corridors. Ensuring high quality design of commercial development will contribute to creating attractive complementary development along these routes, which are adjacent to the City of Calgary and City of Chestermere.

Amendment #20:

Delete Map 5: Land Use Strategy:



And replace with the following:

**Amendment #21:**

Within section 9. COMMERCIAL, paragraph 2, sentence 1, delete text, which reads:

has the potential to

And replace with the following:

will

Amendment #22:

Within section 9. COMMERCIAL, paragraph 2, delete the last sentence, which reads:

The final form of development (commercial or industrial) along Glenmore Trail area will be determined at the time of amending the Long Term Growth area and by market demand.

Amendment #23:

Within section 9. COMMERCIAL, policy 9.9, d), delete text, which reads:

and

And replace after policy 9.9, e), which reads:

and

Amendment #24:

Within section 9. COMMERCIAL, policy 9.9, add f), which reads:

- f) consider and evaluate options for regional transit services to the Plan area.

Amendment #25:

Within section 10. INDUSTRIAL, delete policy 10.3, which reads:

Industrial uses such as distribution logistics, warehousing, transportation, services, construction, and manufacturing that do not have a significant offsite nuisance impact are appropriate within the industrial area.

And replace with the following:

Industrial uses such as distribution logistics, warehousing, transportation, services, construction, and manufacturing that do not have a significant offsite nuisance impact shall be deemed appropriate within the industrial area.

Amendment #26:

Within section 10. INDUSTRIAL, policy 10.5, d), delete text, which reads:

and

And replace after policy 10.5, e), which reads:

and

Amendment #27:

Within section 10. INDUSTRIAL, policy 10.5, add f), which reads:

- f) consider and evaluate options for regional transit services to the Plan area.

Amendment #28:

Delete section 12. LONG TERM DEVELOPMENT, which reads:

The Long Term Development area is identified for the future expansion of the Regional Business Centre. The area includes all of the land within the Plan area to the east and south of the Western Headworks Canal, with the exception of the Prairie Schooner Estates subdivision. Development of this area should be allowed once the area north of the irrigation canal approaches build out, suitable transportation infrastructure is in place, and a regional stormwater conveyance system is functional. In the interim, existing uses will be allowed to remain and limited development for agricultural purposes including farmsteads and first parcels out will be permitted in the Long Term Development area.

The Long Term Development area is envisioned to be developed with both commercial and industrial uses. Areas on the north side of Glenmore Trail and south side of Peigan Trail (Township Road 240) may be more suitable for commercial uses. The development of commercial uses along Glenmore Trail is consistent with the land use strategy identified by the City of Calgary which calls for commercial development on adjacent lands on the south side of Glenmore Trail. Also, commercial development on the south side of Peigan Trail (Township Road 240) would provide a more desirable interface with the residential communities proposed to the north in the Town of Chestermere. All other land in the Long Term Development area is envisioned for future industrial expansion; however, the final distribution of commercial and industrial uses will be determined at the time of Plan amendment.

OBJECTIVES

Protect lands for future business expansion by limiting development to agriculture and other existing uses until alternative forms of development are determined to be appropriate.

Provide for the appropriate agriculture development that is consistent with the direction of the County Plan.

POLICIES

12.1 Redesignation or subdivision of land within the Long Term Development area (Map 5) to any new use, other than a Farmstead, first parcel out or an agricultural use requires an amendment to this Plan.

Development of new business land uses in the Long Term Development area shall not be supported until approximately 70 per cent of the developable land within the Plan area that is not designated as a Long Term Development area has an adopted *local plan* and land use.

Prior to amending this Plan to allow for the development of new business land uses in the Long Term Development area:

- a) a public engagement process involving area stakeholders shall be undertaken and an overall Land Use Strategy and supporting policies for the Long Term Development area shall be developed;
- b) mechanisms to implement the construction of the transportation network shall be identified;
- c) a regional stormwater conveyance system and mechanisms to finance and implement the construction shall be identified, to the County's satisfaction; and
- d) it shall be demonstrated that the development is a logical and efficient extension of existing infrastructure.

Amendment #29:

Within section 14. AGRICULTURAL INTERFACE, delete paragraph 2, which reads:

In accordance with the policies and actions of the County Plan, a set of Agricultural Boundary Design Guidelines are being developed. When completed, the Guidelines will provide recommendations for a

variety of buffering, siting, and design techniques to minimize impacts of non-agricultural development on agricultural operations and to reduce potential land use conflicts.

And replace with the following:

In accordance with the policies and actions of the County Plan, a set of Agricultural Boundary Design Guidelines have been developed. The Guidelines provide recommendations for a variety of buffering, siting, and design techniques to minimize impacts of non-agricultural development on agricultural operations and to reduce potential land use conflicts.

Amendment #30:

Within section 14. AGRICULTURAL INTERFACE, delete policy 14.1, which reads:

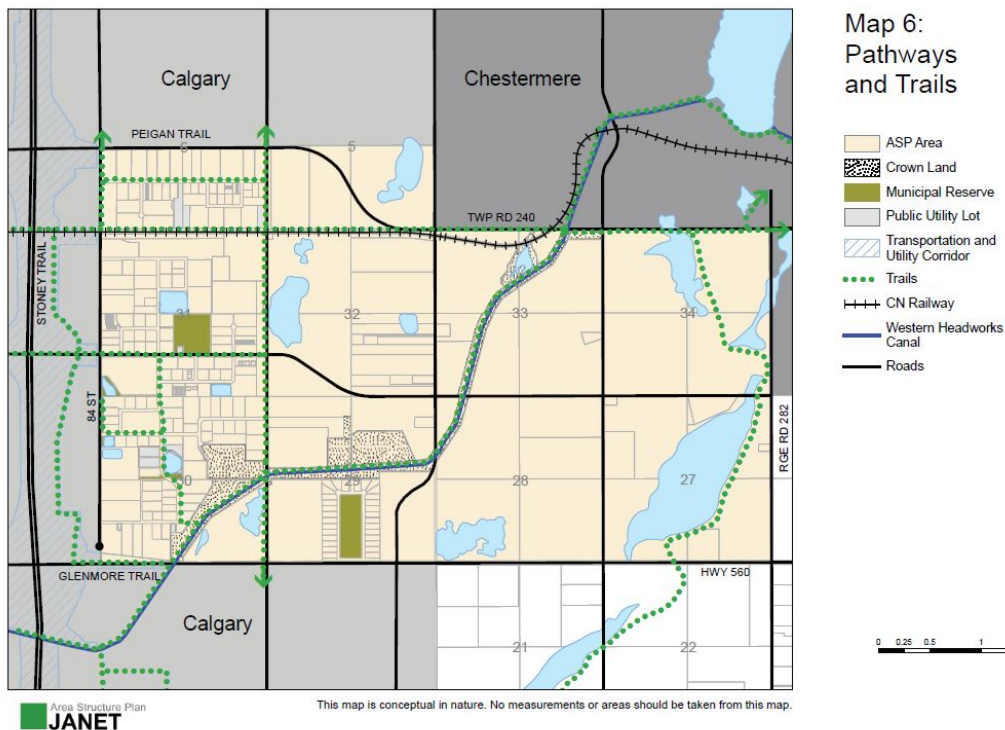
Until such time as the Agricultural Boundary Design Guidelines are adopted, the policies of this Plan shall guide the design of developments bordering agricultural lands.

And replace with the following:

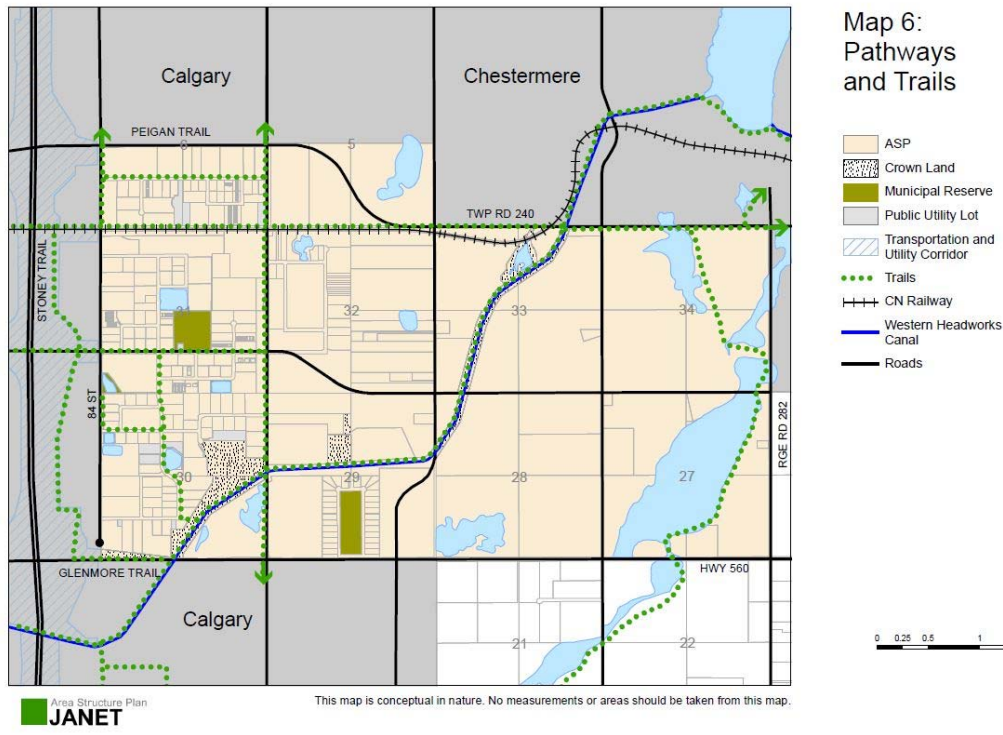
Applications for non-agricultural development adjacent to agricultural lands should adhere to the County's Agricultural Boundary Design Guidelines.

Amendment #31:

Delete Map 6: Pathways and Trails:



And replace with the following:



Amendment #32:

Within section 20. TRANSPORTATION, Objectives, add a bullet, which reads:

Provide opportunities for alternative modes of transportation, such as transit.

Amendment #33:

Within section 21. TRANSPORTATION, policy 21.4, delete the following text, with which reads:

must

And replace with the following:

shall

Amendment #34:

Within section 21. TRANSPORTATION, Regional Transportation Network, add policy 21.9, which reads:

Opportunities to connect to a regional transit system should be supported in consultation with the City of Calgary and City of Chestermere. Development of such a system shall consider design standards, costs associated with upgrading the road network, and long-term operation and maintenance requirements.

Amendment #35:

Within section 21. TRANSPORTATION, General, policy 21.14, delete the following text, which reads:

are

And replace with the following:

shall be

Amendment #36:

Within section 21. TRANSPORTATION, General, policy 21.16, delete the following text, which reads:

must

And replace with the following:

shall

Amendment #37:

Within section 22. UTILITY SERVICES, Utility Service Development, policy 22.4, delete the following text, which reads:

are

And replace with the following:

shall

Amendment #38:

Within section 22. UTILITY SERVICES, Water, delete policy 22.7, which reads:

The County encourages the reduction and reuse of water in accordance with Provincial laws and regulations.

And replace with the following:

The County should encourage the reduction and reuse of water in accordance with Provincial laws and regulations.

Amendment #39:

Within section 23. STORMWATER, Master Drainage, Delete policy 23.1, which reads:

Prior to *local plan* and / or subdivision approval, a Master Drainage Plan for the Plan area is required to be completed.

And replace with the following:

Local plan and / or subdivision approvals shall be in accordance with the Janet Master Drainage Plan.

Amendment #40:

With section 23. STORMWATER, policy 23.3, delete the following text, which reads:

applicable and (Shepard Regional Drainage Plan or CSMI).

Amendment #41:

Within section 23. STORMWATER, policy 23.8, delete text, which reads:

to the east

Amendment #42:

With section 23. STORMWATER, policy 23.27, delete text, which reads:

are

And replace with the following:

shall be

Amendment #43:

Within section 24. SOLID WASTE, policy 24.2, delete text, which reads:

are

And replace with the following:

should be

Amendment #44:

Within section 25. OIL AND GAS, policy 25.16, delete text, which reads:

is

And replace with the following:

shall be

Amendment #45:

Within section 26. IMPLEMENTATION, policy 26.1, add:

shall

Amendment #46:

Within section 26. IMPLEMENTATION, policy 26.2, delete text, which reads:

do

And replace with the following:

shall

Amendment #47:

Within section 26. IMPLEMENTATION, policy 26.5, delete text, which reads:

will

And replace with the following:

shall

Amendment #48:

With section 26. IMPLEMENTATION, policy 26.10, delete text, which reads:

and the identification of a regional stormwater conveyance system, and mechanisms to implement its construction.

Amendment #49:

Within section 26. IMPLEMENTATION, Phasing, delete text, which reads:

Long Term Development

The Long Term Development area is for future expansion of the Regional Business Centre and will likely not be needed for commercial and industrial growth over the next ten to 15 years. Nevertheless, the protection of this area from interim uses and land fragmentation is deemed important in order to facilitate a future efficient land use and development pattern.

26.11 Development in the Long Term Development area shall be in accordance with Section 12 of this Plan.

26.12 An amendment to this Plan will be required to facilitate expansion of the Regional Business Centre into the Long Term Development area in accordance with Section 12.

And replace with the following:

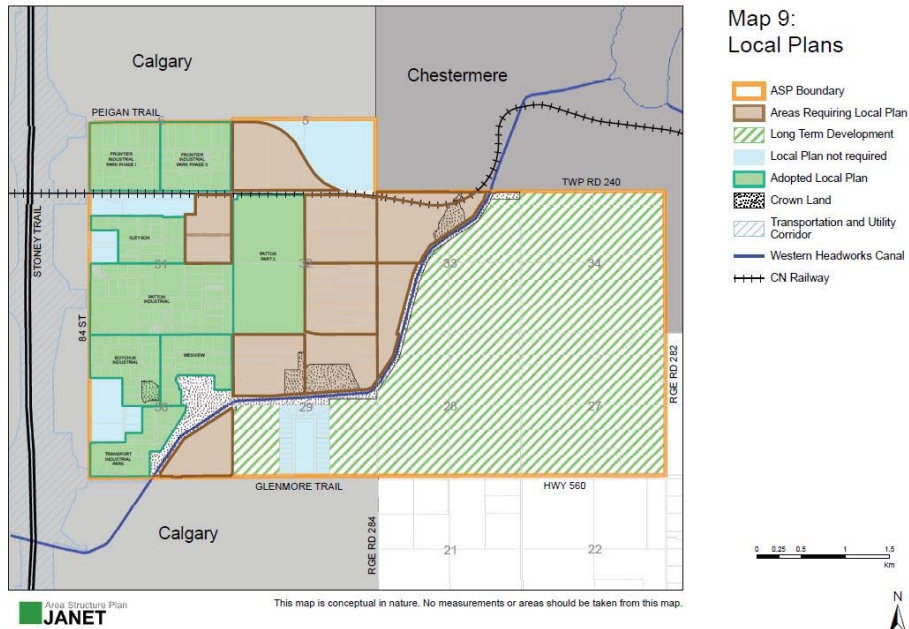
Phase 3

Phase 3 lands were previously identified as the Long Term Development area and may now proceed with development, subject to the policies of this Plan.

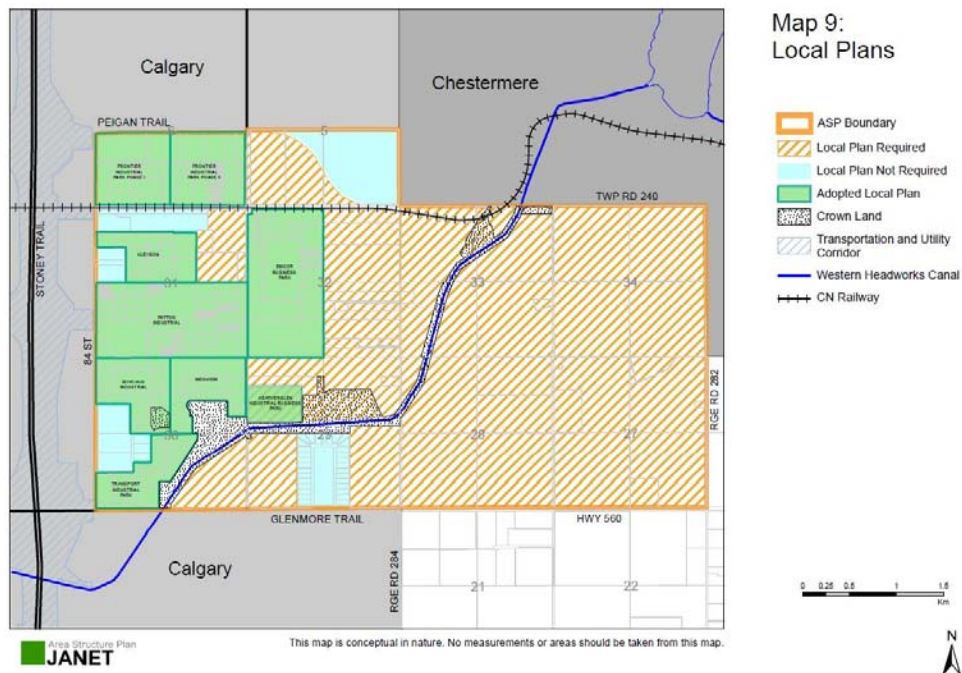
26.11 Phase 3 lands may proceed with development subject to the policies of this Plan.

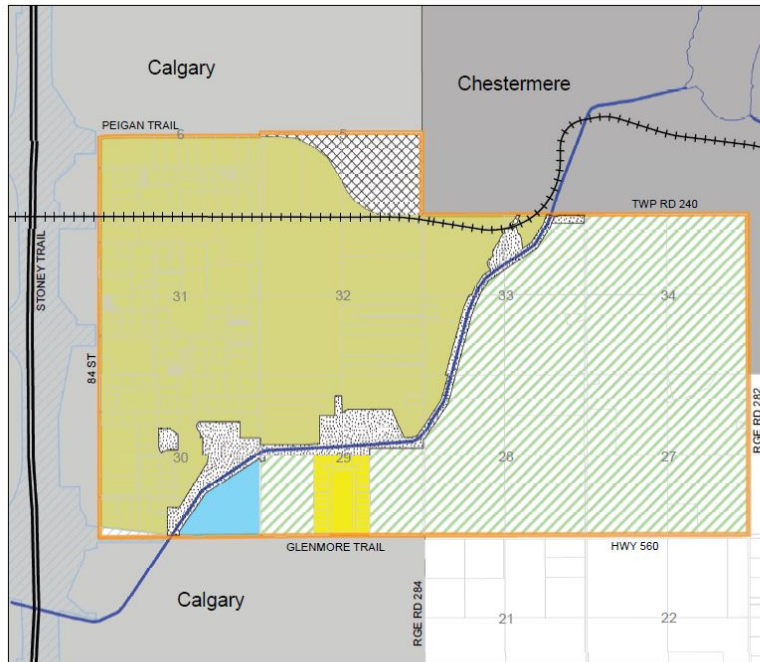
Amendment #50:

Delete Map 9: Local Plans:

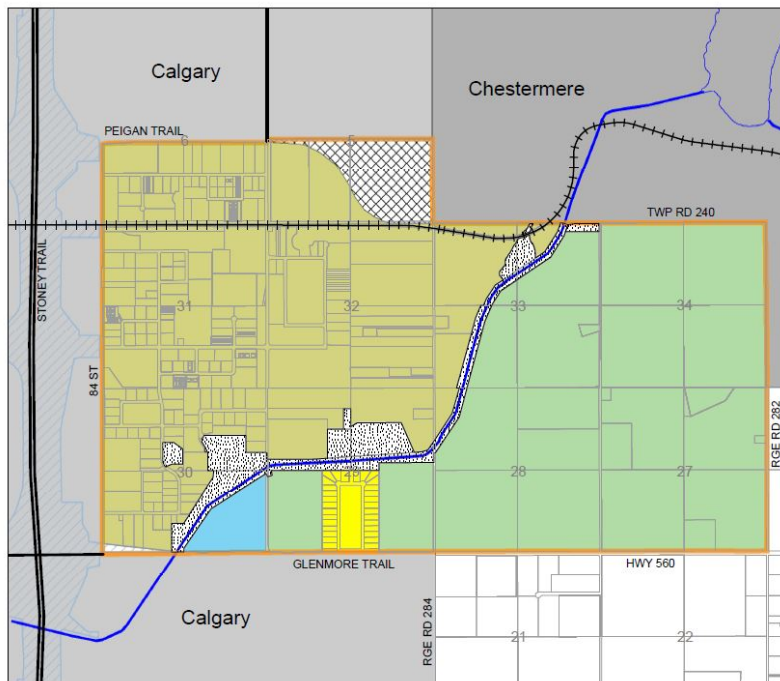


And replace with the following:



Amendment #51:*Delete Map 10: Phasing*Map 10:
Phasing

- ASP Boundary
- Phase 1
- Phase 2
- Long Term Development
- Country Residential
- Special Policy
- Crown Land
- Transportation and Utility Corridor
- Western Headworks Canal
- CN Railway

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Km*And replace with the following:*Map 10:
Phasing

- ASP Boundary
- Phase 1
- Phase 2
- Phase 3
- Country Residential
- Special Policy
- Crown Land
- Transportation and Utility Corridor
- Western Headworks Canal
- CN Railway

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Km

Amendment #52:

Within section 27. INTERMUNICIPAL COORDINATION AND COOPERATION, paragraph 2, delete sentence, which reads:

The County is currently engaged with the Town of Chestermere to develop a separate Intermunicipal Development Plan that will also provide direction on areas of interest, cooperation, and consultation.

Amendment #53:

Within section 27. INTERMUNICIPAL COORDINATION AND COOPERATION, add the following text as paragraph 3, which reads:

In preparing amendments to the Janet Area Structure Plan for the Long Term Development area, the County worked collaboratively with the City of Calgary and City of Chestermere to identify shared issues and opportunities. An outline of the key intermunicipal engagement components is identified in Appendix D.

Amendment #54:

Within section 27. INTERMUNICIPAL COORDINATION AND COOPERATION, policy 27.4, delete text, which reads:

or as otherwise required by any future Intermunicipal Development Plan

Amendment #55:

Within section 27. INTERMUNICIPAL COORDINATION AND COOPERATION, Rocky View County – City of Calgary, policy 27.5 delete:

will

And replace with:

shall

Amendment #56:

Add Appendix D: Key Intermunicipal Engagement Events

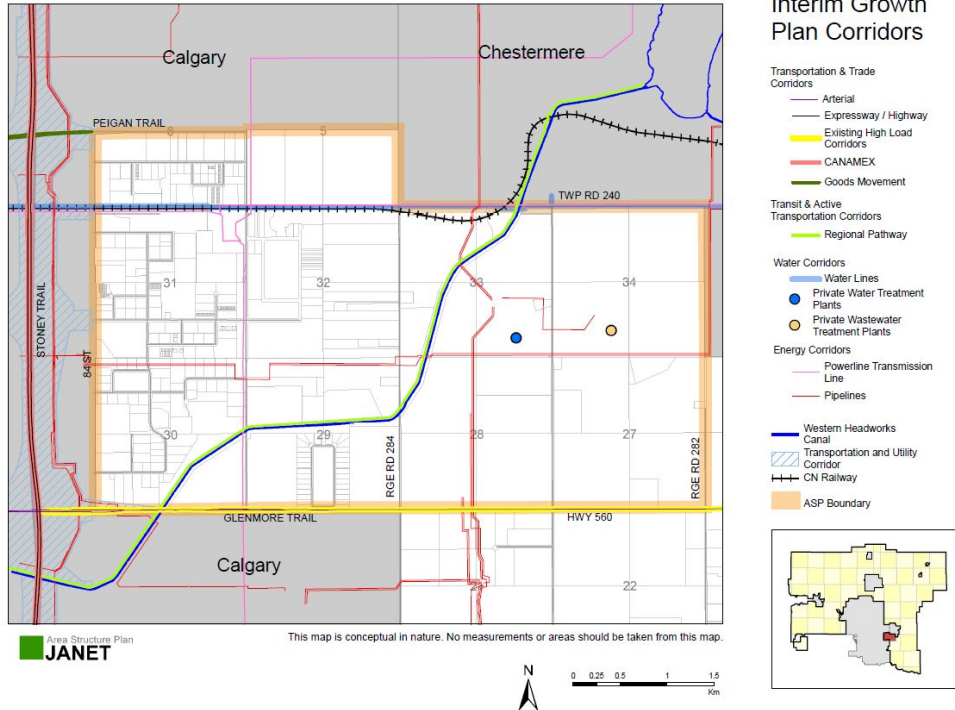
Appendix D: Key Intermunicipal Engagement Events

The County worked with the City of Calgary and City of Chestermere at key milestones for the Long Term Development area project. The following table includes information from the engagement undertaken for both the City of Calgary and City of Chestermere. Engagement was adapted according to the differing issues presented by each municipality on the amendments.

Phase	Date	Engagement
Phase 1 – Project Launch	July - September, 2019	The County prepared a bespoke intermunicipal engagement plan for each neighbouring municipality. The plans identified how the County would engage with the neighbouring municipalities at key milestones of the projects. The plans were revised at the request of neighbouring municipalities to reflect the level of engagement each sought for the project.
	September, 2019	The City of Calgary and City of Chestermere were notified of the County's public engagement event that was held to gather feedback from affected stakeholders. Representatives from the City of Chestermere attended the event.
Phase 2 – Engagement and Plan Writing	September, 2019	The County met with the City of Chestermere for a technical workshop to examine issues and opportunities with respect to the proposed plan amendments. Discussions were held on the following topics: <ul style="list-style-type: none"> • Planning; • Transportation; and • Servicing and Stormwater.
	October, 2019	The County met with the City of Calgary for a technical workshop to examine issues and opportunities with respect to the proposed plan amendments. Discussions were held on the following topics: <ul style="list-style-type: none"> • Planning; • Transportation; • Servicing and Stormwater; and • Fire Service provision.
	January, 2020	The County shared the draft land use scenario with the City of Calgary and the City of Chestermere for review and comment.
Phase 3 – Draft Plan Release		

Amendment #57:

Add Appendix E: Intergovernmental Growth Plan Mapping:

**Amendment #58:**

Minor administrative amendments for formatting and editing.



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EXECUTIVE SUMMARY

The Janet Area Structure Plan is a long-term planning document that provides a land use and servicing strategy to guide redesignation, subdivision, and development of approximately 2,330 hectares (5,758 acres) of land. The Plan area is situated in a portion of central east Rock View County adjacent to the City of Calgary and City of Chestermere. This is a statutory policy document that has been adopted pursuant to the Alberta Municipal Government Act for the purpose of implementing the County Plan's vision for the development of a Regional Business Centre in this location. It also replaces the out-dated Shepard Area Structure Plan and a portion of the Calgary-Chestermere Corridor Area Structure Plan.

The Janet Area Structure Plan provides the framework and policies for more detailed planning stages through the preparation of *local plans* and through subsequent applications for redesignation, subdivision, and development. The requirements for *local plan* preparation are found in the policies of this area structure plan and the County Plan. *Local plans* will further address the detailed requirements of submitting redesignation, subdivision, and development applications.

This area structure plan addresses land planning and development in a staged manner. The area west of the Western Irrigation Canal and Range Road 285 is targeted for immediate business growth, while the area east of the canal is for longer-term growth in order to allow for development of stormwater infrastructure and Plan build-out to the west. In xxxx 2020, an area structure plan amendment was prepared to enable development to proceed in the Long Term Development area. The applicable amendments have been embedded into the Plan to guide development.

The Plan also provides for the protection of non-business uses within the Plan area such as the existing agriculture operations, Prairie Schooner Estates subdivision, existing country residential areas, and the Heather Glen Golf Course. With the exception of Prairie Schooner Estates, the eventual transition to business uses will be permitted for the agriculture, country residential, and golf course areas.

The Plan also provides a framework for providing an appropriate interface that minimizes impacts with adjacent non-business land uses and adjacent municipalities, and an attractive gateway along key transportation corridors shared with the City of Calgary and City of Chestermere.

PART I: INTRODUCTION

1. PLAN PURPOSE

What Is An Area Structure Plan?

An area structure plan is a statutory document approved by Council and adopted by Bylaw. The Plan outlines a vision for the future physical development of an area with regard to such things as land use, transportation, protection of the natural environment, emergency services, general design, and utility service requirements.

An area structure plan provides Council with a ten to fifteen year roadmap when considering land use changes, subdivision, and development. When making decisions regarding development in the Plan area, Council must consider the Plan and a wide range of other factors such as the economic goals of the County, County-wide growth, and the ability to provide servicing.

An area structure plan does not predict the rate of development within the Plan area; ultimately growth is determined by market demand, which reflects the overall economic climate of the region.

Through the process of preparing an area structure plan, citizens are provided with opportunities, at various stages in the process, to have input into the development of policy. It is important that the vision, goals, and policies contained in the Plan address the interests of residents and stakeholders in the Plan area, as well as the interests of those in other parts of the County.

The Alberta Municipal Government Act states an area structure plan must describe:

- the proposed sequence of development;
- proposed land uses;
- density of population;
- general location of major transportation routes and public utilities; and
- any other matters Council considers necessary.

The policies in an area structure plan form a bridge between the general planning policies contained in the County Plan and the more detailed planning and design direction contained in a conceptual scheme or a master site development plan. Area structure plan policies must align with the County Plan and applicable County policies. The area structure plan must be based on sound planning principles and respond to the particular natural and built form of the Plan area.

Local Plans

For brevity, this document uses the term *local plan* to refer to a conceptual scheme or master site development plan. The County anticipates the majority of *local plans* within the Janet Area Structure Plan boundary will be submitted as conceptual schemes.

Local plans are developed within the framework provided by an area structure plan. Based on this framework, the *local plan* must demonstrate how development in the local area will retain the integrity of the Plan and how development will be connected and integrated with adjacent areas. Policy sections in the area structure plan identify the unique requirements that must be addressed in the *local plan* due to the location and specific development conditions of the area. The standard technical requirements of a conceptual scheme or master site development plan are identified in the Rocky View County Plan (Section 29 and Appendix C).

Local plan is a term that refers to a conceptual scheme or master site development plan. A *local plan* will have unique planning requirements, based on the planning direction provided in the Area Structure Plan. *Local plans* must also address the general requirements for preparing a conceptual scheme or master site development plan identified in the County Plan (Section 29 and Appendix C).

Conceptual Scheme is a non-statutory plan, subordinate to an area structure plan. It may be adopted either by bylaw or by a resolution of Council. A conceptual scheme is prepared for a smaller area within an area structure plan boundary and must conform to the policies of the area structure plan. Conceptual schemes provide detailed land use direction, subdivision design, and development guidance to Council, administration, and the public.

If a conceptual scheme area is of sufficient size that further detail is required for specific areas and phases, the conceptual scheme may identify smaller sub-areas and provide detailed guidance at that level. These smaller sub-areas are referred to as 'development cells'.

Master Site Development Plan is a non-statutory plan that is adopted by Council resolution. A master site development plan accompanies a land use redesignation application and provides design guidance for the development of a large area of land with little or no anticipated subdivision. A master site development plan addresses building placement, landscaping, lighting, parking, and architectural treatment. The plan emphasis is on site design with the intent to provide Council and the public with a clear idea of the final appearance of the development.

Plan Interpretation

Where "shall" is used in a policy, the policy is considered mandatory. Where "should" is used in a policy, it is intended to be complied with. However, the acceptable response to a policy may vary in a specific situation where the variance is necessary to address unique circumstances. Such a variance may be appropriate given special circumstances that would otherwise render compliance impractical or impossible. Where "may" is used in a policy it is a discretionary term, meaning the policy in question can be enforced by the County if it chooses to do so, dependent on the particular circumstances of the site and / or application.

2. PLAN ORGANIZATION

The Janet Area Structure Plan is organized in three parts followed by three appendices.

Part I: Introduction: This part outlines the Plan purpose, boundaries, policy terminology, relationship to other plans, public engagement process, key issues, and opportunities that informed the plan preparation process. It also contains a description of the development of the Janet area, presents a vision of what Janet could be like 20 – 25 years, and provides 11 broad goals that will guide the development of the area over this period.

Part II: Plan Policies: This part is the core of the Plan, containing the policy direction to guide development in the Janet area. Part II contains 19 sections, with each section addressing specific land use, servicing, or infrastructure policies. Each of these sections contains an overall purpose statement, a list of objectives, introductory paragraphs, and a series of policies addressing the subject area. Where a purpose statement or introductory paragraph introduces a series of policies, it is provided for information to enhance the understanding of the policies.

Part III: Implementation and Monitoring: This part presents the Plan implementation process, provides information on *local plan* areas, phasing, specifies requirements to ensure the area structure plan policies and strategies are adhered to, and provides direction regarding the process for the review and amendment of the Plan. This Part also addresses the need and method for intermunicipal coordination and cooperation.

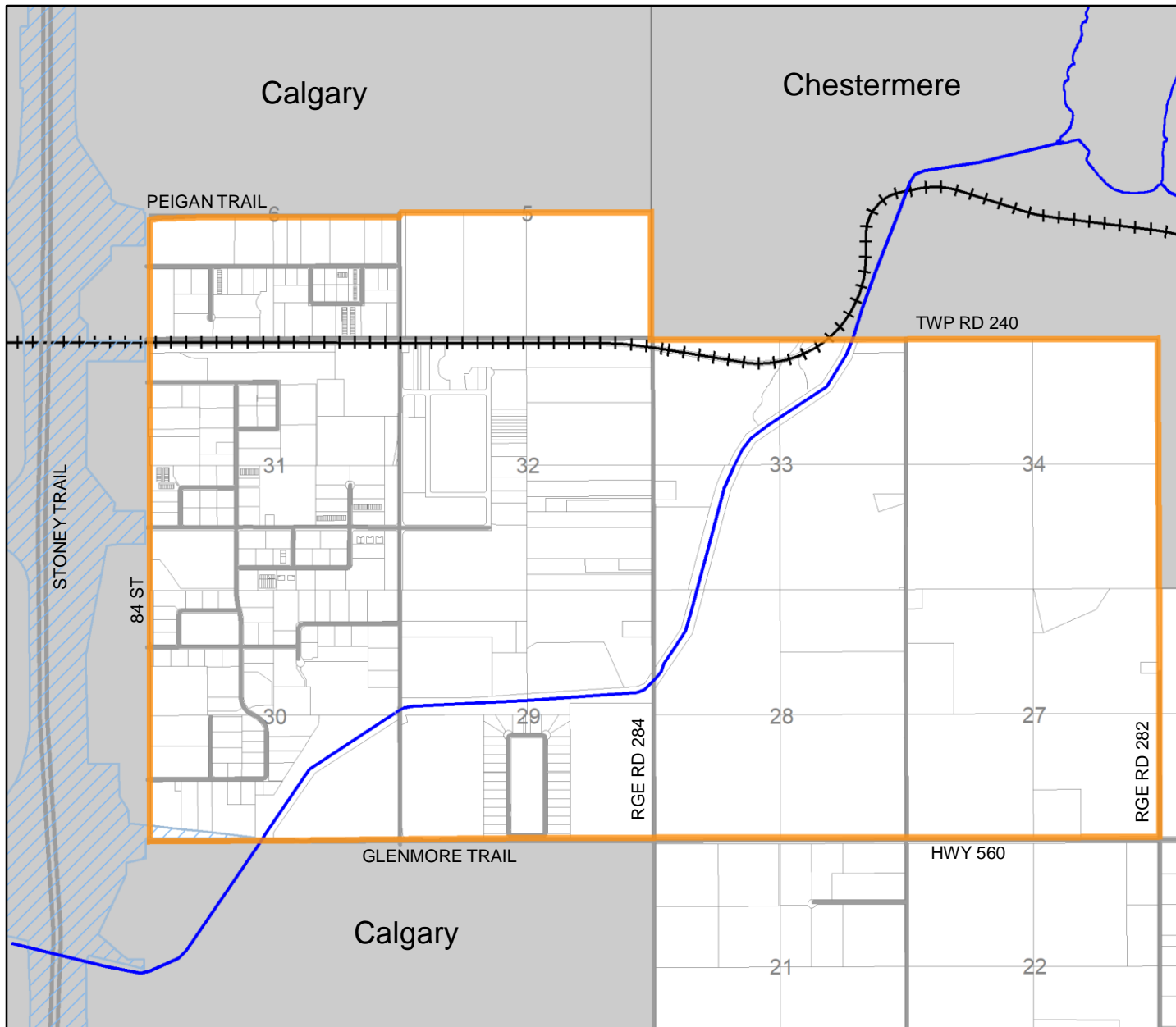
Appendix A contains definitions of technical terms used in the Plan. Appendix B provides a list of design guidelines for commercial and industrial development. Appendix C provides a list of key Alberta Energy Regulator documents that applicants should refer to when developing near oil and gas infrastructure.

3. PLAN AREA

The Janet Area Structure Plan encompasses approximately 2,330 hectares (5,758 acres) or nine (9) sections of land. The Plan area is bounded by Glenmore Trail (Highway 560) and the City of Calgary to the south, the City of Calgary to the west, the City of Calgary and City of Chestermere to the north, and Range Road 282 on the east. Map 1: Plan Area Location identifies the Plan area, while Map 2: Aerial Photo provides a photo as of spring 2018.

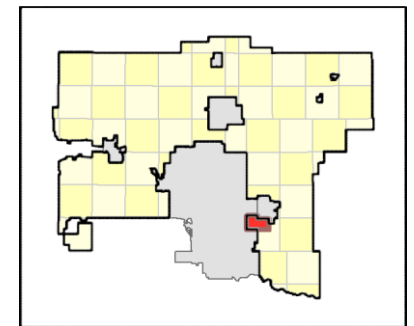
Plan Area Maps

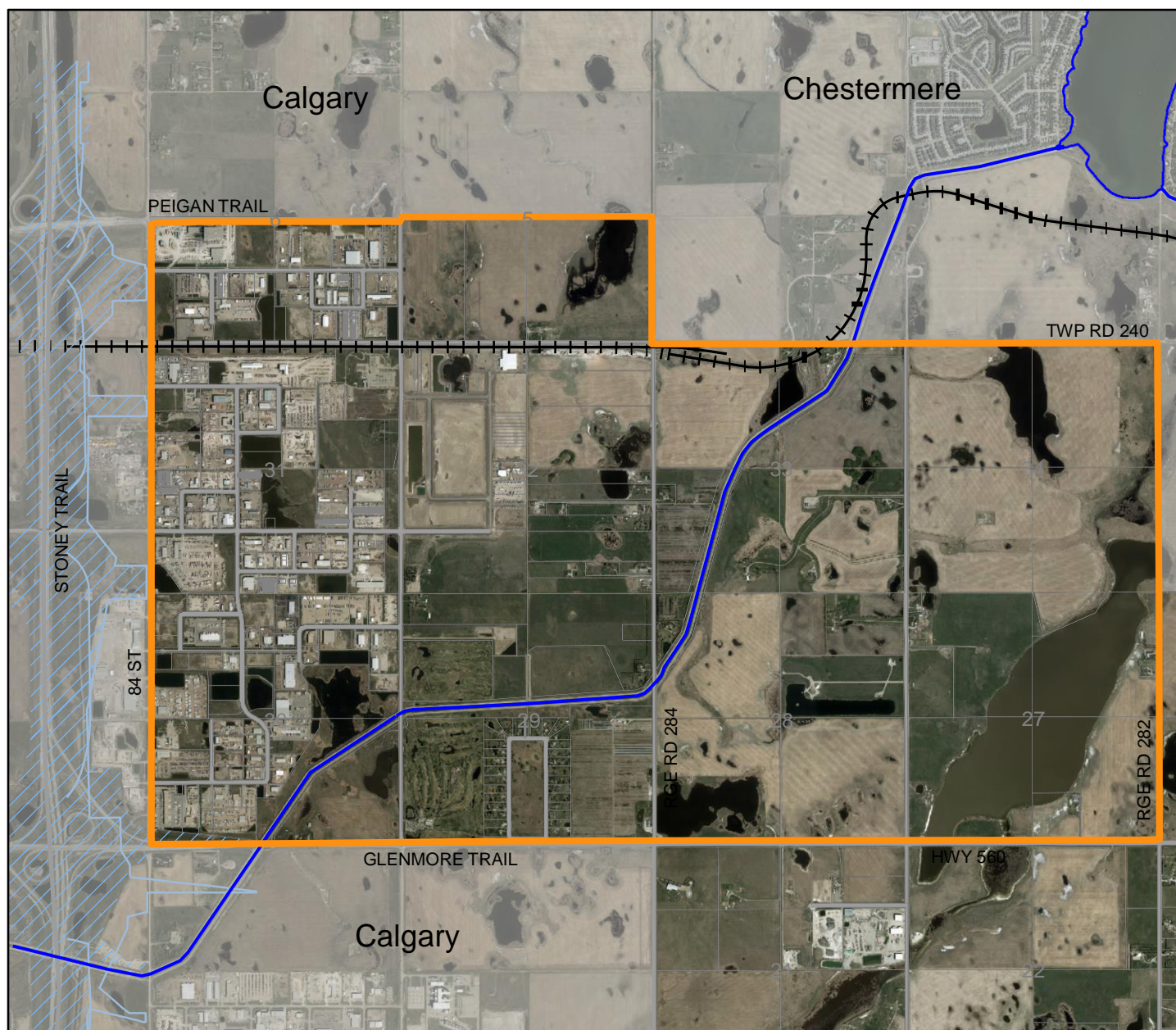
The Janet Area Structure Plan applies to the area within the defined boundary as shown on Map 1. The boundaries and locations of areas shown on the maps within the Area Structure Plan are not intended to define exact areas except where they coincide with clearly recognizable features or fixed boundaries such as municipal boundaries, property lines or road or utility rights-of-way. Furthermore, the locations of symbols depicting specific features on the maps are approximate only, not absolute, and should be interpreted as such. The precise location of these boundaries and areas will be determined by the County at the time of *local plan* consideration and approval.



Map 1:
Plan Area
Location

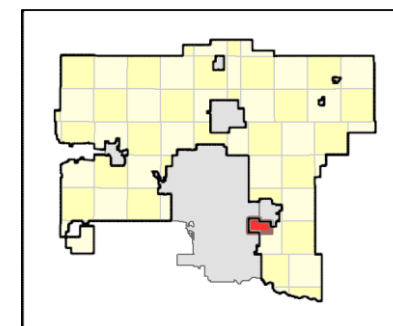
- ASP Boundary
- Western Headworks Canal
- Transportation and Utility Corridor
- CN Railway



Map 2:
Air Photo

- ASP Boundary
- Transportation and Utility Corridor
- Western Headworks Canal
- CN Railway

Air Photo Date: Spring 2018



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4. JANET TODAY

History

Janet began as a small hamlet and railway flag station in 1912. Located on the Canadian National railway line, passengers waited to board the train by flagging it down. With the exception of nearby Prairie Schooner Estates subdivision (1973), no significant residential development has emerged in the area despite the existence of the Hamlet of Janet.

Today the area is considered to be primarily suitable for industrial development. This notion of Janet developing as an industrial area emerged during the preparation of the Shepard Area Structure Plan. This Plan was a joint Area Structure Plan adopted by Rocky View County and the City of Calgary in 2001. In 2007, the City of Calgary annexed the Rocky View County lands south of Glenmore Trail that were contained in the Shepard Area Structure Plan. The remaining County lands in the Shepard Area Structure Plan area have largely been developed with industrial uses.

In 2013, County Council approved the Terms of Reference directing the preparation of a new area structure plan to replace the Shepard Area Structure Plan and a portion of the Calgary-Chestermere Corridor Area Structure Plan to provide for the development of a Regional Business Centre.

In 2019, County Council approved the Terms of Reference directing the preparation of an amendment to the Plan to facilitate development within the Long Term Development lands.

Surrounding Context

The Janet area shares borders with the City of Calgary on the west, north, and south sides. It also shares borders with the City of Chestermere on the north and east sides (Map 1).

In 2009, the City of Calgary approved the Shepard Industrial Area Structure Plan for lands west and south of the Janet area. This area structure plan provides for the development of industrial land uses in the City of Calgary. It also provides for a linear strip of commercial lands on the south side of Glenmore Trail.

The City of Calgary approved the East Regional Context Study in 2009 for the lands north of the Janet area. This study provides a framework for the staging and preparation of area structure plans and identifies these lands as a future residential growth corridor.

The Rocky View County / City of Calgary Intermunicipal Development Plan (2012) identify joint planning interests between the City of Calgary and Rocky View County, specifically with respect to key geographical areas and interface planning.

The City of Chestermere identifies lands north of the Janet area as General Urban (predominantly residential) in its Municipal Development Plan (2009).

The Edgewater Crossing Area Structure Plan, approved in 2013 by the City of Chestermere, provides a planning framework for the development of a residential community, north of the Janet area and east of the Western Headworks Canal. This community will provide a mix of residential uses together with a commercial / mixed-use node on the north side of Township Road 240.

The Waterbridge Master Area Structure Plan, approved by the Town of Chestermere in 2014, establishes a land use framework for lands north of Janet and west of the Western Headworks Canal. This Plan provides for the development of a series of residential communities including a City core.

Lands adjacent to the east boundary of Janet in the City of Chestermere are identified as Business Park / Employment in the Chestermere Municipal Development Plan.

The lands east and south of the Janet area in Rocky View County are agricultural and are governed by the agricultural policies of the County Plan. They comprise mainly of un-fragmented quarter sections and

farmstead parcels. The area to the south is also identified as a City of Calgary Industrial Growth Area in the Intermunicipal Development Plan. **Page 36 of 104**

Existing Land Use

A variety of activities occur within the Janet area with land use designations allowing for industrial, agricultural, country residential, commercial, and recreational uses (Map 3: Existing Land Use). The majority of industrial development is located in the western portion of the Plan area. The Hamlet of Janet, located southwest of the intersection of Township Road 240 and Range Road 284 encompasses only a small portion of the Janet Plan area. Located along Glenmore Trail, is the Heather Glen Golf Course, a 27 hole public course built in 1987.

There are a few existing country residential areas with large lots (ranging in size from 2 to 40 acres) in the Plan area. As well there is the 30 lot residential subdivision of Prairie Schooner Estates which has smaller parcel sizes (two acres). The majority of the eastern portion of the Janet Plan area includes large agricultural parcels and the Shepard Slough.

Existing Conditions

The Janet area is part of the Central East Rocky View region as described in the County Plan (Section 25.0). It is predominantly characterized by prairie grasslands, a flat to slightly rolling topography, and major wetlands (Shepard Slough) that support bird migration, a high water table, and groundwater discharge. The existing conditions are shown on Map 4: Existing Conditions and are discussed below.

Drainage and Wetlands: The Janet area is part of the Shepard sub-basin which contains water courses that flow south to the Bow River. The topography is fairly flat with few defined drainage courses. As in most parts of the County, much of the existing development has adopted rural stormwater management practices, incorporating culverts, ditches, and natural conveyance systems. Lack of comprehensive regional stormwater management has contributed to stormwater flooding and conveyance problems. Successful future development in the Plan area requires a comprehensive and regional solution to stormwater development.

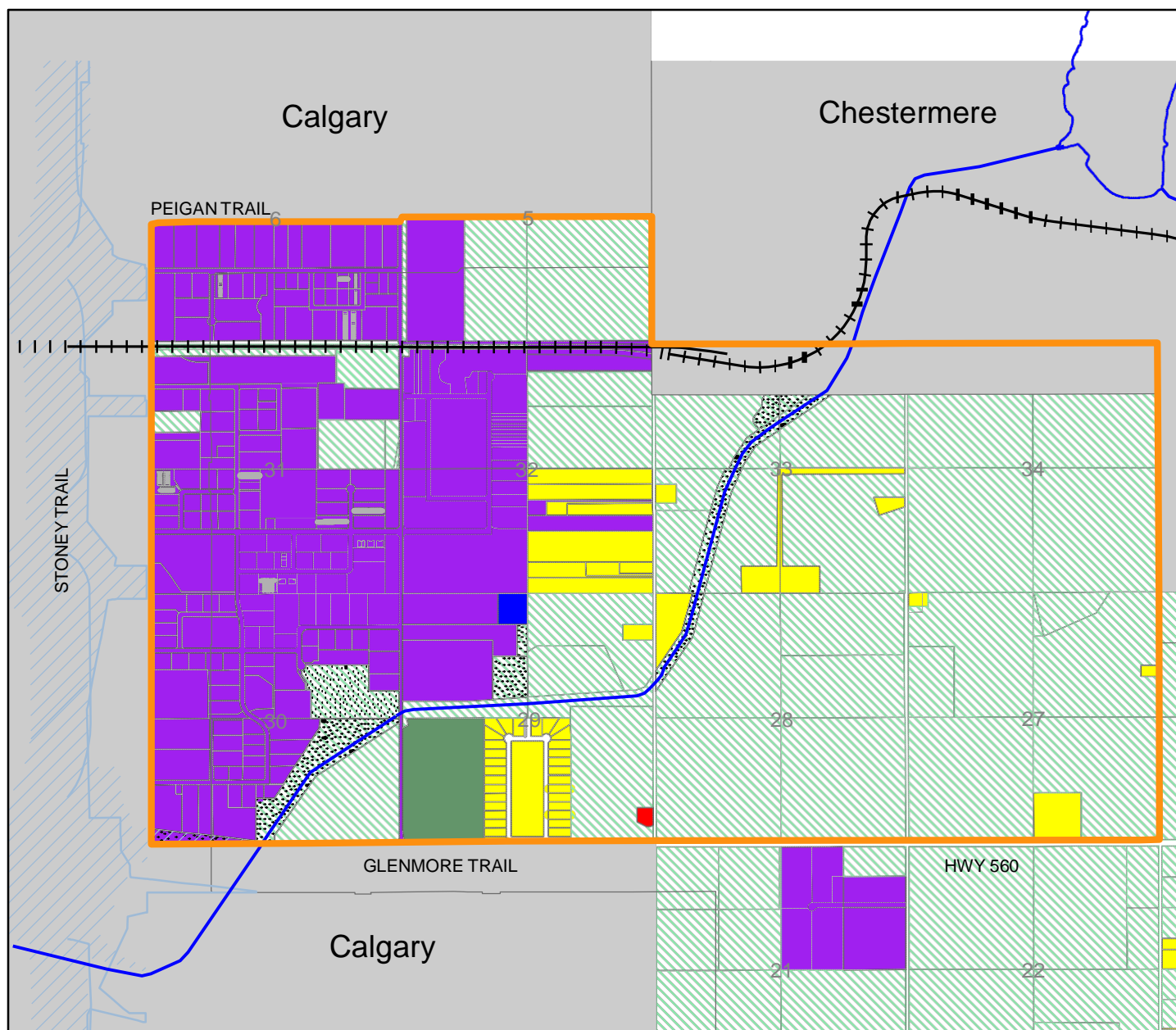
Transportation: The transportation system comprises a grid network of arterial roads consisting of township and range roads. This network connects into the provincial highway system at Glenmore Trail (Highway 560) at the southerly boundary of the Plan area and Stoney Trail to the west. The westerly portion of the Plan area has been developed with an internal system of collector and local roads to facilitate existing development previously approved under the Shepard Area Structure Plan. Network improvements will be required to facilitate new industrial and commercial growth together with interchange / intersection upgrades and development of internal collector and local roads.

Industrial Development: The westerly portion of the Plan area was for the most part developed under the Shepard Area Structure Plan. The Shepard Area Structure Plan provided a policy framework for limited service industrial development through the preparation of *local plans*. A total of eight existing *local plans* make up this area (Map 9).

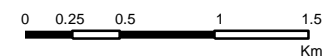
Country Residential Development: Two key areas of country residential development exist in the Plan area. One is situated in the central Plan area occupying approximately a quarter section of land, with parcels ranging from 2 to 40 acres in size. The other is the Prairie Schooner Estates community on the north side of Glenmore Trail, flanked by Heather Glen Golf Course on the west, and Crown Land (Western Headworks Canal) on the north.

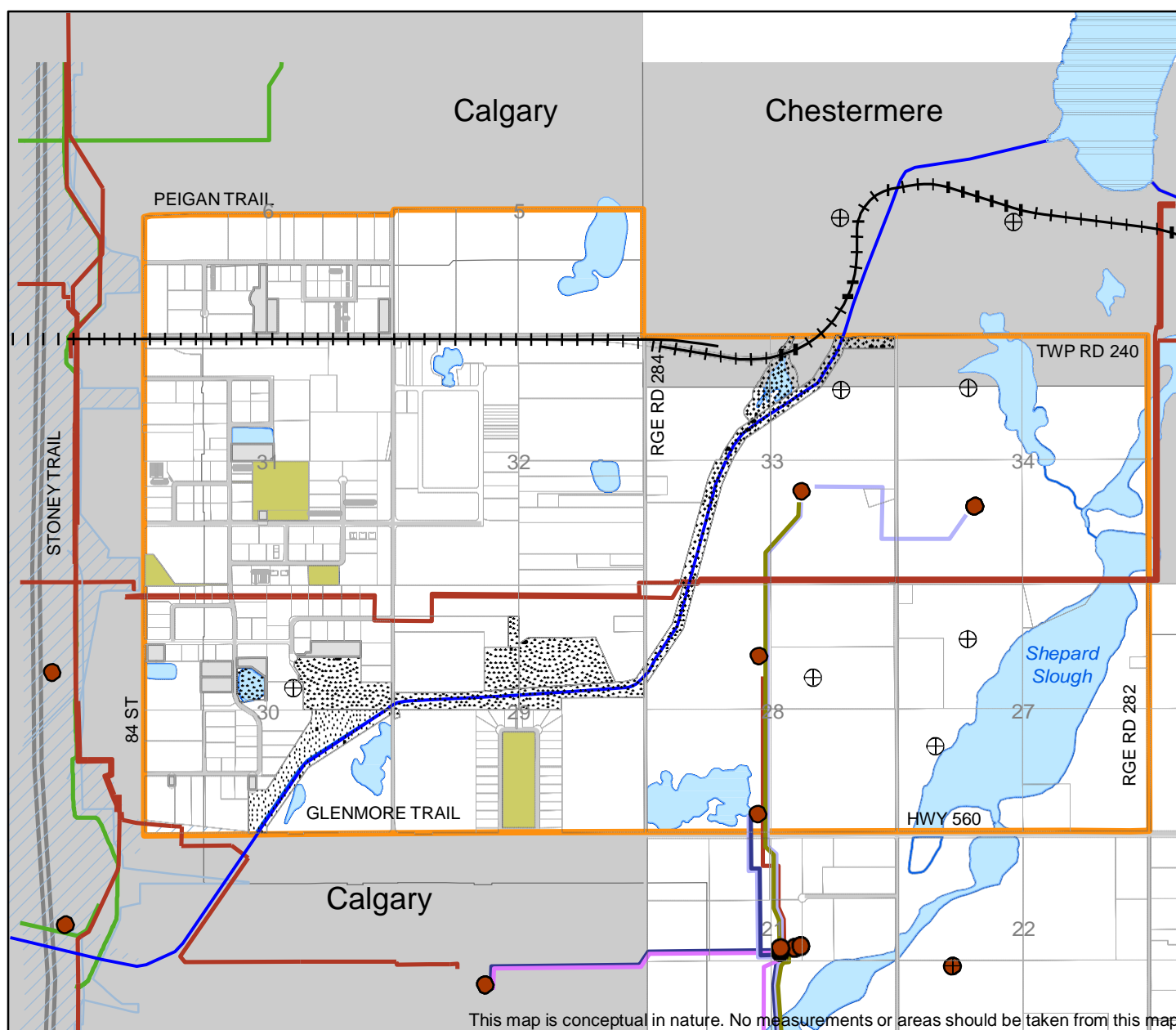
Canadian National Railway: The Canadian National Railway has a line running through the northerly portion of the Plan area in an east-west direction. This line provides rail service to the existing industrial area with the potential to serve additional industrial lands.

Crown Land and Western Headworks Canal: The Western Headworks Canal, located on a water strip of Crown Land, bisects the Plan area. This canal system is used to facilitate the irrigation requirements of local agricultural operations. The land also contains a regional pathway and trail system that provides recreational opportunities for the regional population.

Map 3:
Existing
Land Use

- ASP Boundary
- Agriculture
- Recreational
- Business
- Industrial
- Residential
- Public Service
- Crown Land
- Transportation and Utility Corridor
- Western Headworks Canal
- CN Railway



Map 4:
Existing
Conditions

- ASP Boundary
- Municipal Reserve
- Public Utility Lot
- Crown Land
- Water Bodies
- Transportation and Utility Corridor
- CN Railway
- Western Headworks Canal Oil/Gas
- Well Abandoned
- ⊕ Well Fuel Gas
- LVP Products
- Natural Gas
- Oil Well Effluent
- Salt Water
- Sour Natural Gas

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5. PLANNING FOR TOMORROW

Overview

The need for a new Janet Area Structure Plan has been determined based on a number of factors including development pressure, public concern, changing landscape conditions, and the need for land use policy in the Janet area to align with the recently adopted County Plan and other County policies.

The preparation of the Janet Area Structure Plan has been a multi-faceted process that considered a number of elements, including the:

- strategic directions and policies of the County Plan and other relevant County policy;
- key issues and opportunities identified by administration, residents, landowners, stakeholders, and municipal neighbours;
- physical constraints and attributes of the area; and
- ideas and input gathered throughout the public and stakeholder engagement process.

An overview of the above mentioned key factors informing the preparation of the Janet Area Structure Plan is outlined below.

Policy Direction from Other Plans

INTERIM GROWTH PLAN

On January 1, 2018, Rocky View County and nine other municipalities became part of a regional planning area defined as the Calgary Metropolitan Region. The Calgary Metropolitan Region Board Regulation (190/2017), enacted under the Municipal Government Act, directs that a regional growth plan and a supporting regional servicing plan shall be prepared to guide how lands within the 10 participating municipalities will develop. Prior to the Calgary Metropolitan Region Growth and Servicing Plans being adopted, the Region Board has approved an Interim Growth Plan (IGP). The IGP sets out three broad principles:

1. Promote the integration and efficient use of regional infrastructure.
2. Protect water quality and promote water conservation.
3. Encourage efficient, strong, and sustainable growth.

In adopting the Janet Area Structure Plan amendments for the Long Term Development area, Rocky View County has ensured the statutory plan amendments conform with the principles, objectives and policies of the Interim Growth Plan, including:

Table 1: Principles and Objectives of the Interim Growth Plan

Interim Growth Plan Policy	Corresponding ASP Sections
Policy 3.2.2 Intermunicipal collaboration	The County has undertaken thorough and structured engagement with the City of Calgary and City of Chestermere to address intermunicipal issues and opportunities throughout the amendment process. Appendix D provides specific methods of intermunicipal collaboration.
Policy 3.3.1 and 3.2.3 Protection of source water, wetlands, and regional corridors	Policies within Section 17 (Natural Environment), Section 21 (Utility Services), and Section 22 (Stormwater) of this ASP address these matters.
Policy 3.4.1.2 Intensification of settlement areas	Policies in Section 9 (Commercial) and Section 10 (Industrial) of this ASP address

	these matters.
Policy 3.4.2.1 and 3.4.2.2 Expansion of settlement areas	Policies in Section 9 (Commercial), Section 10 (Industrial) and Section 20 (Transportation) of this ASP address these matters.
Policy 3.4.5 Employment areas	Policies in Section 9 (Commercial) and Section 10 (Industrial) of this ASP address these matters.
Policies 3.5.1.1 and 3.5.2.1 Mobility and Transmission Corridors	Policies in Sections 14 (Gateways), 16 (Open Space and Parks), 20 (Transportation), 21 (Utility Services) and mapping in Appendix E address these matters.

COUNTY PLAN

The Janet area is identified in the County Plan as a Regional Business Centre in order to increase the County's non-residential assessment base and in recognition of the changing development scenario on adjacent lands. The County Plan directed that the future plan for Janet be reviewed to ensure consistency with the County Plan and other municipal documents. Historically, detailed planning in the Janet area was directed by the Shepard Area Structure Plan. Replacement of the Shepard Area Structure Plan was required due to annexation and the successful build-out of the Shepard area.

The Shepard Area Structure Plan identified the Janet area as a 'limited service' area, meaning County water and wastewater services were not provided. As there has been no County direction to connect this area to County utility services, and since servicing is unavailable from the City of Calgary, the Janet area will continue to be a limited service industrial area, accommodating industrial, commercial, recreational, and country residential uses.

ROCKY VIEW/CALGARY INTERMUNICIPAL DEVELOPMENT PLAN

Portions of the Janet Area Structure Plan are affected by the Rocky View County / City of Calgary Intermunicipal Development Plan. Specifically, this Intermunicipal Plan identifies Key Focus Areas including the Peigan Trail extension, the Glenmore Trail (Highway 560) industrial growth corridor, entranceways and interface planning, and the Shepard Drainage Plan, all of which require intermunicipal coordination.

CITY OF CHESTERMERE

Also, a portion of the Plan area borders the City of Chestermere. Intermunicipal coordination with the City of Chestermere, in the absence of an Intermunicipal Development Plan will address issues related to interface planning, land use compatibility, and joint infrastructure requirements affecting both municipalities.

Key Issues and Opportunities

A number of key issues and opportunities were identified during the preparation of this Plan, through research and analysis by County staff, public input, and communication with a variety of stakeholders. The key issues and opportunities are summarized below:

- a) Land Use: There was strong support for the Janet area being developed primarily for industrial uses, with a limited focus on commercial development. Key land use issues were identified related to interface treatment of lands adjacent to existing country residential and non-

industrial areas, and the eventual transition of some of these areas to industrial and commercial uses. The development of attractive business corridors and entranceways in the Janet area was identified as a key opportunity.

- b) Phasing: There was support for industrial growth to logically continue from west to east. A key issue identified was that a market study should be prepared to determine the short term and longer term phasing strategy for industrial growth.
- c) Environmental Protection and Stormwater Management: The area is generally flat and contains substantial wetlands (e.g. Shepard Slough) and the Western Headworks Canal which bisects the area. Developing a strategy to protect these and other important environmental features, while addressing an appropriate stormwater management solution was identified as a key issue.
- d) Transportation: Major provincial highways and arterial roads provide access to and from the area. One of the key issues was the required road upgrades and new road construction to accommodate growth.
- e) Infrastructure Servicing: The development of effective stormwater management and wastewater systems was regarded as important for the area. Key issues included ensuring that developers / businesses would be responsible to pay for the cost of servicing infrastructure and that better ways to recycle and reuse water would be explored to reduce the volume of on-site stormwater management.

Physical Constraints and Attributes

An evaluation of the Plan area's physical constraints and attributes was undertaken to help understand the opportunities for growth. These are discussed below:

- a) Transportation Utility Corridor and Stoney Trail: The Transportation Utility Corridor is a provincially owned utility corridor located along the western boundary of the Plan area that contains Stoney Trail (also known as the Ring Road). It functions as a freeway bypass for Deerfoot Trail (Highway 2) and provides access to the Plan area by way of Glenmore Trail and the future Peigan Trail extension.
- b) Grid Arterial Road Network: The Plan area is divided by a grid network of arterial roads running north-south and east-west. This grid network is spaced at intervals of approximately one mile apart and provides an excellent arterial network for connection into the provincial highway system (Glenmore Trail and Stoney Trail).
- c) Canadian National Railway: The Canadian National Railway runs through the Janet area in an east-west direction. An opportunity to service industrial lands may be possible through the development of spur lines.
- d) Crown Land and Western Headworks Canal: A linear corridor of Crown Land containing the Western Headworks Canal bisects the Plan area, providing an *open space* link connecting the City of Calgary and City of Chestermere. These lands contain a regional pedestrian pathway / trail system that could connect with other *open spaces* and local pathways / trails in the Plan area.

- e) Waterbodies: Several wetlands exist in the Plan area, with the largest being the Shepard Slough. The Slough is part of a larger system (the Shepard Wetland Complex) that extends southward into the City of Calgary. These natural systems provide a source for water storage, groundwater recharge, particle retention, and water quality protection. Lands adjacent to these wetlands can also be integrated into a regional *open space* system providing regional and local connectivity to the surrounding area.
- f) Stormwater Drainage: The Plan area generally drains from north to south to the Bow River. The Western Headworks Canal bisects the area in two and, while it has many positive attributes as mentioned above, it is a barrier for natural drainage through the Plan area. Alternative methods of stormwater management need to be explored given that the natural drainage flow is severed.
- g) Servicing: County piped services (water and sewer) will not be provided in this area. The area has been developed through the provision of limited services (pump-out tanks, private communal water and sewage systems, and water cisterns).
- h) Intermunicipal Interface: The Plan area abuts the City of Calgary along the Peigan Trail and Glenmore Trail (Highway 560) corridors. It also abuts the City of Chestermere along Peigan Trail and Range Road 282. Intermunicipal planning co-ordination will be required adjacent to these corridors.

Public Engagement Process

Rocky View County's commitment to an open, transparent, and inclusive process included the implementation of a communications and engagement strategy to actively engage stakeholders in meaningful discussion throughout the Plan preparation process. This strategy provided opportunities for landowners, stakeholders, adjacent municipalities, and the general public to provide input and to inform the outcome of the Plan. A summary of this process is found below:

Phase 1 – Awareness, Issues, and Goals: This was the initial start-up phase of stakeholder engagement that extended from July to November, 2013. In this phase, the County led an engagement process with a workshop to help define the vision and goals for the Janet area. Engagement focused on raising awareness about the planning process, identifying issues, and setting priorities for the Plan area.

Phase 2 – Evaluating Options, and Setting Direction: This phase extended from December, 2013 to February, 2014. In this phase, public engagement activities through a workshop and on-line survey helped confirm the vision for the Plan and explore areas where policy direction was still unclear.

Phase 3 – Draft Policies and Actions: In this phase, extending from March to June, 2014, the vision and directions for the Plan were confirmed through the development of draft policies and actions, and preparation of a first draft of the Plan. This first draft was introduced to stakeholders at an open house at the end of June.

Phase 4 – Plan Completion and Adoption: In this phase, extending from July to October, 2014, the draft Plan was refined based on public comment, agency circulation, and technical review. An

open house for the proposed Plan was held in early October and a Public Hearing held later in October.

Long-Term Development Area: To facilitate development within the Long-Term Development area, further public engagement occurred between September 2019 and XXXXX. Engagement included two open houses and online surveys. The intent of the engagement was to develop the land use strategy for the Long Term Development area.

6. JANET VISION AND GOALS

Janet Vision

The following vision statement provides an idea of what the Janet area could look like 20 to 25 years into the future:

The Janet area has developed into an attractive location for small-to-medium sized industrial businesses within the transportation, construction, and manufacturing sectors. The area benefits from its geographic location, a strong urban market, a nearby labour force, and its proximity to Glenmore and Stoney Trails. The development blends in well with adjacent industrial and commercial areas, complementing development in the City of Calgary and City of Chestermere. The area is served by an efficient transportation network, effective water and wastewater systems, and well-managed stormwater infrastructure.

Within the Plan area, the Prairie Schooner Estates remains an attractive country residential community with sensitively designed commercial development on adjacent lands. Regional recreational opportunities are provided through a network of open spaces, and pathways. A continuous greenway runs parallel to the major wetlands to the east and the irrigation canal which bisects the Plan area. While developing as a successful business centre, special attention was paid to conserving the natural environment, ensuring that wetlands, riparian areas, and water courses were protected, and an effective stormwater management system was put in place.

The success of the Janet Regional Business Centre was anticipated based on the area's proximity to regional demand, a growing urban market and labour force, competitive land values, and good transportation access. From the County's perspective, the Regional Business Centre supports the County's financial goals of increasing the business assessment base and providing employment for the local community and region.

Goals

There are 11 goals that have guided the formation of the Janet Area Structure Plan. These goals are based on policy direction from the County Plan; the existing physical characteristics of the area; and the key issues, constraints, and opportunities identified during the planning process. The goals are as follows:

1. Facilitate the development of the Janet area as a Regional Business Centre.
2. Support the continuation of existing agricultural operations until development of those lands to another use is deemed desirable.
3. Establish an attractive industrial area for small to medium industries in sectors such as manufacturing, transportation, and construction; and provide for limited-service industrial development with some supporting commercial uses.

Limited-service industrial development refers to development that can be achieved without the availability of full municipal services through the provision of private or communal sewage and water treatment systems, on-site water and on-site stormwater management or a combination thereof that is consistent with relevant County policy.

4. Ensure that the majority of the area adjacent to Peigan Trail and Glenmore Trail is comprised of business and commercial uses that are compatible to adjacent uses in the City of Calgary and City of Chestermere.
5. Provide for attractive and high quality development along Peigan Trail and Glenmore Trail that meets high standards of building design, siting, landscape design, and architectural treatment.
6. Protect existing non-industrial uses with appropriate land use and interface treatment measures.
7. Successfully manage stormwater through the development of a regional stormwater conveyance system and innovative stormwater management solutions including source control methods, bio-swales, re-use of rain water for irrigation, and other Low Impact Development measures.
8. Protect wetlands through the integration of wetlands as part of a sustainable stormwater solution.
9. Create a well-designed, safe, and interconnected transportation network that addresses the needs of motorists, pedestrians, and cyclists.
10. Preserve major wetland systems as sustainable natural areas to provide passive recreational opportunities for employees, residents, and the public.
11. Prioritize future development along existing road, infrastructure, and servicing routes, with development being phased in from west to east.

PART II: PLAN POLICIES

A. LAND USE

7. JANET LAND USE STRATEGY

Purpose

The Janet Land Use Strategy provides the framework for implementing the vision for the Janet Area Structure Plan by detailing the physical organization of land uses in the Plan area. The Strategy identifies general land uses, the approximate boundaries of the land use areas, and the policies that inform the development in each area. The Strategy for the Janet Area Structure Plan is shown on Map 5: Land Use Strategy. The policies related to the Strategy are found in Sections 6 to 24.

Preparation

The Janet Land Use Strategy was developed through a multi-faceted process that considered:

- County Plan direction
- Public input through the Janet Area Structure Plan engagement process
- Existing physical characteristics and development
- Market demand
- Technical review and analysis of the infrastructure capacity (transportation, utilities, and stormwater management)
- Intermunicipal and interagency discussion
- Council approved policies and the terms of reference for the preparation of the Janet Area Structure Plan

These components were woven together to formulate the Plan's Land Use Strategy, maps, and policies.

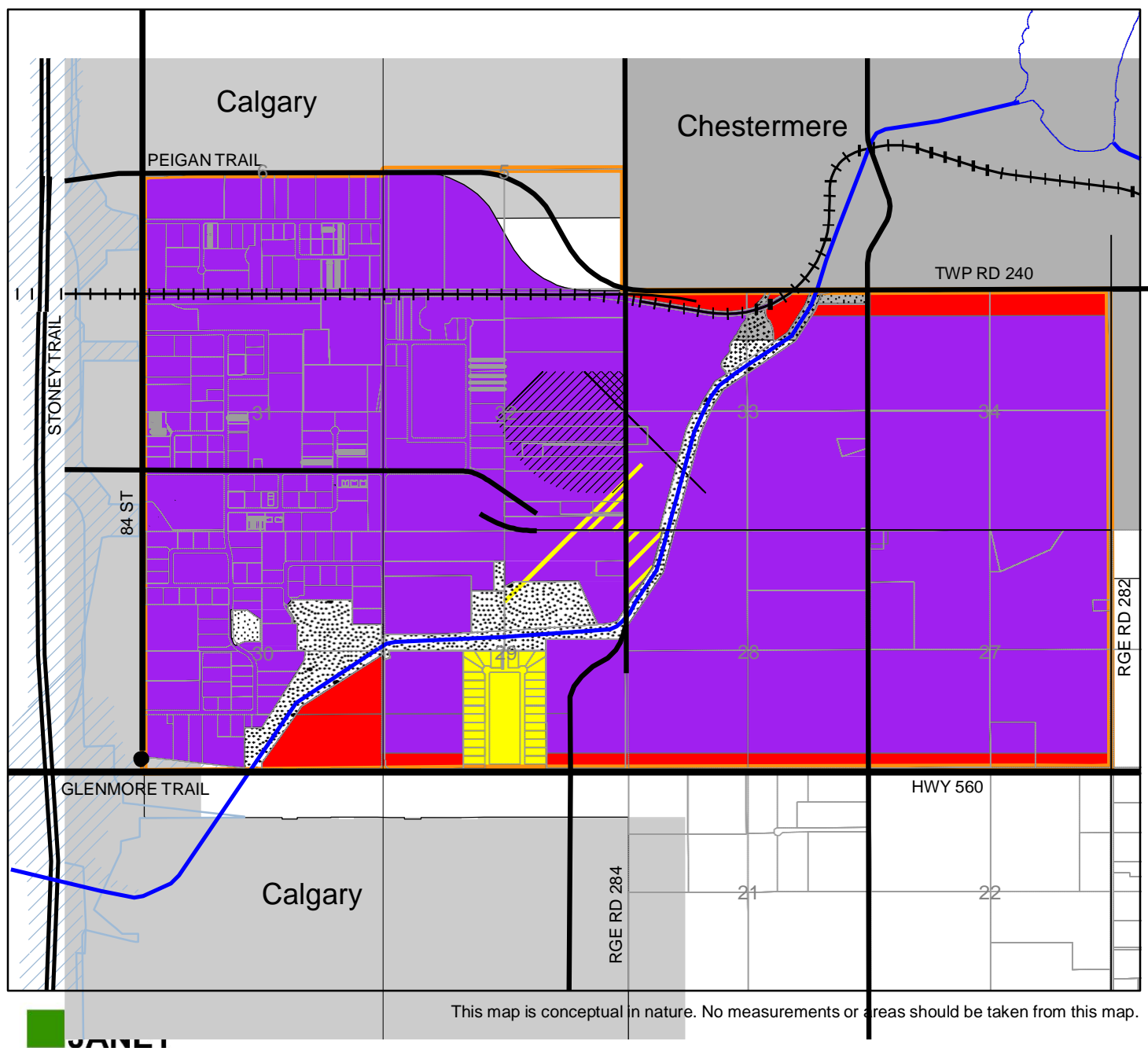
Strategy

The Janet Land Use Strategy provides for the development of a Regional Business Centre through an expansion of the existing industrial area developed under the Shepard Area Structure Plan. Development will proceed in an easterly direction, building on the existing industrial development.

The sub-components of the Land Use Strategy are listed below.

- The Janet area will develop as a limited-service industrial and commercial business area. Development is dependent upon the approval of comprehensive *local plans* and land use.

- The existing agricultural lands, which take up more than 50 per cent of the area within the Janet Area Structure Plan, will remain in agricultural use until such time as a change is deemed desirable.
- Commercial development will be permitted along the Glenmore Trail and Township Road 240 corridors. Ensuring high quality design of commercial development will contribute to creating attractive complementary development along these routes, which are adjacent to the City of Calgary and City of Chestermere.
- The Prairie Schooner Estates community is expected to remain as a permanent country residential area. The Business-Residential Interface area policies will be applied to business development on adjacent lands to ensure adequate buffering is provided for this residential area.
- The Residential Transition Area (Map 5) will continue as a residential area until such time as transition to business uses is deemed appropriate. The Business-Residential Interface area policies must be addressed for industrial development adjacent to these lands.
- The Heather Glen Golf Course is expected to be converted to business uses over the long term, but it is considered to be an asset to the area and will be encouraged to remain in its present use for the short to medium term.
- The future Peigan Trail alignment east of Range Road 285 will separate a small portion of the Plan area on the north side of Peigan Trail from the industrial area to the south. This area has special policies that recognize its eventual transition to future urban residential uses, in accordance with the policy direction contained in the Rocky View County / City of Calgary Intermunicipal Development Plan.
- A limited servicing strategy, which includes the use of cisterns, pump-out tanks or, communal systems will provide the water and wastewater solutions for business development.



Map 5: Land Use Strategy

- ASP Boundary
- Country Residential
- Industrial
- Commercial
- Residential Transition
- Special Policy Area
- Crown
- Transportation and Utility Corridor
- Roads
- Western Headworks Canal
- CN Railway



8. COUNTRY RESIDENTIAL

Country residential land uses have existed within the Plan area since 1978 and are identified on Map 3. The Land Use Strategy identifies a Residential Transition area and Country Residential area that provides a different land use strategy for each area.

OBJECTIVES

- Support the retention of existing country residential development identified as Residential Transition area until change to industrial development is deemed desirable.
- Support Prairie Schooner Estates to remain as a viable country residential community.
- Ensure that the impact of commercial and industrial development on existing country residential development is minimized through the implementation of appropriate interface design elements.

POLICIES

Residential Transition

The Residential Transition areas are near or adjacent to future industrial development areas. This Plan recognizes these existing residential areas, and will allow for their continuation until such time as transition to business uses is deemed appropriate.

- 8.1. Residential uses on lands identified as Residential Transition area (Map 5) will be allowed to continue until such time as a transition to industrial use is deemed appropriate, a *local plan* has been prepared, and the proposals for new land uses address the policies of this Plan.
- 8.2. Applications for industrial and commercial uses adjacent to a Residential Transition area shall:
 - a) demonstrate how the proposed land use is compatible with the adjacent residential use by considering the Business-Residential Interface area policies and the requirements of Section 10 of this Plan; and
 - b) include screening, buffering, and landscaping measures to mitigate the impact on the Residential Transition area.

Prairie Schooner Estates

The existing Prairie Schooner Estates, approved for subdivision in 1978, is located between Glenmore Trail and the Western Headworks Canal. The Plan recognizes the presence and desire of this community to remain as a viable country residential development and therefore, the need to sensitively integrate commercial and industrial development on adjacent lands.

- 8.3. Country residential development shall be supported in the Country Residential areas shown on Map 5.

- 8.4. Commercial and industrial development on land adjacent to the Country Residential areas shall be subject to the Business-Residential Interface area policies of this Plan (Section 13).

9. COMMERCIAL

Commercial development across the County provides a wide range of services to residents and the region, while contributing to the fiscal sustainability of the County. Over the next ten to 20 years, the Janet Plan area is expected to continue its development as a Regional Business Centre primarily catering to small-to-medium sized industrial businesses within the transportation, construction and manufacturing sectors.

In addition to the expected development in the industrial sector, the Plan area will develop as a high quality commercial area along Glenmore Trail. Commercial development in this area is envisioned as being moderate to large in size, primarily serving the needs of the regional population. Uses may include a combination of large format retail stores, services, offices, office parks, and personal service businesses.

OBJECTIVES

- Provide for attractive and high quality commercial development.
- Allow for the development of high quality commercial land uses on Glenmore Trail (Highway 560) and Peigan Trail (Township Road 240), which provide safe access and egress from adjacent highways and roads.
- Provide guidance on the types and design of commercial development appropriate for the Janet area.
- Ensure that commercial uses will be compatible with existing and future land uses.

POLICIES

General

- 9.1. Commercial development shall be located in the Commercial areas identified on Map 5.
- 9.2. Development within commercial areas should proceed in an orderly manner, supported by cost effective improvements and upgrades to the County's infrastructure and transportation networks.

Land Use

- 9.3. The primary commercial land uses should be large-format retail centres, shopping centres, outlet malls, office buildings, personal services, office parks, institutional uses, and tourist facilities that benefit from access to Glenmore Trail (Highway 560) or Peigan Trail (Township Road 240).
- 9.4. Commercial areas shall be designed in such a way and situated in a location that ensures safe and efficient access and egress from adjacent roadways.

Large-format retail uses are large floor area, single use buildings that locate on individual sites or are grouped together on larger sites. These large sites with many businesses grouped together are sometimes referred to as “regional shopping centres” or “power centres”.

- 9.5. Commercial uses located adjacent to existing or future residential or agriculture areas shall address the Business-Residential Interface (Section 13) or Agriculture Interface (Section 14) policies of this Plan.
- 9.6. Acceptable commercial uses are those activities primarily carried on within an enclosed building, where the operation does not generate any significant nuisance or environmental impact such as noise, appearance, or odour outside of the enclosed building.
- 9.7. Outdoor storage as a primary use should not be permitted in the commercial areas of the plan. Outside storage incidental to the primary use of the site shall be screened and located to the side or rear of the primary building.
- 9.8. Outside display areas are permitted, provided they are limited to examples of equipment, products or items related to the site's commercial use.

Local Plans

- 9.9. A *local plan* shall be required to support applications for commercial development (see Policy 26.1). The *local plan* shall:
 - a) provide detailed planning and design policies and guidelines for commercial development;
 - b) address the County's Commercial, Office and Industrial Design Guidelines and document how the *local plan* meets those guidelines;
 - c) provide architectural and site guidelines in order to provide a consistent thematic design to the commercial area;
 - d) where necessary, provide for current and future access requirements to Glenmore Trail (Highway 560) and Peigan Trail (Township Road 240);
 - e) ensure vehicle and pedestrian connections between *local plan* areas; and
 - f) consider and evaluate options for regional transit services to the Plan area.

Design

- 9.10. Commercial development shall be attractively designed, fit with existing development, and address the County's Commercial, Office and Industrial Design Guidelines and the design requirements of Appendix B.
- 9.11. Commercial development shall provide for convenient, attractive and efficient pedestrian and bicycle linkages between building entrances, sites and, where applicable, adjacent areas.

- 9.12. All private lighting including security and parking area lighting shall be designed to respect the County's 'dark sky' policies, conserve energy, reduce glare and minimize light trespass onto surrounding properties.
- 9.13. The use of fencing should not be permitted, other than for screening of outside storage, garbage bins, or for security purposes, provided the security area is adjacent to the side or rear of the primary building.

10. INDUSTRIAL

Over the next several decades, Rocky View County is expected to capture a greater share of the region's industrial development due to regional demand, its proximity to a growing market and labour force, competitive land values, and good transportation access.

The Janet area is identified in the County Plan (Map 1: Managing Growth), as a Regional Business Centre. The area will develop over time into an attractive location for more general industrial development catering to uses that do not require municipal-owned utility servicing. The development will benefit from its geographic location; in particular, its proximity to Stoney and Glenmore Trails. This area is expected to be especially attractive for small-to-medium sized industries within the transportation, construction, and manufacturing sectors.

The industrial policies support the development of a Regional Business Centre that provides local and regional employment opportunities, increases the County's business assessment base, and contributes to the long-term financial sustainability of the County.

OBJECTIVES

- Support the development of industries associated with the provincial and regional economic base such as construction, manufacturing, transportation, warehousing, distribution logistics, and oil and gas services.
- Support the development of a well-designed, industrial based, Regional Business Centre.
- Provide for the growth of local and regional employment opportunities.
- Provide for an efficient pattern of development and phasing.
- Support an orderly transition from existing agricultural, residential, and recreational uses to industrial uses.
- Promote financial sustainability by increasing the County's business assessment base.

The County Plan states the purpose of a **Regional Business Centre** is to provide regional and national business services, and local and regional employment opportunities. Regional Business Centres make a significant contribution towards achieving the County's fiscal goals. Regional Business Centres have the following characteristics:

- a concentration of commercial and / or industrial businesses;
- an efficient road connection to the provincial highway network;
- significant scale and scope of operations; and
- infrastructure with the potential to service the proposed development.

POLICIES

General

- 10.1. Industrial development shall be located in the areas identified as Industrial on Map 5.
- 10.2. Development of industrial uses should proceed in an orderly manner and be supported by cost effective and efficient changes to the County's existing infrastructure and transportation networks.

Land Use

- 10.3. Industrial uses such as distribution logistics, warehousing, transportation, services, construction, and manufacturing that do not have a significant offsite nuisance impact shall be deemed appropriate within the industrial area.

Distribution logistics refers to the business and activities associated with the management, handling and movement of goods and finished products from their point of origin and manufacture to their point of consumption.

- 10.4. Commercial, institutional, and other business uses that are compatible with industrial uses and have minimal impact on the local infrastructure, and do not generate large retail traffic volumes may be appropriate within the industrial area.

The following broad land use sectors have been identified as emerging areas of growth potential for the Janet area:

- transportation, warehousing and distribution / wholesale trade, particularly rail and trucking transportation and support industries, as well as logistics services such as freight or packaging / value-added services and distribution;
- professional, scientific and technical services, particularly engineering, consulting, and business services; and
- oil and gas servicing industries.

Local Plans

- 10.5. A *local plan* shall be required to support applications for industrial development (see Policy 26.1). The *local plan* shall:
 - a) ensure that the type of uses for the industrial area are consistent with those identified in policies 10.3 and 10.4;
 - b) where necessary, provide a strategy to mitigate offsite impacts;
 - c) address the policies of this Plan regarding the Business-Residential Interface and Agricultural Interface, where required;
 - d) address the County's Commercial, Office and Industrial Design Guidelines and document how the *local plan* meets those guidelines;

- e) provide for high quality development through landscaping, lot, and building design; and
 - f) consider and evaluate options for regional transit services to the Plan area.
- 10.6. All private lighting including security and parking area lighting shall be designed to respect the County's 'dark sky' Land Use Bylaw requirements, conserve energy, reduce glare, and minimize light trespass onto surrounding properties.
- 10.7. Where appropriate and feasible, a *local plan* should incorporate policies that provide for green building techniques and energy efficient building design.

Heather Glen Golf Course

The Heather Glen Golf Course was approved for recreational use in the mid-1980s. The 27 hole golf course is located on a 160 acre parcel adjacent to Glenmore Trail, east of Range Road 285. This Plan recognizes and supports continued recreational use of the property, but allows for conversion to commercial and industrial use if market demand warrants it and the policies of this Plan are addressed.

- 10.8. Recreational use of lands occupied by the Heather Glen Golf Course will be allowed to continue until such time as a transition to industrial or commercial use is desired and the proposal for the new land use addresses the policies of this Plan.
- 10.9. A change from recreational use to industrial or commercial use on the lands currently occupied by the Heather Glen Golf Course will be supported subject to the policies of this Plan.
- 10.10. An application for industrial or commercial uses adjacent to the existing golf course shall:
- a) demonstrate how the proposal is compatible with the adjacent golf course; and
 - b) include screening, buffering, and landscaping measures to mitigate the visual impact on the golf course.

11. AGRICULTURE

The continued use of land for agriculture purposes in the Plan area is appropriate and desirable until such time as the land is developed for other uses. The Policies support the retention and development of agriculture uses as per the direction of the County Plan, while Section 14 provides direction on developing adjacent to agriculture operations in a manner that minimizes land use conflict.

OBJECTIVES

- Support agricultural uses until alternative forms of development are determined to be appropriate.
- Provide for appropriate development of agriculture, farmsteads and first parcels out in accordance with the County Plan.
- Minimize the impacts of subdivision on existing and future development.

POLICIES

General

- 11.1. Agricultural lands within the Plan boundary shall develop in accordance with the policies of the County Plan.
- 11.2. Existing agricultural operations within the Plan boundary are encouraged to continue until development of those lands to another use is deemed desirable and that use is determined to be in accordance with the policies and land use strategy of this Plan.
- 11.3. The creation of a single lot from an un-subdivided quarter section for the purposes of a farmstead or first parcel out subdivision, or other agriculture development should be supported without the requirement of a *local plan* when it is in accordance with the relevant policies of this Plan and the County Plan.
- 11.4. Farmstead lot size shall meet the minimum and maximum size requirements of the County Plan and shall be no larger than is necessary to encompass the existing residence, associated buildings, landscape improvements, and access.
- 11.5. Residential first parcels out shall be situated in a manner that minimizes the impact on future development of the site. Residential first parcels out:
 - a) shall meet the site requirements of the County Plan;
 - b) shall meet the County's access management standards; and
 - c) should be located on the corners of the quarter section.
- 11.6. Applications for Confined Feeding Operations shall not be supported in the Plan area.

12. BUSINESS-RESIDENTIAL INTERFACE

Business-Residential Interface areas are those industrial or commercial land use areas that are adjacent to existing or proposed residential land use areas. Minimizing the direct impact of commercial and industrial development on existing and future residential areas is accomplished by giving careful consideration to land use, spatial separation, roadway design, landscaping and the design and layout of buildings. The policies to achieve a compatible interface are located in this section. These policies will be applied to those areas adjacent to the Country Residential area identified on Map 5 and should be considered for those areas adjacent to the Residential Transition areas.

OBJECTIVES

- Minimize the impact of commercial and industrial development on residential development.
- Provide edge conditions in Business-Residential Interface areas that are complementary to adjacent residential areas.

The term business is used in its broadest meaning to encompass commercial and industrial activities.

POLICIES

General

- 12.1. *Local plans* for business uses adjacent to the Country Residential area and the Residential Transition areas on Map 5 shall include an interface strategy that addresses the policies of this section.
- 12.2. The local road network within the Business-Residential Interface area should be separated and / or buffered from adjacent residential areas.

Business Uses

- 12.3. Business uses located adjacent to the Country Residential area on Map 5 shall comply with the following requirements.
 - a) Acceptable uses are those business activities primarily carried on within an enclosed building that generate no significant nuisance impact outside of the enclosed building. Business uses that interfere with the use and enjoyment of adjacent residential development because of the nature of the business use should not be permitted, even where the business activities may be fully enclosed within a building.
 - b) Outside storage is not an acceptable use in the Business-Residential Interface area.

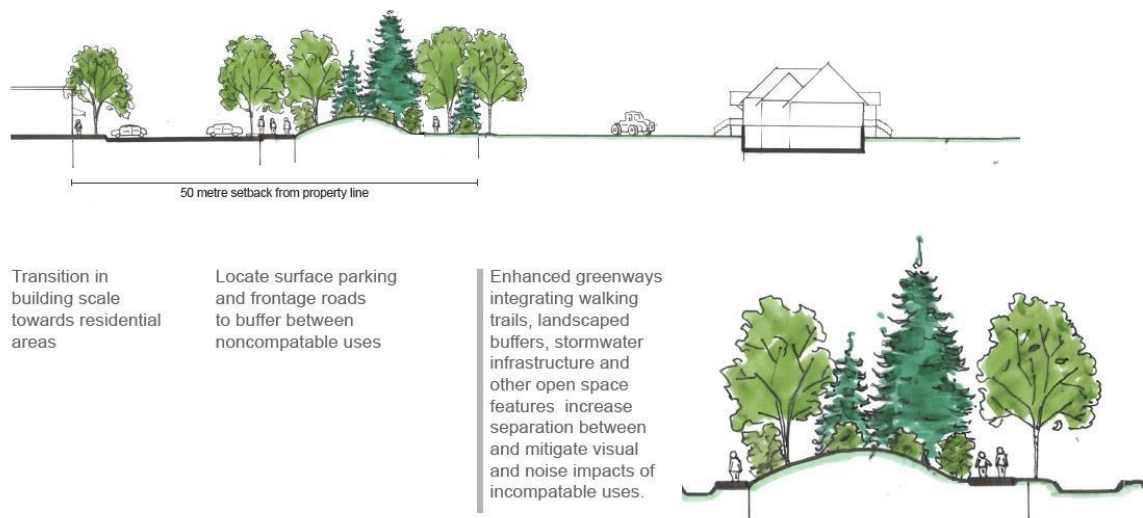
Setback Area

Spatial separation between business and residential uses is achieved by providing setbacks for the industrial or commercial buildings within the interface areas.

- 12.4. Where commercial or industrial buildings are on lands adjacent to the Country Residential area, the commercial or industrial building shall be set back a minimum of 50 metres from the commercial or industrial property line.
- 12.5. Where a trail or pathway is located within or adjacent to a Business-Residential Interface area, the pathway and associated *open space* may be counted as part of the 50 metre building setback.

Figure 1

Business Residential Interface area includes building design, setbacks, landscaping, and use considerations.



Setback Area Use and Landscaping

- 12.6. Uses within the setback area in a Business-Residential Interface area may include:
- a) landscaping, berms, landscaped stormwater ponds, natural wetlands, trails, and linear parks; and
 - b) surface parking where the parking is hidden from view by berms and / or landscaping.
- 12.7. High quality landscaping should be emphasized in the setback area. A landscape plan shall be prepared for the setback area as part of a *local plan* that addresses the County's Land Use Bylaw, and Appendix B guidelines.
- 12.8. Mass plantings and / or berms are required to minimize the visual impact of the commercial / industrial buildings within an interface area. These plantings and / or berms:
- a) should incorporate natural contours and variations in height, in order to achieve a natural landscaped appearance; and

- b) may be located in either the Business-Residential Interface area or municipal reserve, if provided.

Building Quality and Appearance

- 12.9. High quality building appearance should be emphasized where industrial / commercial buildings face residential areas. Building design shall address the requirements of Appendix B of this Plan.
- 12.10. The maximum height of buildings on lots adjacent to a residential area shall be 12.5 metres or lower where required by the County's Land Use Bylaw.
- 12.11. The lot coverage of buildings on lots adjacent to a residential area shall be a maximum of 25 per cent.
- 12.12. Garbage storage, loading bays, loading doors, or other activities creating heavy truck movements on lots adjacent to a residential area should not face the residential area.

13. AGRICULTURAL INTERFACE

Agriculture is a significant land use within the Janet Plan area and will continue in many parts of the Plan area until the envisioned development occurs. It is important that agricultural uses are allowed to continue unimpeded until the land transitions to an alternate land use.

In accordance with the policies and actions of the County Plan, a set of Agricultural Boundary Design Guidelines shall be deemed developed. The Guidelines provide recommendations for a variety of buffering, siting, and design techniques to minimize impacts of non-agricultural development on agricultural operations and to reduce potential land use conflicts.

OBJECTIVE

- Ensure an appropriate interface between non-agricultural uses and agricultural land or operations, in order to avoid negative impacts on agriculture operations.

POLICIES

- 13.1. Applications for non-agricultural development adjacent to agricultural lands should adhere to the County's Agricultural Boundary Design Guidelines.
- 13.2. Proposals for non-agricultural development adjacent to agricultural lands located either within or outside of the Plan boundary shall incorporate buffering, siting, and design techniques to minimize negative impacts on agricultural lands.
- 13.3. Agricultural buffering techniques may include a combination of the following:
 - a) barrier fencing to prevent access;
 - b) vegetated berms;
 - c) community agriculture plots;
 - d) stormwater management facilities;
 - e) ecological / vegetative buffers;
 - f) use of topographic barriers such as slopes, roads, watercourses or wetlands; and
 - g) increased setbacks for housing and other buildings.
- 13.4. Public access such as trails, pathways, and parks should be discouraged adjacent to agricultural lands unless supported by the open space and pathway plan (Map 6).

14. GATEWAYS

The northern edge of the Plan area along the Peigan Trail (Township Road 240) forms a gateway between Rocky View County, the City of Calgary and the City of Chestermere. The southern edge of the Plan area along Glenmore Trail (Highway 560) forms a gateway between Rocky View County and the City of Calgary. As these gateways provide first and last impressions for area residents and the traveling public, it is important for them to be visually attractive and well maintained.

OBJECTIVES

- Create attractive, orderly and well maintained gateways through high quality development and landscaping.
- Ensure gateway development is coordinated with adjacent municipalities.

POLICIES

- 14.1. Lands adjacent to Glenmore Trail (Highway 560) and Peigan Trail (Township Road 240) are gateway areas and shall be subject to the Gateways policies of this Plan.
- 14.2. Consideration shall be given to travelers' and adjacent landowners' impressions when determining appropriate land use, siting, building design, and landscaping.
- 14.3. *Local plan* design should consider such factors as sight lines, noise attenuation, setbacks, berms, constructed barriers, natural land features, and innovative building design. Landscaping and signage should be of high quality.
- 14.4. Gateways should be developed in accordance with the County's Commercial, Office and Industrial Guidelines.
- 14.5. Where a gateway along Glenmore Trail (Highway 560) and Peigan Trail (Township Road 240) is shared by Rocky View County, the City of Calgary or the City of Chestermere, Rocky View County will collaborate with the respective municipalities and / or Alberta Transportation to create an attractive gateway.

15. SPECIAL POLICY

The alignment and construction of Peigan Trail within the S ½ 5-24-28-W4M will result in the lands within the Plan area on the north side of this alignment being isolated from the industrial lands to the south. The Rocky View County / City of Calgary Intermunicipal Development Plan (Policy 4.6.3) states that once the Peigan Trail functional alignment has been established, the City of Calgary should initiate the annexation of the lands on the north side of this alignment for future urban residential purposes. The Janet Plan recognizes this area as a Special Policy area where existing agricultural uses are encouraged to remain until development of those lands for residential use is deemed appropriate.

OBJECTIVES

- Support the long term protection of land on the north side of the Peigan Trail alignment for future urban residential development by the City of Calgary.
- Prohibit development on these lands that would compromise the future transition of this area into an urban residential form.

POLICIES

- 15.1. The County recognizes the policy direction established through the Rocky View County / City of Calgary Intermunicipal Development Plan for the County's lands within S ½ 5-24-28-W4M, north of the Peigan Trail alignment. The County supports the policy to have the City of Calgary annex those lands for future residential use once the alignment of Peigan Trail has been established in the area. Those lands are designated as a Special Policy area in this Plan (see Map 5).
- 15.2. Existing agricultural operations within the Special Policy area are encouraged to continue until development of those lands to another use is deemed desirable.
- 15.3. Any changes to agricultural uses within the Special Policy area shall be subject to the regulations of the Rocky View County Land Use Bylaw, and the policies of this Plan respecting agricultural lands (Section 11).
- 15.4. Annexation of the Special Policy area (identified on Map 5) by the City of Calgary shall require an amendment to this Plan.

B. SERVICES

16. OPEN SPACE, PARKS, AND PATHWAYS

Open space, parks, pathways, and trails contribute to community building by preserving rural landscapes and providing a variety of opportunities for passive and active recreation. Communities need to have a wide range of accessible, connected, inviting, *open spaces*. Since the Janet area will be a predominantly industrial and commercial area, a creative approach will be required to provide for the unique needs of the area. Pathways that connect neighbouring municipalities are also important to provide regional connections to other adjoining areas and amenities.

Open space means all land and water areas, either publicly owned or offering public access that are not covered by structures. *Open space* may include parks, environmentally significant areas and other natural areas, pathways and trails, greenways, land for schools and recreation facilities, utility corridors, golf courses, and cemeteries.

OBJECTIVES

- Promote, conserve and enhance an interconnected *open space* system, one which is geared to the needs of a predominant business area.
- Ensure that *open space* and parks have an ecological, social, cultural, recreational, and / or aesthetic function and that each space operates in a sustainable manner.
- Provide for an interconnected regional and local network of pathway and trail connections.
- Provide opportunities for passive recreation and alternative transportation modes within industrial and commercial areas.

POLICIES

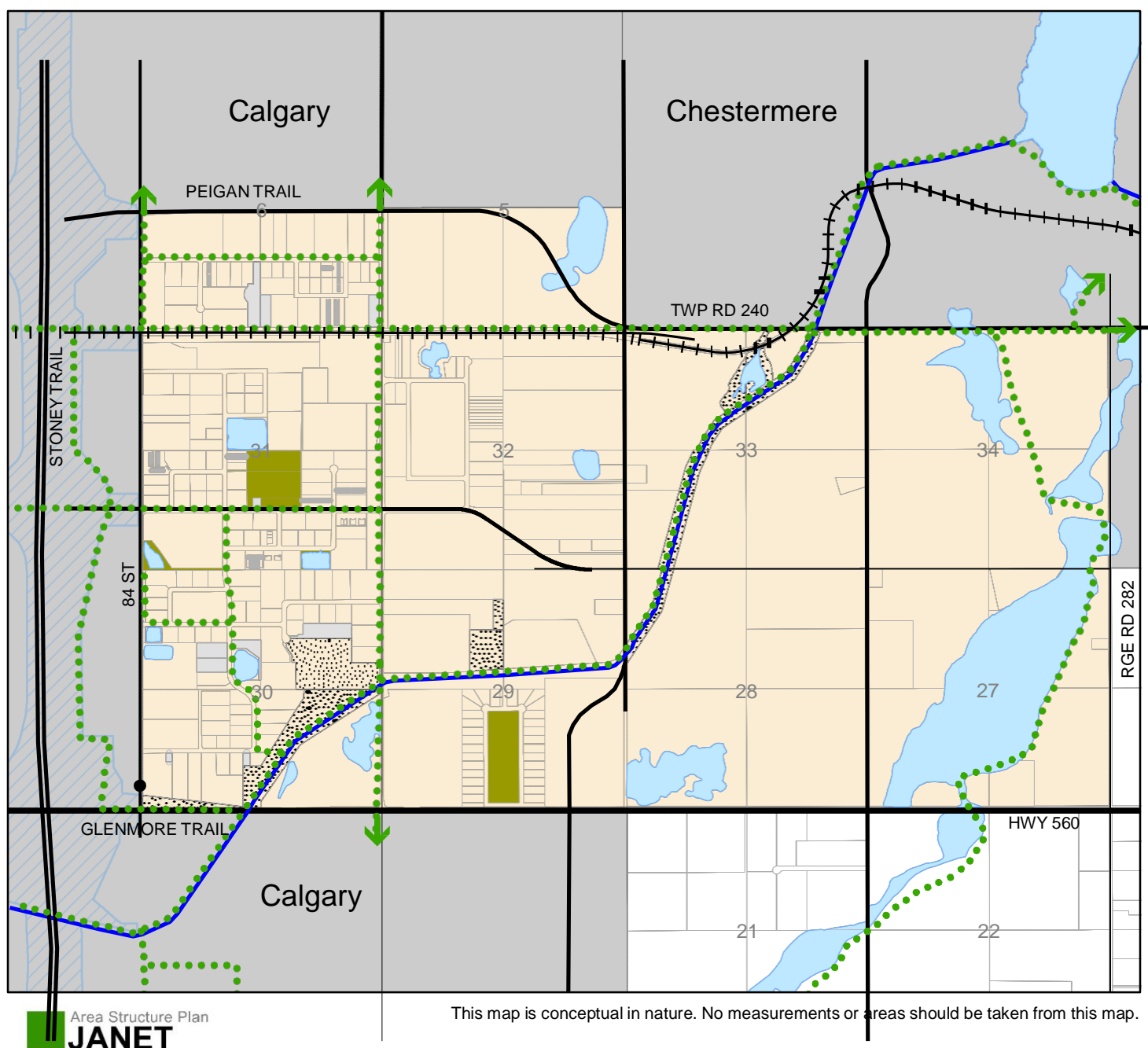
Open Space

- 16.1. An interconnected system of *open space* shall be provided in the Plan area that is in general accordance with Map 6: Pathways and Trails.
- 16.2. *Open space* shall be provided in the Plan area through such means as:
 - a) the dedication of reserve lands, environmental reserves, and public utility lots;
 - b) the provision of environmental reserve easements, conservation easements, or other easements and rights-of-way;
 - c) government lands for public use;
 - d) privately owned land that is accessible to the public;
 - e) publicly owned stormwater conveyance systems;

- f) land purchases, endowment funds, land swaps, and donations; and / or
 - g) such other mechanism as may be approved by the County.
- 16.3. *Open space* shall be planned and integrated into the Plan area so that each space will provide a positive and safe social, cultural, ecological, aesthetic, and / or recreational function.

Pathways, Trails and Sidewalks

- 16.4. The network of pathways, trails, and sidewalks should promote walking and cycling, and provide connections between commercial and industrial areas.
- 16.5. *Local plans* prepared for the Plan area should provide for a pathway, trail, and sidewalk network that generally aligns with the network shown on Map 6:
- a) provides connections within and external to the *local plan* area;
 - b) wherever possible be located within, or align with, a park, wetland, natural water course and riparian area, other natural area, and / or the stormwater management conveyance system;
 - c) contributes to the regional trail and pathway system and where required, connect with other municipalities' pedestrian network; and
 - d) incorporate Crime Prevention Through Environmental Design (CPTED) features.
- 16.6. Where the regional pathway, trail, and sidewalk network cannot be located within a park, stormwater management conveyance system or natural area, it may be located within a road right-of-way in accordance with applicable County standards or in municipal reserve land adjacent to roads with a rural cross section.
- 16.7. The design and construction of parks, pathways, trails, and associated amenities shall be of high quality and shall adhere to County's Servicing Standards and the Parks and Open Space Master Plan design criteria.



17. NATURAL ENVIRONMENT

The central eastern region of Rocky View County is characterized by cultivated agricultural land and small areas of native grasslands. Scattered throughout the Janet Plan area are a number of wetland complexes with a series of permanent wetlands located in the easterly portion of the Plan area. Natural drainage from the Janet area occurs with surface water flowing southward to the Shepard Wetland complex. The purpose of these policies is to provide for the long term conservation of valued wetlands and adjacent riparian areas.

A **wetland** is a land saturated with water long enough to promote wetland aquatic processes as indicated by poorly drained soils, hydrophytic vegetation, and various kinds of biological activity that are adapted to a wet environment.

A **wetland complex** is comprised of two or more permanent or intermittent wetlands, connected by natural vegetation and drainage courses.

Riparian land is the vegetated (green zone) area adjacent to rivers, creeks, lakes, and wetlands. These areas have a distinct vegetative community that is a result of increased soil moisture and different soil types.

Wetlands and riparian areas connect ground water to surface water, provide important wildlife and waterfowl habitat, clean and purify water, and provide recreational opportunities.

OBJECTIVES

- Provide for the protection and enhancement of wetlands and wetland values.
- Provide for the protection and enhancement of riparian areas adjacent to wetlands and watercourses.
- Ensure wetlands are assessed in detail through the *local plan* preparation process.
- Provide guidance regarding building and development in and through riparian areas.

POLICIES

Wetlands

- 17.1. Wetland protection shall be guided by County and Provincial policy.
- 17.2. The County shall require the use of the Provincial system to determine wetland classification and relative wetland value.
- 17.3. *Local plans* shall identify the classification of wetlands within the Plan area boundary. This shall be done as part of a wetland assessment, to be provided at the *local plan* preparation stage.
- 17.4. *Local plans* shall determine, through consultation with the Province, whether wetlands are Crown owned land.

The Province has published a "Guide for Assessing Permanence of Wetland Basins" as a tool to assist in the identification of Crown owned land.

- 17.5. Wetlands, not claimed by the Crown, that have a high relative value should be dedicated as environmental reserve or environmental reserve easement.
- 17.6. Wetlands that form part of a stormwater drainage conveyance system shall be retained.
- 17.7. Where wetlands are not retained, developers shall provide for appropriate replacement, in accordance with Provincial policy.

Riparian Areas

- 17.8. Riparian area protection shall be guided by County and Provincial policy.
- 17.9. The riparian setback area from a protected watercourse shall be determined using the province's "Stepping Back from the Water: A Beneficial Management Practices Guide for New Development Near Water Bodies in Alberta's Settled Region", or a similar provincial document which may replace this document.
- 17.10. The riparian setback area shall be protected by designation as environmental reserve, environmental reserve easement, municipal reserve, or by other means satisfactory to the County.
- 17.11. Building and development in the riparian setback area shall be in accordance with the County's Land Use Bylaw and Riparian Setback policy.
- 17.12. The riparian setback area uses may include parks, pathways, and trails.
- 17.13. Public roads and private access roads may be allowed in the riparian setback area but should be located, designed, and constructed so as to minimize disturbance to the riparian area.
- 17.14. The riparian protection area shall remain vegetated and development proponents are strongly encouraged to maintain the natural riparian function through the use of native plant species.

18. RESERVES

Reserves and environmental reserves are lands dedicated to the community as public land during the subdivision process. Reserves enhance the community by providing land for *open space*, parks, schools, and recreational amenities. Environmental reserves protect the community and the natural environment by preventing development in hazardous areas such as ravines and floodways.

Reserves are lands dedicated to the community by the developer through the subdivision process as defined in the Municipal Government Act. Reserves may include:

- Municipal reserve
- Community services reserve
- Municipal and school reserve
- School reserve

Instead of a land dedication, the County may accept the equivalent value of the land as money. Money in place of reserves is shared between the school boards and the recreation districts.

OBJECTIVES

- Provide for the dedication of reserves in order to meet the educational, recreational, cultural, and social needs of the community.
- Provide for the taking of money in place of land for municipal reserve, school reserve, or municipal school reserve.
- Provide direction on the timing of reserve dedication.
- Provide for the identification and protection of environmentally significant land or hazard land through the dedication of environmental reserve or environmental reserve easements.

POLICIES

- 18.1. Reserves owing on a parcel of land shall be provided as:
 - a) municipal reserve, school reserve, or municipal and school reserve;
 - b) money in place of reserve land; or
 - c) a combination of land and money.
- 18.2. Municipal reserve, school reserve or municipal and school reserve shall be provided through the subdivision process to the maximum amount allowed by the Municipal Government Act.
- 18.3. Prior to the disposition of municipal or school reserve land declared surplus by the school board, the County will determine if the land is required for community services reserve

Community services reserves are reserve lands declared surplus by the school boards. Community services reserve land may be used for:

- a public library;
- a police station, a fire station, or an ambulance services facility;
- a non-profit day care facility, senior citizens facility, or special needs facility;
- a municipal facility providing service directly to the public; or
- affordable housing.

- 18.4. Voluntary dedication of reserve land beyond the maximum amount allowed by the Municipal Government Act may be considered if it is demonstrated that the additional reserve will benefit the community and result in no additional acquisition costs to the County.
- 18.5. All or a portion of reserve land may be deferred by registering a deferred reserve caveat if it is determined that the reserve could be provided through future subdivision.
- 18.6. The acquisition, deferral, and disposal of reserve land and use of money in place of reserve land shall adhere to County policy, agreements with local school boards, and the requirements of the Municipal Government Act.
- 18.7. Provision and allocation of reserves shall be determined at the time of subdivision by the Subdivision Approving Authority.
- 18.8. The dedication of reserves should meet the present or future needs of the Plan area by considering the recommendations of this Area Structure Plan, the County's Parks and Open space Master Plan, a *local plan*, school boards, and / or recreation boards.
- 18.9. The amount, type, location, and shape of reserve land shall be suitable for public use and readily accessible to the public.
- 18.10. Where development of private land does not allow for a component of the parks, trail, and pathway system (Map 6), consideration should be given to providing park space, trails, pathways or amenities through the use of:
 - a) money in place of reserve land,
 - b) money from the sale of surplus reserve land; or
 - c) other sources of identified funding.

Environmental Reserves

- 18.11. Lands that qualify as environmental reserve should be dedicated as environmental reserve or environmental reserve easement through the subdivision process, as per the Municipal Government Act.

- 18.12. Lands that are determined to be of environmental significance but do not qualify as environmental reserve should be protected in their natural state through alternative means as determined by the County.
- 18.13. Environmental reserves should be determined by conducting:
- a) a Biophysical Impact Analysis report;
 - b) a Geotechnical Analysis; and / or
 - c) other assessments acceptable to the County.

Reserve Analysis

- 18.14. A reserve analysis shall be required with the preparation of a *local plan* to determine the amount, type, and use of reserves owing within the *local plan* area.
- 18.15. The reserve analysis shall include a determination of:
- a) the total gross area of the *local plan*;
 - b) the type and use of reserves to be provided within the *local plan* area;
 - c) other reserves owing on an ownership basis;
 - d) the location of the reserve types and amounts in relation to the *local plan* area's overall *open space* system, with this information to be shown on a map; and
 - e) the amount of residual reserves to be taken as money in place of land.

19. EMERGENCY SERVICES

Emergency services within the Plan area are focused on fire and protective service needs.

OBJECTIVES

- Ensure an appropriate and efficient level of fire and protective services is made available in order to provide for a safe and liveable community.
- Ensure communities are designed and constructed to optimize the delivery of fire and protective services.
- Ensure infrastructure provides the appropriate level of emergency services.

POLICIES

- 19.1. In association with County Fire Services, the RCMP and other emergency service providers, an adequate level of service shall be provided to meet current and future needs with respect to the Plan area.
- 19.2. Fire services in the Plan area will be provided from existing County emergency service facilities and where appropriate, by contract from adjacent municipalities.
- 19.3. Policing in the Plan area will be provided by the RCMP as per the Provincial Police Service Agreement until such time as another policing solution is required or sought out.
- 19.4. In preparing *local plans*, development proponents shall work with the County to identify any potential land requirements for fire and protective services.
- 19.5. *Local plans* shall address fire and protection response measures as well as on-site firefighting requirements through consideration of such factors as efficient road design, safe and efficient access for emergency service vehicles, and fire control measures.
- 19.6. Crime Prevention Through Environmental Design (CPTED) features should be considered and incorporated into the design and construction of all new development wherever possible.

Emergency Service Infrastructure

- 19.7. All industrial and commercial buildings should provide fire suppression systems and they shall be in compliance with the County's Fire Suppression Bylaw.
- 19.8. *Local plans* shall address fire suppression requirements and ensure water and necessary infrastructure is available to all development. The fire suppression plan should consider opportunities and locations that allow for shared infrastructure between *local plan* areas.

C. INFRASTRUCTURE

20. TRANSPORTATION

The transportation network for the Plan area must be planned and constructed in order to be a safe, functional, and efficient system. The network should integrate development within the Janet area, minimize impacts on major wetlands and natural features, and provide regional opportunities for walking, cycling, and public transportation.

OBJECTIVES

- Support a regional road network, based on the township and grid system that efficiently accesses and aligns with the provincial and regional highway networks.
- Provide for an internal road network that contributes to a high quality built environment and efficiently and safely aligns to the regional road network.
- Provide opportunities for a regional transportation route and connections.
- Provide opportunities for alternative modes of transportation, such as transit.
- Provide for connections to a regional pathway and trail system.

POLICIES

Regional Transportation Network

- 20.1. The Janet transportation network should be developed in accordance with Map 7: Transportation Network. The classifications of the grid road network may be refined through further transportation analysis and / or at the *local plan* stage.
- 20.2. The County shall collaborate with the Province regarding regional road connections and the design of interchanges with respect to Glenmore Trail (Highway 560) and Stoney Trail.
- 20.3. The County should collaborate with adjacent municipalities to ensure connections of streets, pedestrian, and bicycle networks align and transition smoothly across municipal boundaries.
- 20.4. *Local plans* shall be designed to accommodate approved and / or potential changes in access to the provincial transportation network, as identified on Map 7.
- 20.5. Land required for future interchanges shall be identified as part of *local plan* preparation and subdivision application processes.
- 20.6. The County encourages and supports opportunities to connect to a regional public/private transportation system. Development of such a system shall consider design standards, costs associated with upgrading the road network, and long term operation and maintenance requirements.
- 20.7. The County encourages and supports the inclusion of a pedestrian and bicycle network as part of the provincial highway interchange design and construction subject to Alberta

- 20.8. Regional network roads should be designed in accordance with the cross section requirements established by the County.
- 20.9. Opportunities to connect to a regional transit system should be supported in consultation with the City of Calgary and City of Chestermere. Development of such a system shall consider design standards, costs associated with upgrading the road network, and long-term operation and maintenance requirements.

Local Transportation Network

- 20.10. Access to the regional transportation network shall utilize sound access management principles and be in accordance with County servicing standards and policy.
- 20.11. The designation and design of local roads within the transportation network, including classification, street sizing, and intersection / access spacing shall be determined at the time of *local plan* preparation.
- 20.12. The type of industrial road cross section (urban or rural) located within a *local plan* area shall be determined at the time of *local plan* preparation.
- 20.13. Industrial areas should provide internal pathways and pathway connections to the regional trail network.

General

- 20.14. A Transportation Impact Assessment shall be required as part of the *local plan* preparation and / or subdivision application process to determine if potential off-site road improvements are required to support the proposed development.
- 20.15. Any costs associated with transportation improvements identified through a Transportation Impact Assessment shall be the developer's responsibility.
- 20.16. Development proponents shall be required to pay the County Transportation Offsite Levy as per the levy requirements or oversize infrastructure capacity contributions in accordance with County policy, as the County deems appropriate.
- 20.17. All subordinate transportation analysis shall respect and conform to the County's master transportation plan.

Peigan Trail Alignment

Peigan Trail will be adjacent to the City of Calgary and the City of Chestermere. Collaborative transportation planning is required for the Peigan Trail alignment, design, and construction.

- 20.18. Further transportation planning analysis and design shall be required for the development of Peigan Trail.
- 20.19. Rocky View County should work collaboratively with the City of Calgary, and the City of Chestermere to resolve transportation requirements for Peigan Trail.

- 20.20. Amendments to the proposed alignment of Peigan Trail may require an amendment to this plan.

84th Street

84th Street forms the western boundary of the Janet Area Structure Plan. The roadway is under the jurisdiction of the City of Calgary.

- 20.21. Access management and road design requirements for 84th Street shall be in accordance with the City of Calgary's transportation requirements.
- 20.22. Rocky View County shall work collaboratively with the City of Calgary and Alberta Transportation on the transportation requirements and connections to Stoney Trail within the Plan area.

Development Adjacent to the Railway Line

- 20.23. Land uses which may be adversely affected by the safety and nuisance impacts of passing trains should not locate immediately adjacent to the railway.
- 20.24. Appropriate safety measures and methods to provide noise and vibration attenuation for development adjacent to the railway should include setbacks, berming, and landscaped screening.
- 20.25. Where a development site is located adjacent to the railway, the distance from the railway right-of-way to the closest part of any building should be in accordance with Canadian National Railway guidelines.



Map 7:
Transportation
Network

- ASP Area
- E2ZI Transportation and Utility Corridor
- Expressway- 6 Lanes
- Major-4 Lanes
- conector-2 Lanes
- Stoney Trail
- Western Headworks Canal
- ++++ CN Railway
- Interchange
- Fly Over

21. UTILITY SERVICES

Well-designed and effective utility services are the foundation of a competitive business area. Utility systems must be designed and constructed in a manner that is safe and reliable. Development in the Janet area has relied on stand-alone utility systems, such as cisterns, pump out tanks, groundwater wells, septic fields, and passive stormwater evaporation. It is expected that the majority of the Janet area will rely on these methods in the absence of municipal-owned services.

OBJECTIVES

- Ensure potable water and wastewater systems provide services in a safe and cost effective manner.
- Identify and protect utility service routes.
- Support water conservation.
- Ensure shallow private utility systems are provided to new development.

POLICIES

Utility Service Development

- 21.1. Utility service development should support an orderly, logical, and sequential pattern of development.
- 21.2. The location and size of utility rights-of-way and easements, and related line assignments, should be determined at the *local plan* stage to the mutual satisfaction of the County, the developer, and the utility companies.
- 21.3. Utility rights-of-way and easements shall be provided to accommodate shallow utilities at the subdivision or development permit stage, as deemed necessary by the utility provider.
- 21.4. Costs associated with utility service improvements shall be the developer's responsibility.

Water

- 21.5. Development in the Plan area should be serviced by water cisterns or alternative systems consistent with County policy. Water wells located on individual subdivision lots should not be supported.
- 21.6. Notwithstanding Policy 22.5, country residential development, recreational development, and agriculture development may provide potable water by water wells in accordance with County and Provincial requirements.
- 21.7. The County should encourage the reduction and reuse of water in accordance with Provincial laws and regulations.

Wastewater

The Janet area generally has a high water table and constrained stormwater management systems that affect the potential of land to absorb treated wastewater.

- 21.8. New business development should provide wastewater treatment by the use of pump out tanks or other acceptable methods, in accordance with County policy and Provincial regulation.
- 21.9. Notwithstanding Policy 22.8, country residential development, recreational development, and agriculture development may provide wastewater treatment by a private sewage treatment system in accordance with County policy and Provincial regulation.

Shallow Utilities

Shallow utilities include gas, electricity, and telecommunications.
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- 21.10. All new residential and non-residential development shall be serviced with shallow utilities.
- 21.11. Costs associated with the provision of shallow utilities shall be the developer's responsibility.
- 21.12. Commercial Communications Facilities should locate on land identified for industrial, commercial, or agriculture use and in accordance with County policy.

22. STORMWATER

The Janet Area Structure Plan is located in the Shepard Regional Drainage Basin. Historically, stormwater movement in the drainage basin was from north to the south, eventually discharging into the Bow River. Over time, the movement of stormwater has been impeded by different forms of development, buildings, new roadways, and irrigation canals. Significant, further development requires the identification and implementation of a regional conveyance and treatment system involving multi-jurisdictional partners.

Two alternative regional stormwater conveyance and treatment systems were investigated at the time this Area Structure Plan was being prepared. These are the:

- Shepard Regional Drainage Plan, which proposes to take water south to the Bow River; and
- the Cooperative Stormwater Management Initiative, which proposes to take water east and north to the Red Deer River drainage basin.

The Shepard Regional Drainage Plan proposes to treat and move water south of the Western Irrigation Headworks Canal southward through a series of naturalized and constructed conveyance systems. This solution is long term and costly, particularly for upstream development areas such as Janet. At the time of writing this Plan, stormwater south of the Irrigation Canal is intended to be conveyed to the Shepard Drainage System.

The Cooperative Stormwater Management Initiative (CSMI) proposes the use of the Western Irrigation District (WID) canal system and right-of-way as a medium term conveyance solution. The ultimate CSMI option is for an out-of-canal solution whereby all stormwater runoff is diverted away from the WID irrigation system by utilizing existing and proposed conveyance systems that discharge to Weed Lake. This initiative may result in a stormwater management system that complements the Shepard Regional Drainage Plan system or, alternatively, replaces the Shepard Regional Drainage Plan. At the time of writing this Plan, stormwater north of the Western Headworks Canal is intended to be conveyed to the CSMI System.

The majority of stormwater treatment is expected to happen at or near the source, with limited reliance on the conveyance system as a treatment option.

OBJECTIVES

- Ensure effective, sustainable, and responsible stormwater management service to the Plan area.
- Provide and protect stormwater storage areas and conveyance routes.
- Maximize the use of natural stormwater drainage conveyance systems.
- Investigate and provide for stormwater reuse and recycling opportunities.
- Support innovative conservation methods and Best Management Practices.
- Preserve high value wetlands within and beyond the Plan area.

POLICIES

Master Drainage Plan

- 22.1. *Local plan* and / or subdivision approvals shall be in accordance with the Janet Master Drainage Plan for the Plan.

A **Master Drainage Plan** is a plan that determines the rate and volume of stormwater flow and addresses the methods and infrastructure requirements for stormwater treatment and conveyance.

Regional Stormwater Management

- 22.2. The County shall work collaboratively with adjoining municipalities, the Western Irrigation District, Alberta Environment and Sustainable Resource Development, and Ducks Unlimited to develop a comprehensive and regional approach to stormwater management for the Janet Plan area and the larger region.

Design

- 22.3. The stormwater drainage system (conveyance and storage areas) for the Janet Plan area shall be designed to comply with the regional conveyance system.
- 22.4. Stormwater management systems should be designed at a scale that services the *local plan* area. The County discourages stormwater ponds designed for individual lots.

Shepard Regional Drainage Plan

- 22.5. Stormwater shall be discharged to the south into the Shepard ditch once it becomes operational in accordance with the Shepard Regional Drainage Plan, or other plans that amend, replace, or add to that plan.
- 22.6. The County shall protect and acquire conveyance routes that are necessary to discharge into the Shepard regional drainage system.
- 22.7. The volume and rate of stormwater discharge to the City of Calgary shall be in accordance with the Shepard Regional Drainage Plan and the Janet Master Drainage Plan or other plans that amend, replace or add to those plans.

Cooperative Stormwater Management Initiative (CSMI)

- 22.8. Stormwater shall be discharged into the CSMI system, which will take water to Weed Lake once it becomes operational in accordance with the CSMI Plan, or other plans that amend, replace or add to that plan.
- 22.9. The County shall:
- a) protect and acquire conveyance routes that are necessary to discharge into the CSMI system; and

- b) investigate and, if necessary, implement stormwater treatment standards necessary for discharge into the CSMI system.
- 22.10. The volume and rate of stormwater discharge to the CSMI system shall be in accordance with the CSMI plan and the Janet Master Drainage Plan or other plans that amend, replace or add to those plans.

Interim Drainage Solutions

On-site zero discharge is a potential interim method of stormwater management; it is the least preferred method. On-site treatment and retention of stormwater requires extensive dedication of land for stormwater ponds, active management of stormwater systems, and designated emergency downstream discharge routes.

- 22.11. Until such time as a regional stormwater management system is constructed to service the Janet Plan area, interim solutions may be allowed, including the following:
- a) an interim stormwater facility designed to contain the accumulation of stormwater onsite on a continuing basis during the Western Irrigation District's irrigation season. Discharge to the Western Headwork's Canal may be allowed at the end of the irrigation season, in accordance with Alberta Environment and Resource Development requirements, Western Irrigation District's requirements and the CSMI Plan and/or
 - b) an irrigation or evaporation system that operates under zero discharge conditions may be allowed, if the Western Irrigation District system is not available for use.

Rocky View County **Servicing Standards** require zero discharge systems to provide a ratio of 1 m² of land dedicated to evaporation surface area for every 1 m² of impervious land area.

- 22.12. Where an interim stormwater solution is permitted in the Janet Plan area, those portions of stormwater ponds identified for interim storage may remain as privately owned land if the land is designated as a district that is limited to utility and other complimentary uses.
- 22.13. Where a private interim storage pond is approved:
- a) Access to the stormwater pond shall be provided to the County;
 - b) A management and operation plan for the interim stormwater pond and local stormwater system shall be provided;
 - c) Management and operation of the interim stormwater pond and local stormwater system is the responsibility of the private land owner; and
 - d) A transition plan that addresses the transfer of the stormwater infrastructure to the County, when an interim solution is no longer required is provided.
- 22.14. All costs, including public utility costs associated with the repurposing of a privately owned interim storage pond that is no longer needed shall be the developer's responsibility.

22.15. Stormwater flows generated from an interim drainage system as described above:

- a) shall not be allowed to discharge into the Western Headwork's canal unless the Western Irrigation District and Alberta Environment and Sustainable Resource Development approve the discharge; and
- b) shall be treated to the Western Irrigation District stormwater quality standards.

Local Stormwater Management

22.16. The location of the stormwater conveyance systems shall be protected and acquired as part of the subdivision and development process, in accordance with the Janet Master Drainage Plan.

22.17. Stormwater conveyance systems in the Janet Plan area should develop in an orderly, logical, and sequential pattern in support of development.

22.18. Where required, proponents of new development shall identify and secure the downstream stormwater conveyance system.

22.19. Stormwater shall be conveyed downstream in a manner that protects downstream properties.

22.20. Stormwater conveyance systems must provide rights-of-ways of sufficient width to accommodate existing and future upstream stormwater flow.

Stormwater Ponds, Constructed Wetlands and Wetlands

A **stormwater pond** is an artificial pond that is designed to collect and treat stormwater to an acceptable provincial standard. The stormwater pond disposes of stormwater through controlled release, absorption into the ground, and / or evaporation.

A **constructed wetland** is an artificial wetland created as a new or restored habitat for native vegetation and wildlife; and provides the same function as a stormwater pond.

A **wetland** is land saturated with water long enough to promote wetland aquatic processes as indicated by poorly drained soils, hydrophytic vegetation, and various kinds of biological activity that are adapted to a wet environment.

22.21. Stormwater ponds or constructed wetlands, subject to appropriate licenses, approvals, and best practices, should be located:

- a) in general accordance with the locations identified in the Janet Master Drainage Plan;
- b) on an accessible public utility lot; and
- c) outside of the riparian setback area.

22.22. Natural wetlands should receive treated stormwater through direct or indirect flow in order to maintain the function of the wetland.

Reduce, Recycle and Reuse

22.23. The County shall explore and support the collection of stormwater at the sub-regional catchment level in order to repurpose stormwater to a purple pipe or potable water standard.

Purple pipe refers to the colour of pipe used to transport water that has been treated and reclaimed from a stormwater retention area or municipal waste system. Reclaimed water is filtered and processed to a required provincial standard.

22.24. As part of the preparation of a *local plan* and supporting Sub-Catchment Master Drainage Plan, Best Management Practices and alternative solutions for the improvement of stormwater quality and reduction of stormwater quantity are required. Solutions may include:

- a) design of stormwater facilities to incorporate source controls in order to reduce end-of-pipe solutions;
- b) use of Low Impact Development methods, such as constructed wetlands and bio-swales;
- c) reduction of impermeable surface runoff;
- d) reuse of stormwater for irrigation; and
- e) the consideration of stormwater ponds at the sub-regional level that support the reuse of stormwater.

Utility Costs

22.25. Developers relying on regional County stormwater services shall be required to front-end the costs of service upgrades where deemed necessary by the County.

22.26. Developers relying on stormwater infrastructure improvements provided by other developments shall be required to pay cost recovery as per the requirements of the applicable cost contribution agreement.

22.27. Costs associated with local stormwater service improvements shall be the developer's responsibility.

22.28. Developers relying on County stormwater services shall be required to pay the Rocky View County Stormwater Offsite Levy.

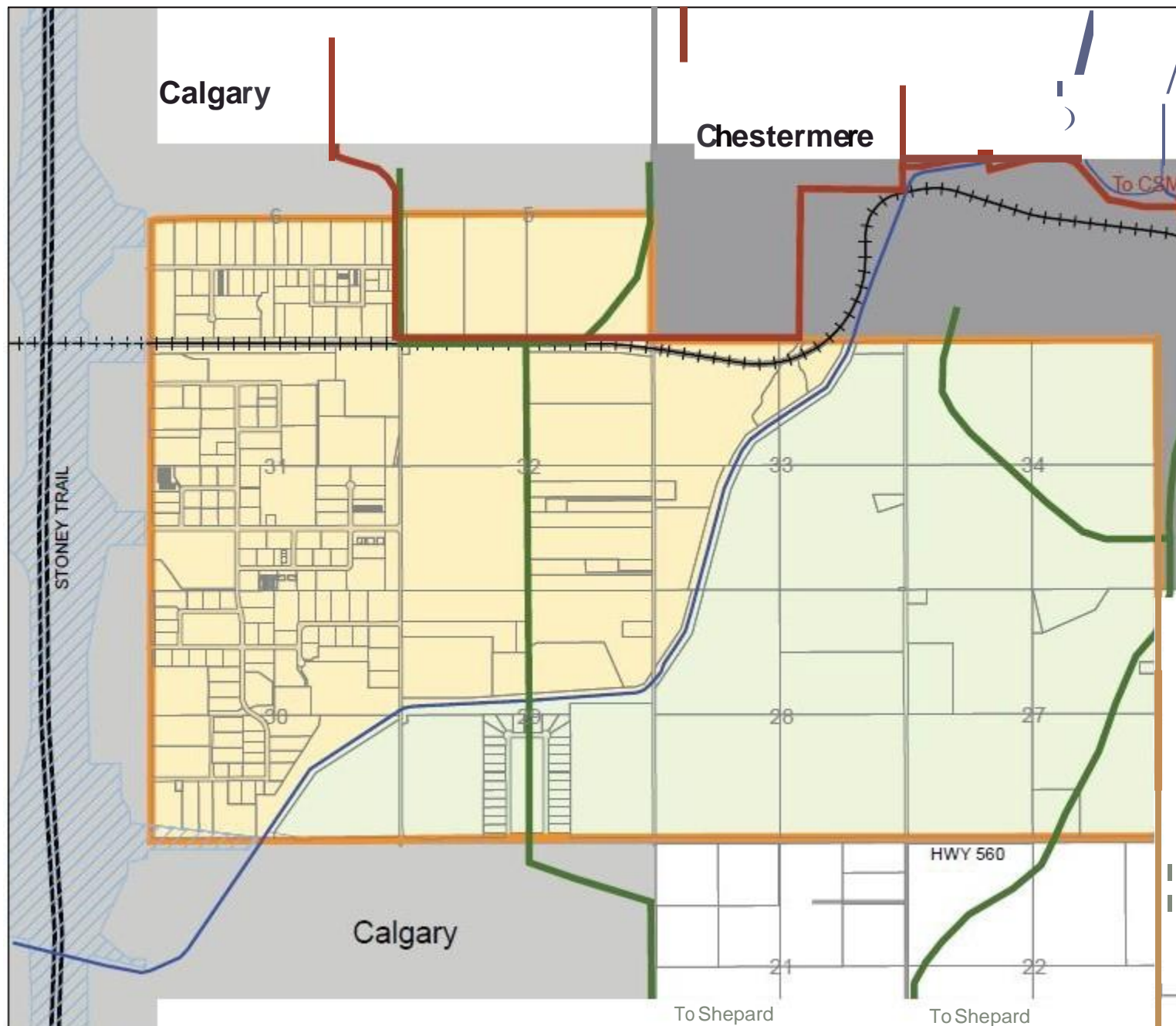
Standards and Design

22.29. Stormwater infrastructure shall be constructed and maintained in accordance with the County Servicing Standards, County policy, and Provincial regulations. The stormwater management system should be designed to:

- a) operate on a gravity basis;

- b) accommodate stormwater flows from the adjacent public transportation network;
 - c) preserve the function of existing wetlands; and
 - d) conform to an urban standard where a curb and gutter transportation system is provided.
- 22.30. As part of a *local plan* preparation process, the applicant shall submit a Sub-Catchment Master Drainage Plan that is consistent with the approved Master Drainage Plan and the policies of this Plan.
- 22.31. The Sub-Catchment Master Drainage Plan shall comply with any new stormwater plans, management policies and interim servicing policies that may be in place after the adoption of this Area Structure Plan.

Map 8: Stormwater



I::J ASP Boundary

I777I Transportation and

iLLLl Utility Corridor

CSMI

Shepard

Western Headworks
Canal

++++ CN Railway

Conveyance Route

csMI

Shepard

CSMI=Cooperative Stormwater
Management Initiative

Shepard=Shepard Regional
Drainage Plan



23. SOLID WASTE

Solid waste policies address the management of solid waste through all stages of development, from construction and demolition to full build out. The policies emphasize the reduction and diversion of waste through the recycling and reuse of materials. Each development stage has different solid waste requirements and the policies below provide guidance to developers and residents on managing solid waste effectively. These policies are in alignment with Rocky View County's Solid Waste Master Plan.

OBJECTIVES

- Ensure the *local plan* addresses solid waste management during all stages of development.
- Promote proper disposal and recycling of solid waste material from construction sites.
- Encourage solid waste management plans to have a diversion target of 50%.
- Provide direction on the expected level of post-construction waste management service to be provided by Rocky View County.

POLICIES

General

- 23.1. The developer shall be responsible for the management and disposal of solid waste generated through all stages of construction.
- 23.2. Waste minimization and waste diversion practices should be encouraged in the Plan area. A diversion target of 50 per cent is recommended.
- 23.3. A local plan shall:
- a) address solid waste management through all stages of development including occupancy;
 - b) identify the appropriate waste collection stations that will serve the *local plan* area;
 - c) conform to the policies of the County's Solid Waste Master Plan; and
 - d) set a solid waste diversion target to inform the subdivision construction management plan.

The Province of Alberta has developed a provincial waste strategy document titled “**Too Good to Waste: Making Conservation a Priority**” in order to promote the diversion of waste from landfills through reusing and recycling materials.

Commercial and Industrial

- 23.4. Industrial and commercial business owners shall be responsible for providing their own solid waste services.

Country Residential and Agriculture

- 23.5. Solid waste management shall be the responsibility of property owners in country residential and agriculture areas.
- 23.6. Waste collection stations should be used for the disposal of solid waste and recyclable materials.

24. OIL AND GAS

Oil and gas facilities, infrastructure and operations are industrial land uses that have the potential to affect public safety, quality of life, and the natural environment. The co-existence of these oil and gas activities with other forms of development in the Janet area is an important consideration in the area's development.

OBJECTIVES

- Ensure appropriate and safe land development in relationship to petroleum facilities and wells.
- Allow for the continued safe operation of petroleum facilities and wells.

Petroleum facilities are plants, pipelines and batteries used to process and transport oil and gas. Petroleum wells are producing, suspended, and abandoned oil and gas wells.

POLICIES

- 24.1. Applicants proposing to develop land in the vicinity of petroleum facilities and wells shall adhere to the setback requirements and policies of this Plan and the Directives and Bulletins of the Alberta Energy Regulator (Appendix C).

Directives are documents that set out Alberta Energy Regulator requirements or processes for implementation. Licensees, permittees, and other approval holders under the jurisdiction of the Alberta Energy Regulator are required to obey all directives.

Bulletins inform the energy industry and the public of an Alberta Energy Regulator activity, such as a consultation, new regulatory requirement, new program, or electronic submission of data.

- 24.2. At the time of subdivision or development, the developer shall register a restrictive covenant that prevents the construction of any building within a setback area from an active, suspended, or abandoned well.
- 24.3. As part of a *local plan* preparation, applicants shall obtain a Land Development Information package from the Alberta Energy Regulator and identify the locations of all petroleum wells and pipelines (abandoned and operating) in the *local plan* area. In addition, the applicant must determine if an Emergency Planning Zone has been established around a sour gas facility or well.
- 24.4. Prior to the preparation of a *local plan* to develop lands within 1.5 km of a petroleum facility with an Emergency Planning Zone, the development proponent shall consult with the County and the operator of the facility to determine how an Emergency Response Plan will be prepared, updated, or replaced.
- 24.5. The location, development setbacks, emergency planning zones, and emergency response planning regarding all petroleum facilities shall be identified in the *local plan* and

included in any marketing information and other public communication materials for petroleum facilities.

Abandoned Oil & Gas Wells

Within the Plan area there are six (6) known abandoned well sites (Map 4). The following policies apply for land located in proximity to abandoned well sites.

- 24.6. All buildings located in proximity to an abandoned well site shall comply with the Alberta Energy Regulator setback requirements or provide a minimum building setback of 40 metres for residential development and 20 metres for all other development, whichever is the greater.
- 24.7. Vehicular access to an abandoned well site shall:
 - a) be determined through discussion with the abandoned well licensee;
 - b) be identified in the *local plan*; and
 - c) be protected by easements in favour of the County at the time of subdivision or development approval.
- 24.8. In conjunction with a *local plan*, subdivision or development permit application for any parcel containing an abandoned well, the Applicant shall provide:
 - a) surveyed locations of abandoned wells and pipelines and confirmation of the setback requirements;
 - b) a Phase I Environmental Site Assessment specific to the abandoned well or pipeline; and
 - c) a Phase II Environmental Site Assessment specific to the abandoned well or pipeline as deemed necessary by the County.
- 24.9. Public roads should not be located over an abandoned well.
- 24.10. During land development, all abandoned well sites shall be marked with temporary signage identifying the location of the abandoned well and contact information for the Alberta Energy Regulator. Such signage, as well as adequate fencing, and any other necessary protective measures, shall be in place during the development process to prevent damage to the abandoned well bore.

Pipelines

- 24.11. All setbacks from a pipeline shall be in accordance with Provincial regulations.
- 24.12. All land uses on pipeline rights-of-way shall have regard for the safe, ongoing operation of the pipeline.
- 24.13. Crossing and access agreements shall be in place prior to conditional subdivision plan approval for lands encumbered by a pipeline right-of-way.

- 24.14. Pathways and other recreational uses may be allowed on pipeline rights-of-way with the consent of the easement holder and at the discretion of the Approving Authority.

Discontinued / Abandoned Pipeline Policies

- 24.15. A discontinued pipeline is a temporarily deactivated pipeline that may go back into service in the future, and therefore, the setback requirements shall remain as if the pipeline was operating and be in accordance with provincial regulations.
- 24.16. An abandoned pipeline is one which will not be reactivated for service; therefore, the minimum setback for an abandoned pipeline shall be the edge of the pipeline right-of-way unless the pipeline has been removed and no setback exists.
- 24.17. The applicant of a development proposal within the vicinity of a pipeline right-of-way shall notify the pipeline operator as to the status of the development proposal at the *local plan*, redesignation and subdivision stage.

PART III: IMPLEMENTATION AND MONITORING

25. IMPLEMENTATION AND MONITORING

The Janet Area Structure Plan outlines the vision for the future physical development of the Janet area and provides guidance with regard to infrastructure, land use, subdivision, and development. The purpose of this section is to describe the processes involved in implementing the Plan, to explain the proposed phasing of development, and to specify requirements to ensure the Area Structure Plan policies and strategies are adhered to.

OBJECTIVES

- Implement the Land Use Strategy and policies of the Janet Area Structure Plan.
- Provide for the logical phasing of development.
- Ensure *local plans* adhere to the vision and policies of the Plan.
- Provide for the review and amendment of the Plan as required.

POLICIES

Local Plans, Redesignation, Subdivision, and Development Applications

Local plans are to be developed within the framework provided by this Area Structure Plan. Policy sections in the Area Structure Plan identify the unique requirements that must be addressed in the *local plan* due to the location and specific conditions of the proposed development area. The standard technical requirements of a conceptual scheme or master site development plan are identified in the County Plan (Section 29 and Appendix C).

- 25.1. Applications for redesignation, subdivision, and / or development shall require the concurrent or prior adoption of a *local plan*, unless otherwise directed by the policies of this Plan or determined by the County not to be required.
- 25.2. Notwithstanding 26.1, applications for a Development Permit with a land use approved prior to the adoption of this Plan shall not require a *local plan*.
- 25.3. *Local plans* shall address and adhere to the requirements of the Janet Area Structure Plan. In support of *local plans* and redesignation applications, the developer will be required to submit a rationale detailing how their proposal is consistent with the vision and policies of the Area Structure Plan.
- 25.4. Subdivision and development applications shall address and adhere to the requirements of the *local plan* and the policies of the Janet Area Structure Plan.
- 25.5. The identification and implementation timing of any required off-site improvements and / or community services shall be determined to the satisfaction of the County in conjunction with the *local plan* approval process.
- 25.6. Where a *local plan* does not exist or is silent on a subject, the policies of the Janet Area Structure Plan shall apply.

Local Plan Boundaries

The boundaries of the *local plan* area should consider the natural and physical conditions in the Janet area.

Map 9: Local Plans, identifies ten (10) specific *local plan* boundaries. All *local plan* boundaries shall be determined in consultation with the County at the time of application. The preferred minimum planning area is one quarter section (160 acres) in size.

Phasing

Map 10: Phasing identifies the phasing strategy for the Plan area. The purpose of the phasing strategy is to provide for the logical and cost effective progression of development. Phasing of development will be driven by the availability of stormwater servicing, transportation infrastructure, market demand, and landowner timing. The phasing strategy is based on:

- Existing planning approvals;
- Proximity to existing and / or future transportation and / or utility infrastructure;
- Industrial and commercial land demand; and
- Facilitating development of the Regional Business area in a logical and cost effective manner.

Phasing of development in the Janet Area Structure Plan area shall be done in a logical and cost effective manner and shall be guided by the phasing strategy of this Plan, as shown on Map 10.

Phase 1

Phase 1 lands are lands that may proceed with development, subject to the policies of this Plan.

Phase 1 lands may proceed with development subject to the policies of this Plan.

Phase 2

Phase 2 lands are lands that may proceed with development, subject to the policies of this Plan and provision of a final regional stormwater conveyance system solution for the area.

Phase 2 lands may proceed with development subject to the policies of this Plan and the identification of a regional stormwater conveyance system, and mechanisms to implement its construction.

Phase 3

Phase 3 lands were previously identified as the Long Term Development area and may now proceed with development, subject to the policies of this Plan.

25.11 Phase 3 lands may proceed with development subject to the policies of this Plan.

Technical Requirements and Submissions

The various policy sections in the Janet Area Structure Plan identify specific requirements of a *local plan* (concept scheme or master site development plan) for the

Janet area. All other standard technical requirements of a *local plan* are identified in the County Plan.

25.12 *Local plans* (concept schemes or master site development plans) shall address the requirements as set out in the policies of this Plan and section 29 and Appendix C of the County Plan.

25.13 All planning or development applications, and any associated infrastructure construction should meet the technical requirements of the County Plan, Land Use Bylaw, Janet Area Structure Plan, *local plans*, County Servicing Standards, County policy, and Provincial and Federal requirements.

Monitoring

The progress in implementing the Janet Area Structure Plan will be monitored from time to time, based on a number of performance measures, including development activity and infrastructure expansion. Where necessary, County administration will make recommendations as to how to manage growth in Janet or how the Plan may be updated to meet changing circumstances.

County administration will report to Council on implementation of the Janet Area Structure Plan as part of the administration's yearly reporting on overall implementation of the County Plan.

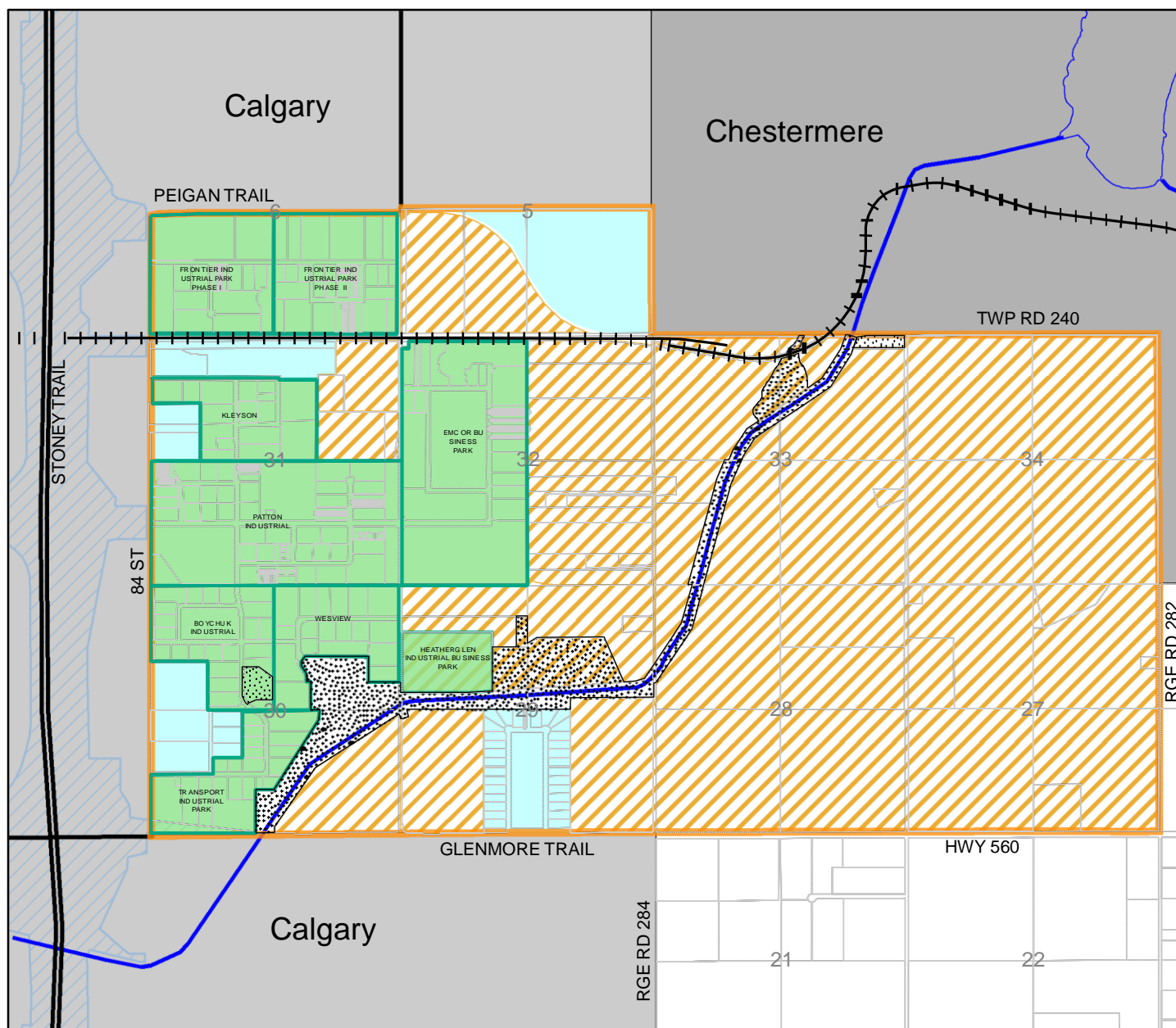
Plan Review and Amendment

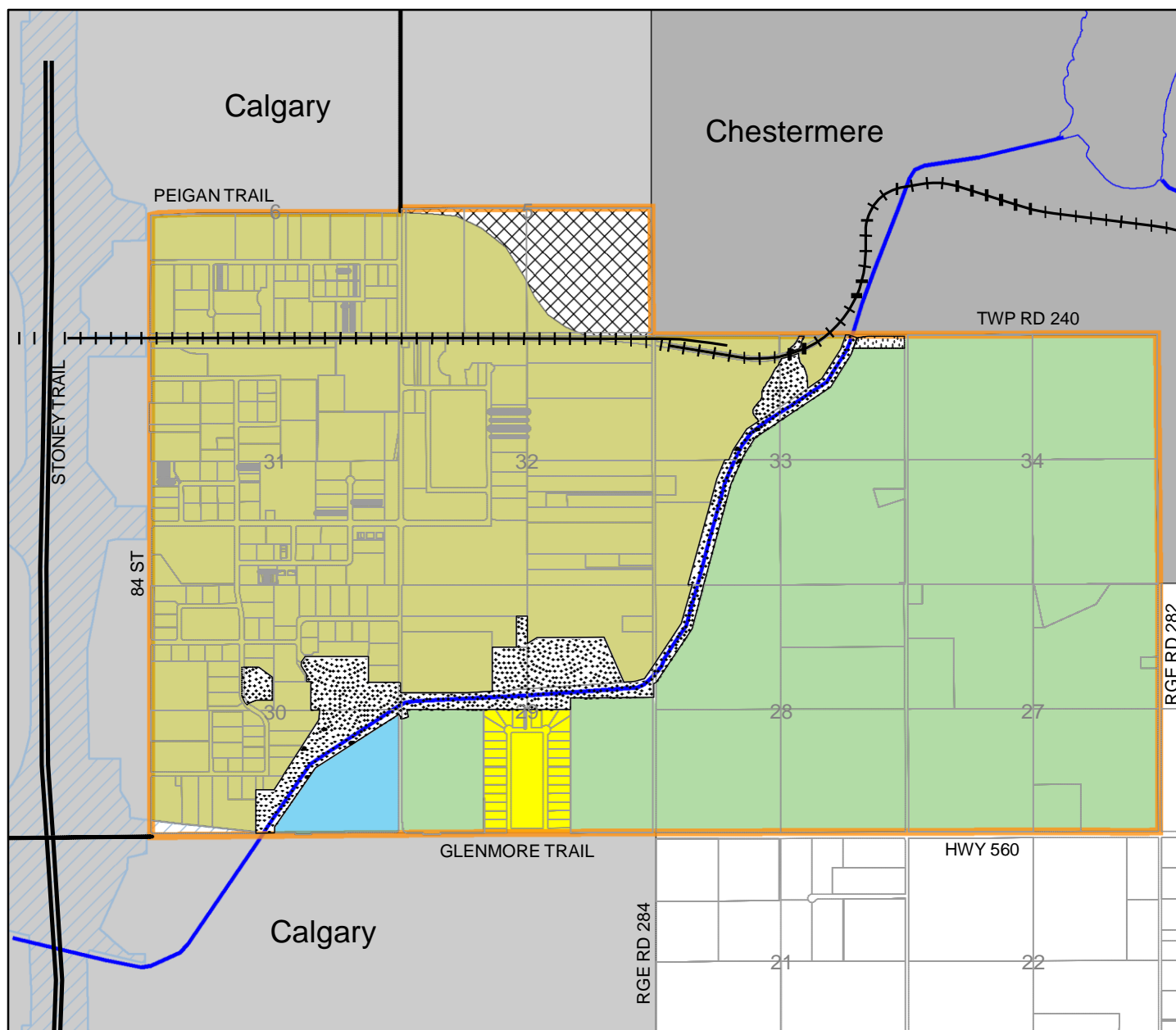
The future land use and development outlined in the Janet Area Structure Plan is intended to address a twenty year plus build out. While the Area Structure Plan is sufficiently flexible to account for change, periodic review and occasional amendment of the Area Structure Plan may be required.

Under normal circumstances, the County will undertake a Plan assessment every ten years to determine if a full review is required, as per the County Plan. However, if the rate and extent of development were to change dramatically, the County may initiate a review earlier than ten years.

The County may consider periodic review and occasional amendment of the Janet Area Structure Plan in accordance with the County Plan, County policy, and the Municipal Government Act.

The Janet Area Structure Plan shall be subject to assessment and possible review every ten years.

Map 9:
Local Plans

Map 10:
Phasing

- ASP Boundary
- Phase 1
- Phase 2
- Phase 3
- Country Residential
- Special Policy
- Crown Land
- Transportation and Utility Corridor
- Western Headworks Canal
- CN Railway



26. INTERMUNICIPAL COORDINATION AND COOPERATION

The Janet Plan area is bordered by the City of Calgary to the north, west, and south, and the City of Chestermere to the north and east. The Plan acknowledges the land use policies of these adjacent municipalities and provides for appropriate, compatible land use transitions at the interface areas. In addition to the policies listed below, the Plan contains other policies that promote a coordinated and cooperative approach to planning in the Janet area, in areas such as stormwater management, transportation planning, and the provision of emergency services.

Specific planning objectives were identified in the 2007 annexation agreement between Rocky View County and the City of Calgary in terms of the need for coordinated planning; and follow up consultation led to the identification of Key Focus Areas (geographic) and planning principles for future planning endeavours. The coordinated approach to intermunicipal planning was later refined and formalized through the 2011 Rocky View County / City of Calgary Intermunicipal Development Plan.

In preparing amendments to the Janet Area Structure Plan for the Long Term Development area, the County worked collaboratively with the City of Calgary and City of Chestermere to identify shared issues and opportunities. An outline of the key intermunicipal engagement components is identified in Appendix D.

OBJECTIVES

- Ensure ongoing, meaningful consultation occurs between Rocky View County, the City of Calgary, and the City of Chestermere on matters related to the implementation of the Janet Area Structure Plan.
- Ensure a coordinated and cooperative approach to planning with adjacent municipalities.

POLICIES

- 26.1. The County shall consult with the City of Calgary and City of Chestermere on planning processes within the Janet Plan area affecting land that borders the adjacent municipality and / or on other matters identified through an Intermunicipal Development Plan as areas requiring planning coordination.
- 26.2. The County shall work with the City of Calgary and City of Chestermere to deliver a coordinated planning process and ensure continued meaningful communication between the three municipalities as subsequent *local plans* within the Janet Plan area are prepared.
- 26.3. Intermunicipal circulation of planning proposals within the Janet Plan area shall comply with the Rocky View Calgary / City of Calgary Intermunicipal Development Plan and any other agreement(s) or new intermunicipal development plan(s) jointly approved by adjacent municipal councils.

Rocky View County – City of Chestermere

- 26.4. Development within the Janet Plan area adjacent to the City of Chestermere shall be coordinated between Rocky View County and the City of Chestermere.

Rocky View County – City of Calgary

- 26.5. The County shall implement the policies of this Plan that apply to the interface areas adjacent to the City of Calgary as identified in the Rocky View County / City of Calgary Intermunicipal Development Plan.
- 26.6. Development within the Key Focus Areas within the Plan area identified in the Rocky View County / City of Calgary Intermunicipal Development Plan shall be subject to the policies of the Intermunicipal Development Plan as well as the policies of this Plan.

Local Plans, Redesignation and Subdivision

- 26.7. Rocky View County shall ensure that *local plans* and applications for redesignation and subdivision for lands in areas adjacent to the City of Calgary and City of Chestermere address:
- a) regional drainage to ensure the protection of required drainage corridors;
 - b) alignment and connectivity of pathways, roadways, and utilities with the adjacent municipality;
 - c) land use compatibility with adjacent municipal land uses; and
 - d) other appropriate policies of this Plan.

APPENDICIES

Appendix A: Definitions

Local plan is a term that refers to a conceptual scheme or master site development plan. A *local plan* will have unique planning requirements, based on the planning direction provided in the Area Structure Plan. *Local plans* must also address the general requirements for preparing a conceptual scheme or master site development plan identified in the County Plan (Section 29 and Appendix C).

Open space means all land and water areas, either publicly owned or offering public access that are not covered by structures. *Open space* may include current and future parks, environmentally significant areas and other natural areas, pathways and trails, greenways, parks, land for schools and recreation facilities, utility corridors, golf courses, and cemeteries.

Appendix B: Landscaping and Design Guidelines

The following Design Guidelines are intended to promote and ensure a coordinated and pleasant visual presence of commercial or industrial development in the Janet Plan area.

1. Local plans shall address the County's Land Use Bylaw landscaping and screening requirements and the County's Commercial, Office and Industrial Design Guidelines and document how the *local plan* meets those requirements and guidelines.
2. Where buildings are located adjacent to a residential area, the building design emphasis should be on those building elevations that are facing the residential area.
3. Within any single parcel, the colours, materials and finishes of all buildings shall be coordinated to achieve a reasonable continuity of appearance.
4. All buildings shall be permanent structures with good quality exterior finishing materials which may include quality metal panel products, pre-cast concrete, architectural site-cast concrete, architectural tile, and commercial grade stucco, brick or stone masonry. Wood, unfinished concrete and concrete block may be used as a secondary material only.
5. Facades of buildings which exceed 30 metres measured horizontally, and facing residential areas or roadways, shall incorporate wall plane projections or recesses having a depth of at least 3 per cent of the length of the façade and extending at least 20 per cent of the length of the façade.
6. Facades of buildings facing adjacent residential areas shall include at least three of the following architectural elements:
 - a) colour change;
 - b) texture change;
 - c) material module change; and
 - d) expression of an architectural or structural bay through a change in plane such as an offset, reveal, or projecting rib.
7. Rooftop apparatus should be located and concealed to reduce or eliminate public view from adjacent roads or homes.
8. Roofs should have at least two of the following features:
 - a) Parapets concealing flat roofs and / or rooftop mechanical and electrical equipment;
 - b) Overhanging eaves extending past the supporting wall;
 - c) Sloping or pitched roofs with two or more roof slope planes; and
 - d) Roof-top gardens that support ecological functions such as stormwater retention, building insulation, bird habitat, outdoor green space, etc.
9. Each primary building shall have a clearly defined main entrance featuring at least two of the following:
 - a) Canopy or portico;

- b) Overhang or arcade;
 - c) Raised corniced parapet over the door;
 - d) Outdoor amenity area;
 - e) Upgraded window glazing areas; or
 - f) Integrated planters or landscaped sitting areas.
10. A minimum 3.0 metre landscaped area shall be provided between the front of any primary building and any adjoining parking or lot area.
11. Landscape plans shall:
- a) promote the use of native plant material and plant proven for the climate of the region;
 - b) not rely on potable water for irrigation once the landscaped areas are established;
 - c) avoid species monoculture over large areas;
 - d) provide for massing of plantings;
 - e) ensure retaining walls and front yard fencing is decorative as well as functional; and
 - f) provide attractive landscape designs at key public intersections and entryways.

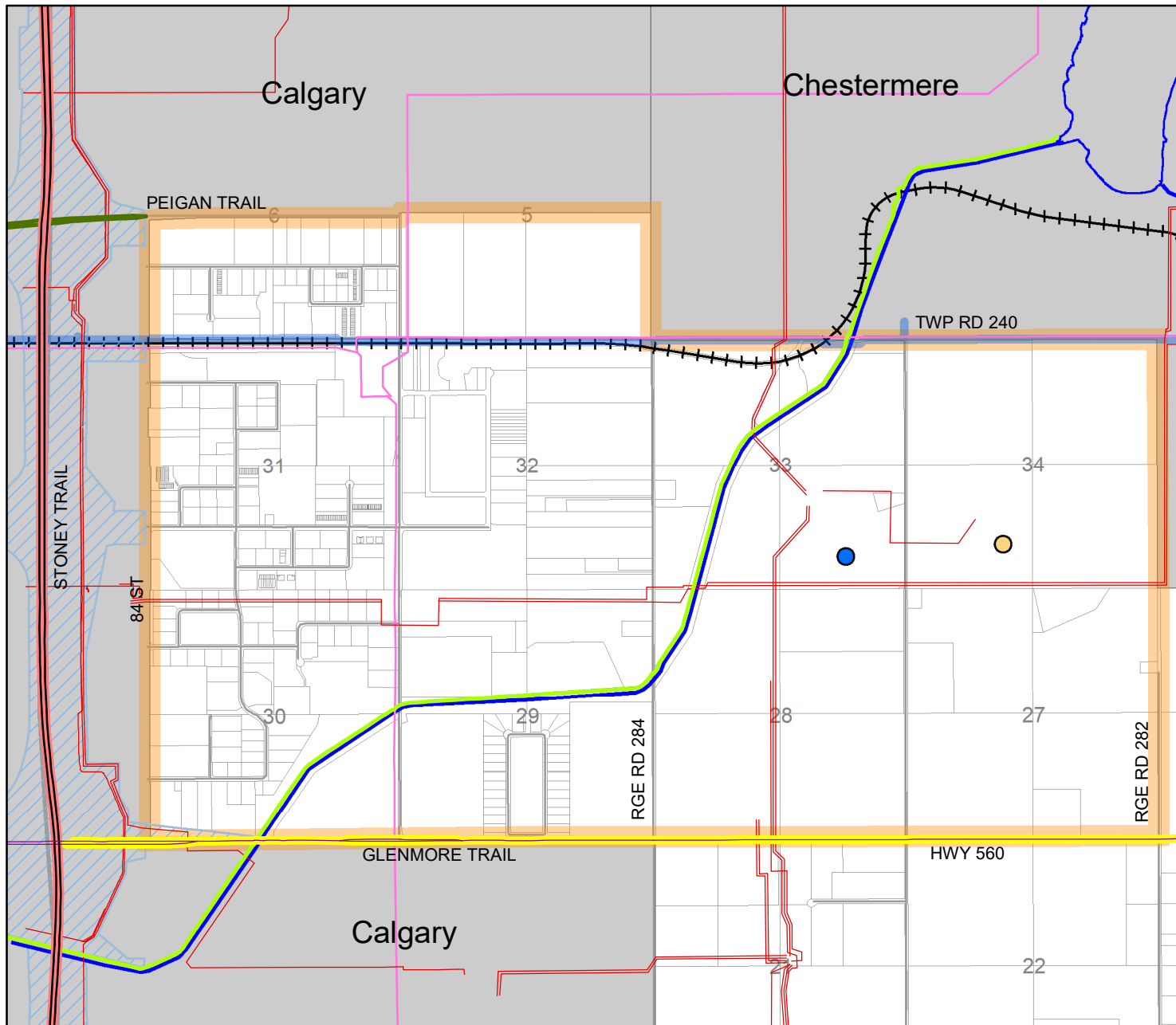
Appendix C: Key Alberta Energy Regulator Information

- AER Bulletin 2013-03 Mandated Subdivision and Development Application Referrals, Setback Relaxations, Land Development Information Package, and Abandoned Well Information
- Interim Directive ID 81-3: Minimum Distance Requirements Separating New Sour Gas Facilities from Residential and Other Developments
- Directive 026: Setback Requirements for Oil Effluent Pipelines
- Directive 079: Surface Development in Proximity to Abandoned Wells
- Directive 056: Energy Development Applications and Schedules
- EnerFAQs: Explaining AER Setbacks - This EnerFAQs explains setbacks in the energy industry, how they are determined, and how they may affect Alberta citizens and their communities

Appendix D: Key Intermunicipal Engagement Events

The County worked with the City of Calgary and City of Chestermere at key milestones for the Long Term Development area project. The following table includes information from the engagement undertaken for both the City of Calgary and City of Chestermere. Engagement was adapted according to the differing issues presented by each municipality on the amendments.

Phase	Date	Engagement
Phase 1 – Project Launch	July - September, 2019	The County prepared a bespoke intermunicipal engagement plan for each neighbouring municipality. The plans identified how the County would engage with the neighbouring municipalities at key milestones of the projects. The plans were revised at the request of neighbouring municipalities to reflect the level of engagement each sought for the project.
	September, 2019	The City of Calgary and City of Chestermere were notified of the County's public engagement event that was held to gather feedback from affected stakeholders. Representatives from the City of Chestermere attended the event.
Phase 2 – Engagement and Plan Writing	September, 2019	The County met with the City of Chestermere for a technical workshop to examine issues and opportunities with respect to the proposed plan amendments. Discussions were held on the following topics: <ul style="list-style-type: none"> • Planning; • Transportation; and • Servicing and Stormwater.
	October, 2019	
	January, 2020	The County met with the City of Calgary for a technical workshop to examine issues and opportunities with respect to the proposed plan amendments. Discussions were held on the following topics: <ul style="list-style-type: none"> • Planning; • Transportation; • Servicing and Stormwater; and • Fire Service provision. <p>The County shared the draft land use scenario with the City of Calgary and the City of Chestermere for review and comment.</p>
Phase 3 – Draft Plan Release		



Transportation & Trade
Corridors

- Arterial
- Expressway / Highway
- Existing High Load Corridors
- CANAMEX
- Goods Movement

Transit & Active
Transportation Corridors

- Regional Pathway

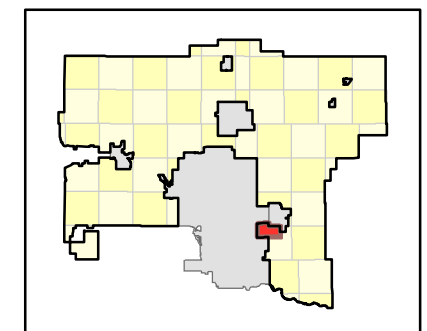
Water Corridors

- Water Lines
- Private Water Treatment Plants
- Private Wastewater Treatment Plants

Energy Corridors

- Powerline Transmission Line
- Pipelines

- Western Headworks Canal
- Transportation and Utility Corridor
- CN Railway
- ASP Boundary





PLANNING AND DEVELOPMENT SERVICES

TO: Council
DATE: February 25, 2020
FILE: 04702011
SUBJECT: First Reading Bylaw - Residential Redesignation

DIVISION: 3
APPLICATION: PL20190140

PURPOSE: The purpose of this application is to redesignate Block 8, Plan 741 0676 within SE-02-24-03-W05M from Residential Two District (R-2) to Residential One District (R-1) in order to facilitate the subdivision of seven (7) parcels.

GENERAL LOCATION: Located approximately 1/8 mile south of Highway 8 and immediately east of West Meadows Estates Rd.

APPLICANT: Planning Protocol 3 Inc. (Rodney Potrie)

OWNERS: Lu, Qi Tsou, Chai-Jung

POLICY DIRECTION: Relevant policies for this application include the County Plan, the City of Calgary/Rocky View County Intermunicipal Development Plan, and any other applicable policies.

COUNCIL OPTIONS:

Option #1: THAT Bylaw C-8011-2020 be given first reading.
Option #2: THAT application PL20190140 be denied.

APPLICATION REQUIREMENTS:

This application requires:

1. Standard technical requirements under policy.

Respectfully submitted,

“Theresa Cochran”

Executive Director
Community Development Services

Concurrence,

“Al Hoggan”

Chief Administrative Officer

AB/llt

APPENDICES:

APPENDIX ‘A’: Bylaw C-8011-2020 & Schedule A
APPENDIX ‘B’: Map Set

Administration Resources

Andrea Bryden, Planning and Development Services



ROCKY VIEW COUNTY

BYLAW C-8011-2020

A Bylaw of Rocky View County to amend Land Use Bylaw C-4841-97

The Council of Rocky View County enacts as follows:

PART 1 – TITLE

This Bylaw shall be know as Bylaw C-8011-2020.

PART 2 - DEFINITIONS

In this Bylaw the definitions and terms shall have the meanings given to them in Land Use Bylaw C-4841-97, and the *Municipal Government Act*.

PART 3 – EFFECT OF BYLAW

THAT Part 5, Land Use Map No.47 and No.47-SE of Bylaw C-4841-97 be amended by redesignating a Block 8, Plan 741 0676 within SE-02-24-03-W05M from Residential Two District to Residential One District, as shown on the attached Schedule 'A' forming part of this Bylaw.

THAT Block 8, Plan 741 0676 within SE-02-24-03-W05M is hereby redesignated to Residential One District as shown on the attached Schedule 'A' forming part of this Bylaw.

PART 4 – TRANSITIONAL

Bylaw C-8011-2020 is passed when it receives third reading, and is signed by the Reeve/Deputy Reeve and the Municipal Clerk, as per Section 189 of the *Municipal Government Act*.

Division: 3
File: 04702011/PL20190140

READ A FIRST TIME IN COUNCIL this _____ day of _____, 2020

PUBLIC HEARING WAS HELD IN COUNCIL this _____ day of _____, 2020

READ A SECOND TIME IN COUNCIL this _____ day of _____, 2020

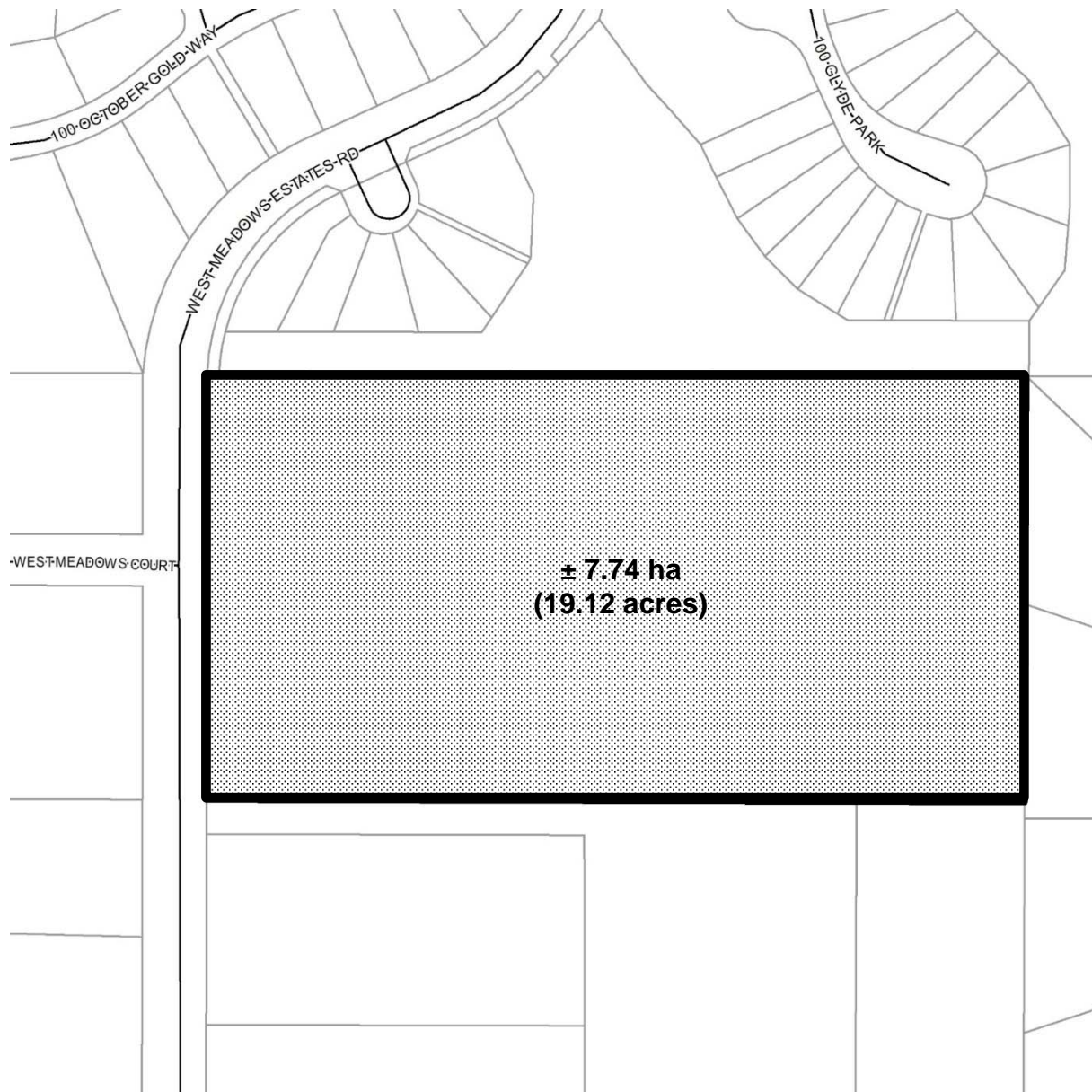
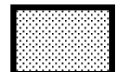
READ A THIRD TIME IN COUNCIL this _____ day of _____, 2020

Reeve

CAO or Designate

Date Bylaw Signed

SCHEDULE "A"

BYLAW: C-8011-2020**AMENDMENT**FROM Residential Two District TO Residential One District

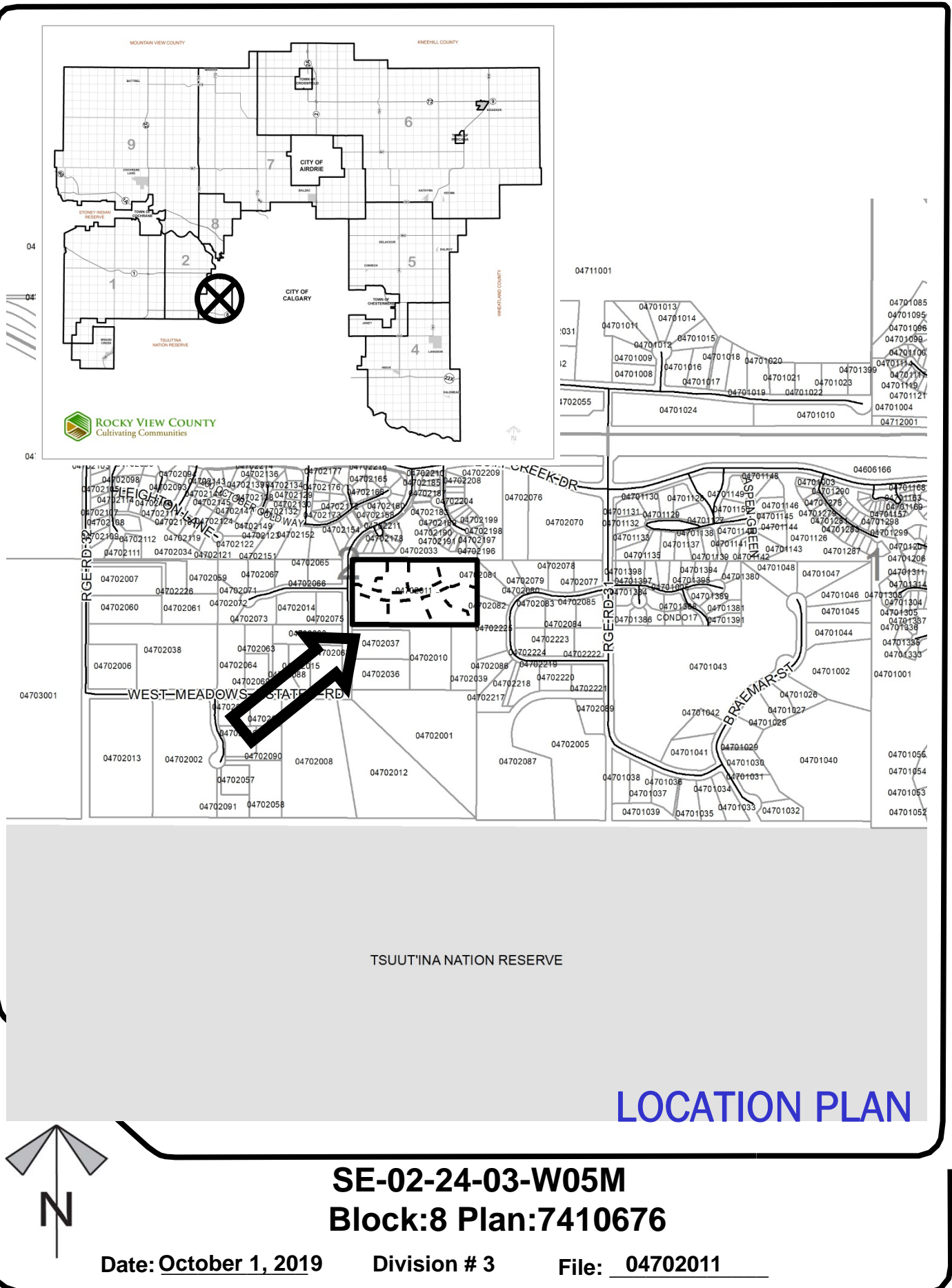
Subject Land _____

LEGAL DESCRIPTION: Block 8, Plan 741 0676

ROCKY VIEW COUNTY

FILE: 04702011 / PL20190140

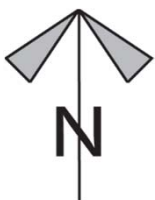
DIVISION: 3



Development Proposal: To redesignate the lands from Residential Two District (R-2) to Residential One District (R-1) to accommodate the creation of seven lots.



DEVELOPMENT PROPOSAL

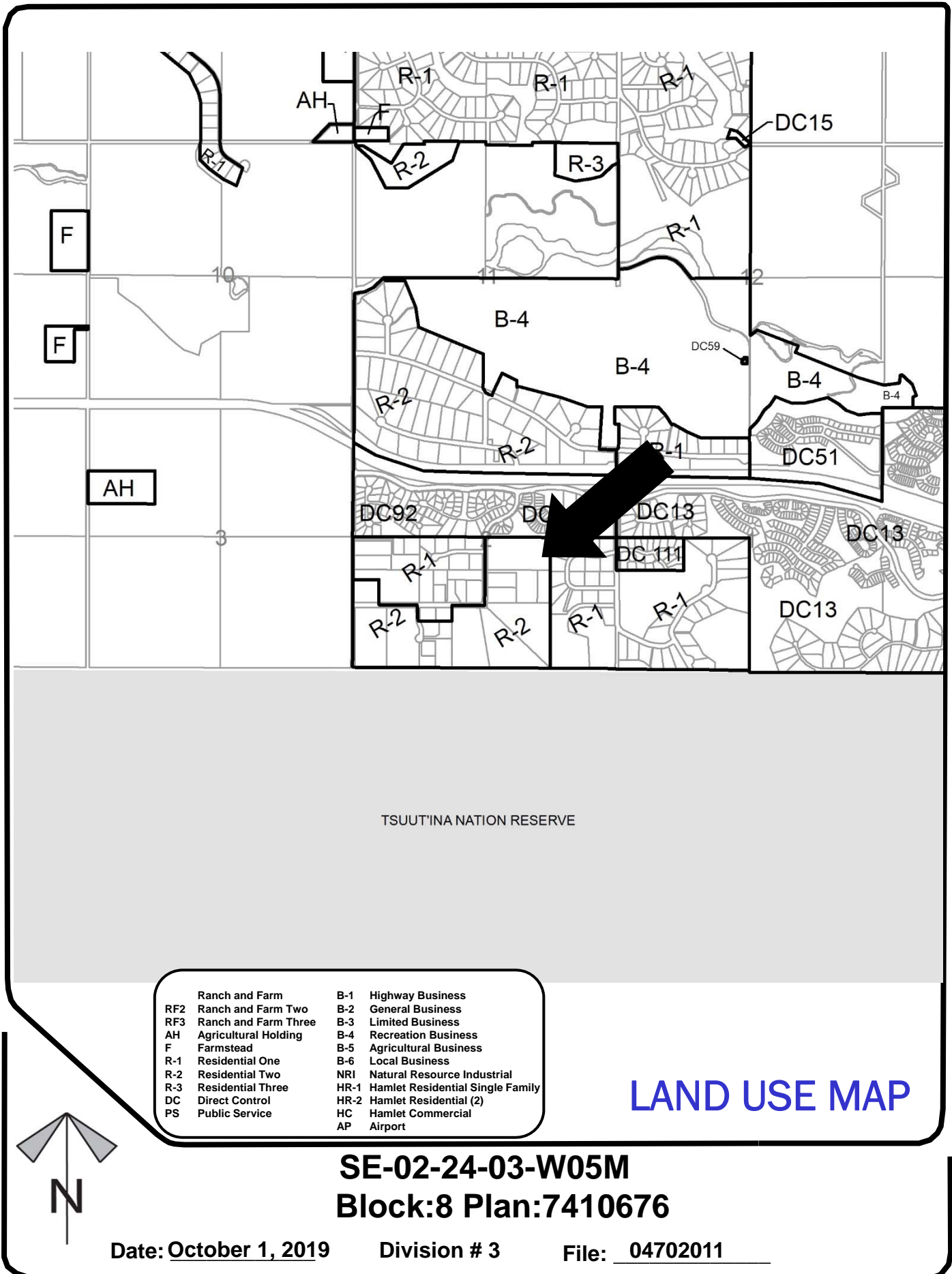


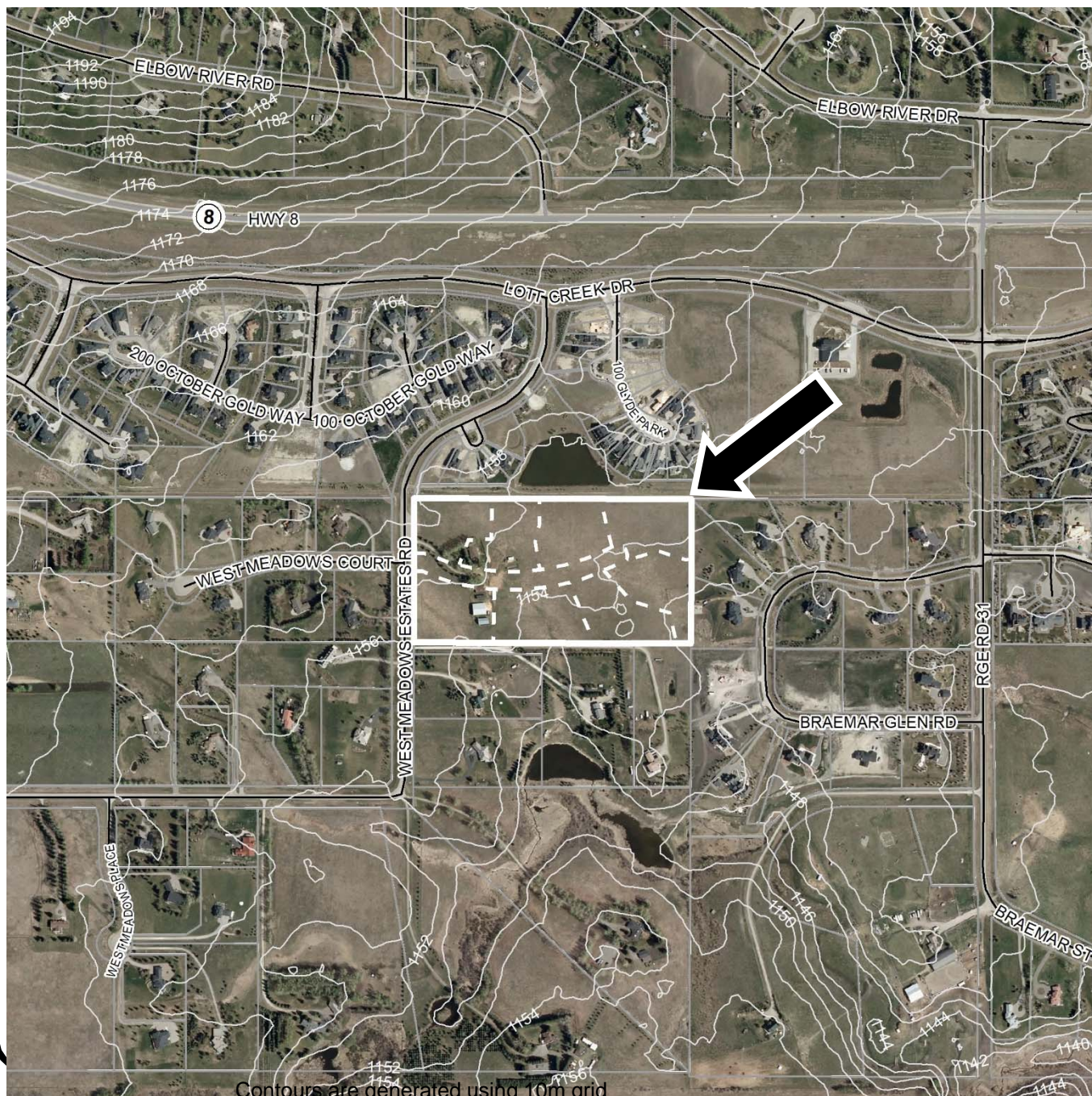
SE-02-24-03-W05M
Block:8 Plan:7410676

Date: October 1, 2019

Division # 3

File: 04702011

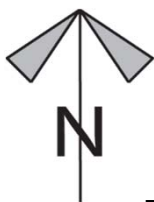




Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

TOPOGRAPHY

Contour Interval 2 M

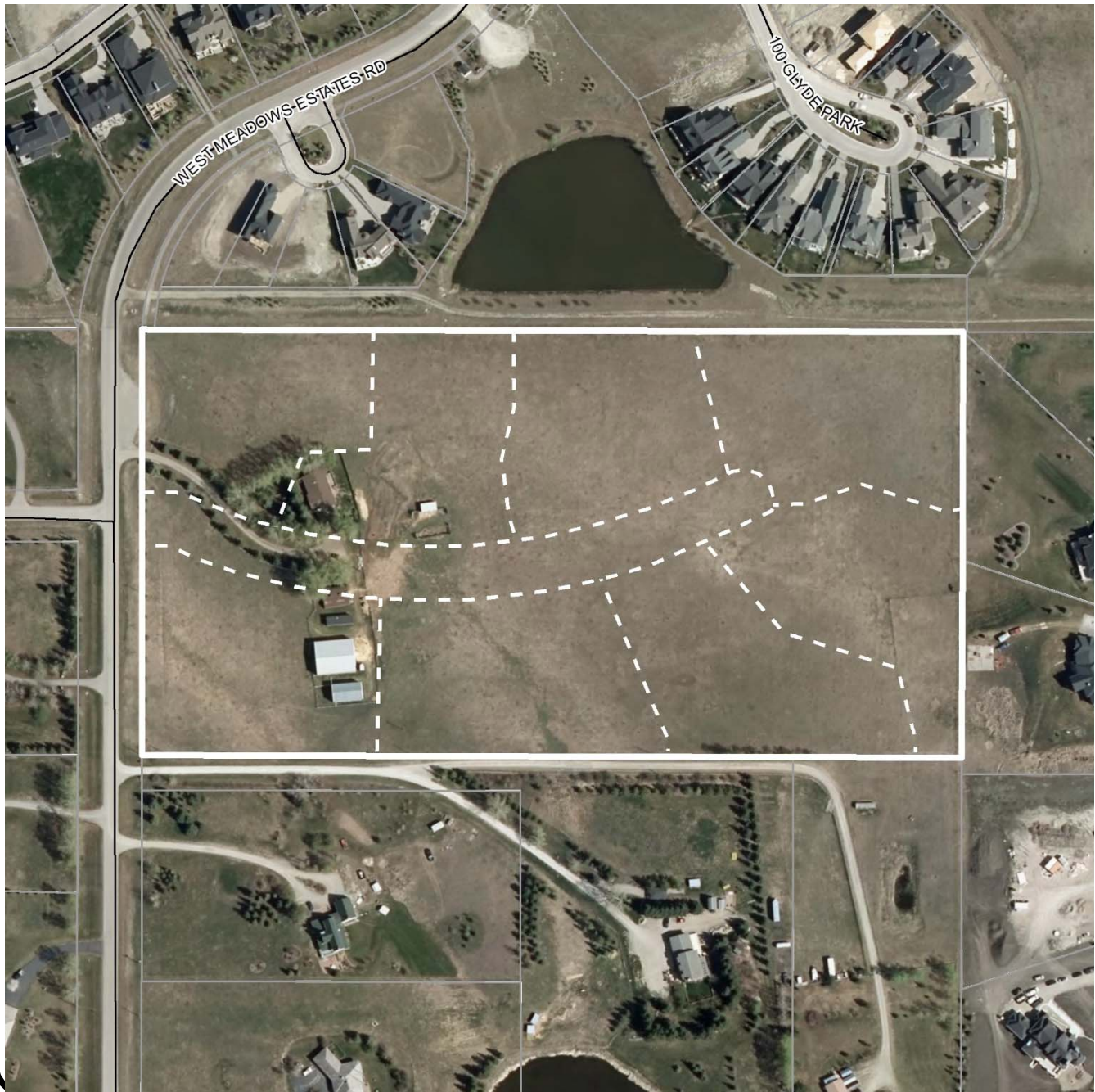


SE-02-24-03-W05M
Block:8 Plan:7410676

Date: October 1, 2019

Division # 3

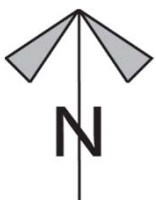
File: 04702011



Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

AIR PHOTO

Spring 2018

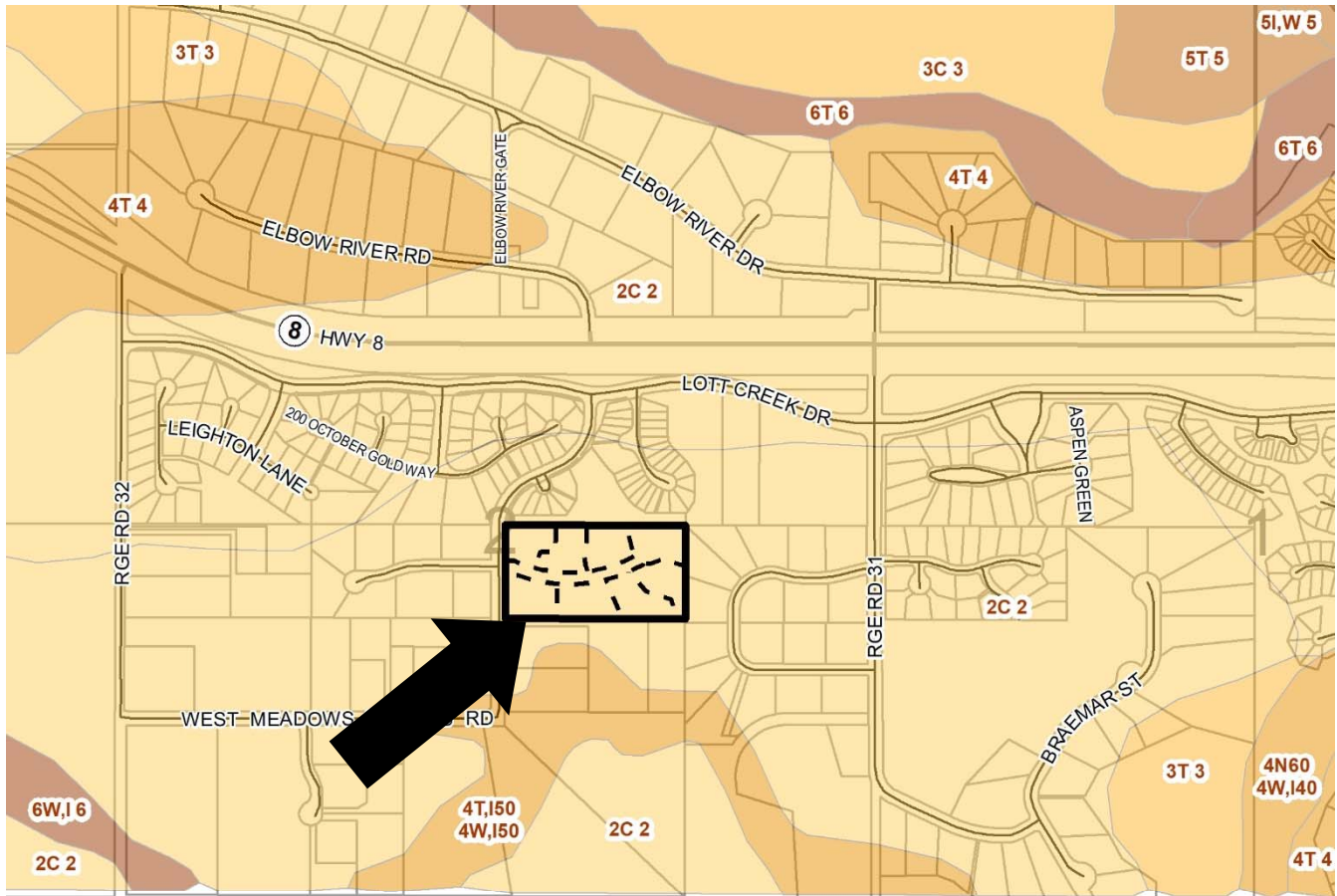


SE-02-24-03-W05M
Block:8 Plan:7410676

Date: October 1, 2019

Division # 3

File: 04702011



TSUUT'INA NATION RESERVE

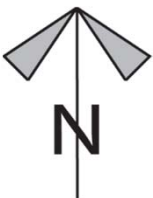
LAND CAPABILITY CLASSIFICATION LEGEND
Limitations refer to cereal, oilseeds and tame hay crops

CLI Class

- 1 - No significant limitation
- 2 - Slight limitations
- 3 - Moderate limitations
- 4 - Severe limitations
- 5 - Very severe limitations
- 6 - Production is not feasible
- 7 - No capability

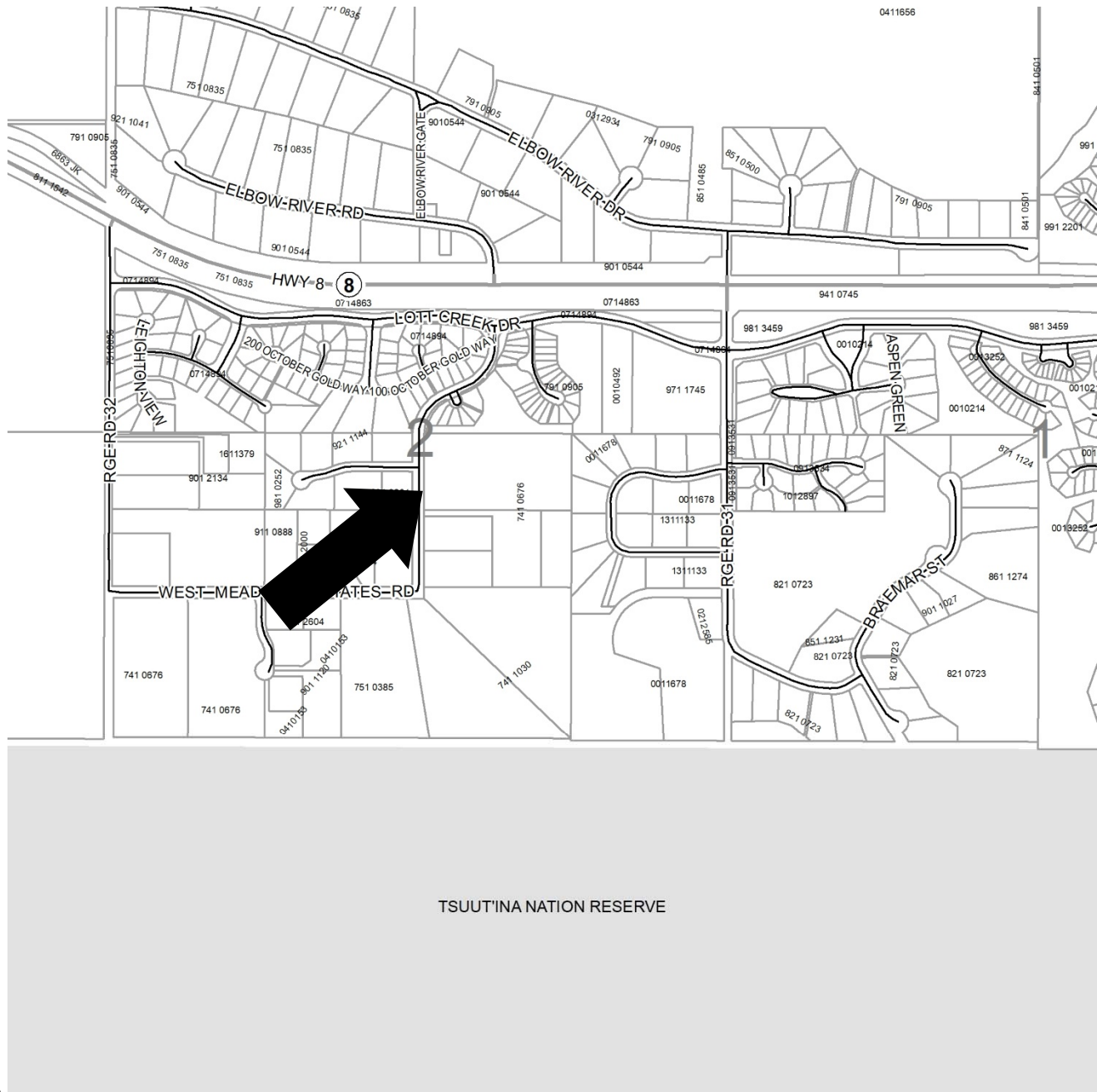
Limitations

- B - brush/tree cover
- C - climate
- D - low permeability
- E - erosion damage
- F - poor fertility
- G - Steep slopes
- H - temperature
- I - flooding
- J - field size/shape
- K - shallow profile development
- M - low moisture holding, adverse texture
- N - high salinity
- P - excessive surface stoniness
- R - shallowness to bedrock
- S - high sodicity
- T - adverse topography
- U - prior earth moving
- V - high acid content
- W - excessive wetness/poor drainage
- X - deep organic deposit
- Y - slowly permeable
- Z - relatively impermeable

SOIL MAP

SE-02-24-03-W05M
Block:8 Plan:7410676

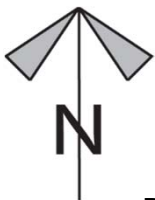
Date: October 1, 2019Division # 3File: 04702011

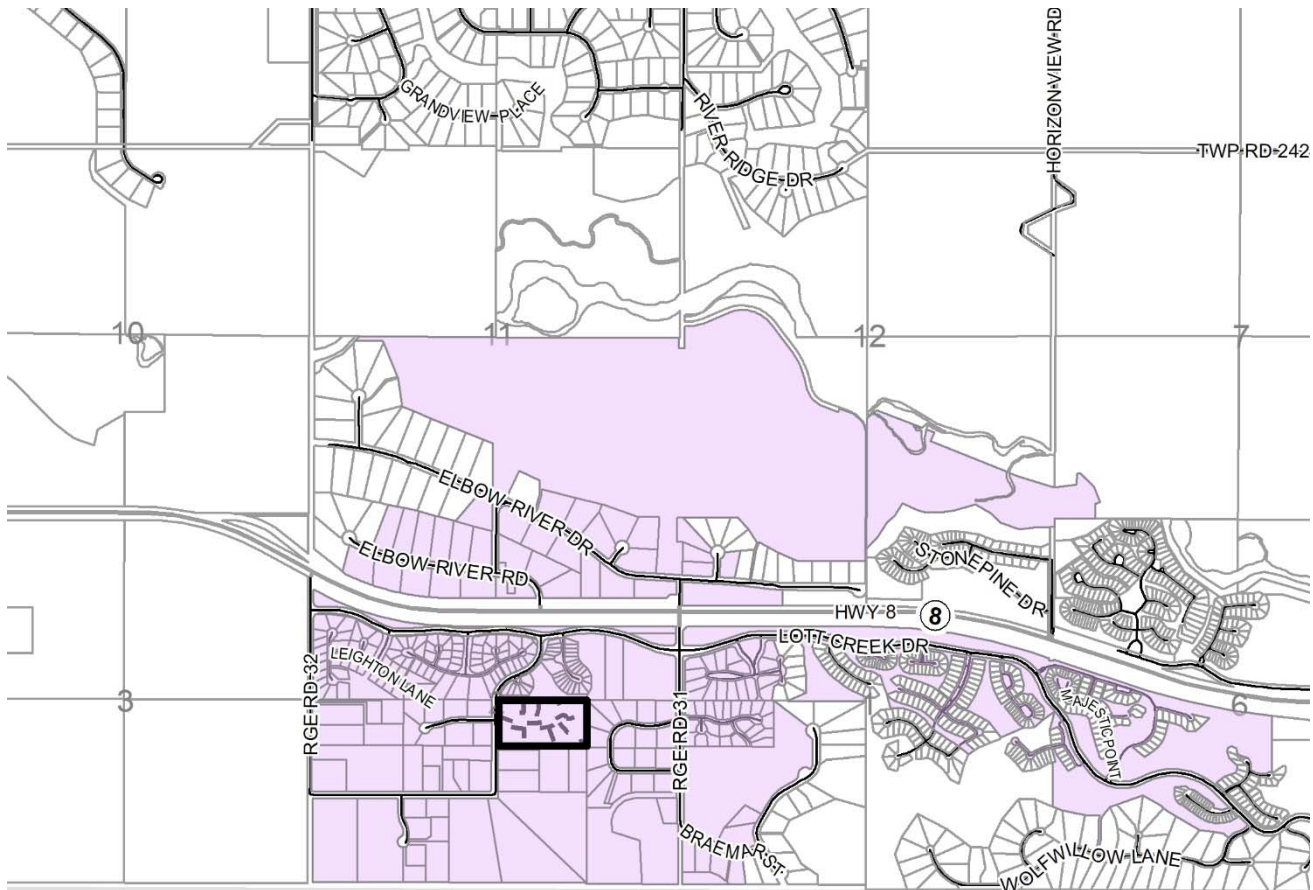
**Legend – Plan numbers**

- First two numbers of the Plan Number indicate the year of subdivision registration.
- Plan numbers that include letters were registered before 1973 and do not reference a year

HISTORIC SUBDIVISION MAP

SE-02-24-03-W05M
Block:8 Plan:7410676

Date: October 1, 2019Division # 3File: 04702011



TSUUT'INA NATION RESERVE

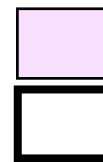


Letters in Opposition



Letters in Support

Legend



Circulation Area

Subject Lands

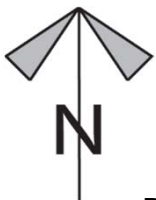
LANDOWNER CIRCULATION AREA

SE-02-24-03-W05M

Block:8 Plan:7410676

Date: October 1, 2019

Division # 3

File: 04702011



PLANNING AND DEVELOPMENT SERVICES

TO: Council
DATE: February 25, 2020
FILE: 04734003
SUBJECT: First Reading Bylaw – Commercial Redesignation

DIVISION: 2
APPLICATION: PL20190173

PURPOSE: The purpose of this application is to redesignate a portion of the subject lands from Ranch and Farm District to Direct Control District 148 as amended to accommodate Phase 2 of the Bingham Crossing development.

GENERAL LOCATION: Located at the northeast junction of Hwy. 1 and Range Road 33, approximately 2.0 miles west of the City of Calgary.

APPLICANT: B&A Planning Group

OWNERS: Bingham Crossing Properties In Trillium Bingham Crossing Inc.

POLICY DIRECTION: Relevant policies for this application include the Interim Growth Plan (IGP), the Municipal Development Plan (MDP), Rocky View County / City of Calgary Intermunicipal Development Plan (IDP), the North Springbank Area Structure Plan (NSASP), the Bingham Crossing Conceptual Scheme (BCCS) and the Bingham Crossing Master Site Development Plan (BCMSDP).

COUNCIL OPTIONS:

Option #1: THAT Bylaw C-8010-2020 be given first reading.
Option #2: THAT application PL20190173 be denied.

APPLICATION REQUIREMENTS:

The application submission appears complete; however, additional information may be requested through the assessment of the application.

Respectfully submitted,
"Theresa Cochran"

Executive Director
Community Development Services

Concurrence,
"Al Hoggan"

Chief Administrative Officer

JA/Itt

Administration Resources
Jessica Anderson , Planning and Development Services



ROCKY VIEW COUNTY

APPENDICES:

APPENDIX 'A': Bylaw C-8010-2020 & Schedule A

APPENDIX 'B': Map Set



ROCKY VIEW COUNTY

BYLAW C-8010-2020**A Bylaw of Rocky View County to amend Land Use Bylaw C-4841-97**

The Council of Rocky View County enacts as follows:

PART 1 – TITLE

This Bylaw shall be known as Bylaw C-8010-2020.

PART 2 – DEFINITIONS

In this Bylaw the definitions and terms shall have the meanings given to them in Land Use Bylaw C-4841-97 and the Municipal Government Act.

PART 3 – EFFECT OF BYLAW

THAT Part 5, Land Use Map No. 47 & 47-NE of Bylaw C-4841-97 be amended by redesignating a portion of NW-34-24-03-W05M from Ranch and Farm District to Direct Control District 148 as amended as shown on the attached Schedule 'A' forming part of this Bylaw.

THAT A portion of NW-34-24-03-W05M is hereby redesignated to Direct Control District 148 amended as shown on the attached Schedule 'A' forming part of this Bylaw.

PART 4 – TRANSITIONAL

Bylaw C-8010-2020 is passed when it receives third reading, and is signed by the Reeve/Deputy Reeve and the Municipal Clerk, as per Section 189 of the *Municipal Government Act*.

Division: 2
File: 04734003/ PL20190173

READ A FIRST TIME IN COUNCIL this _____ day of _____, 2020

PUBLIC HEARING WAS HELD IN COUNCIL this _____ day of _____, 2020

READ A SECOND TIME IN COUNCIL this _____ day of _____, 2020

READ A THIRD TIME IN COUNCIL this _____ day of _____, 2020

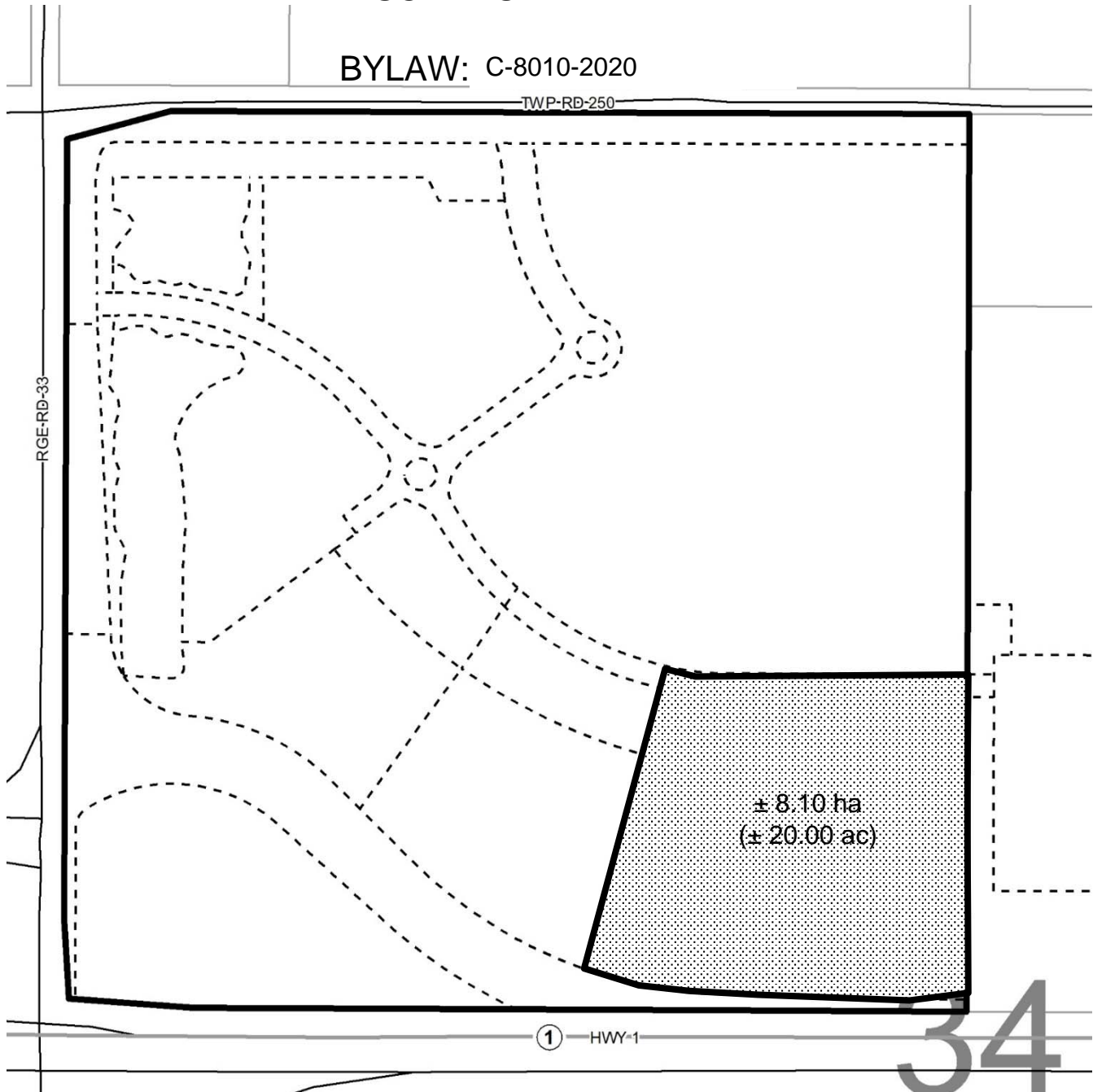
Reeve

CAO or Designate

Date Bylaw Signed

SCHEDULE "A"

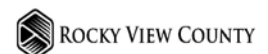
BYLAW: C-8010-2020



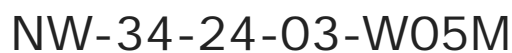
AMENDMENT

FROM Ranch and Farm District TO Direct Control District 148

Subject Land _____

LEGAL DESCRIPTION: NW-34-24-03-W05MFILE: 04734003

DIVISION: 2



File: 04734003

MSDP Proposal: To adopt the Bingham Crossing Phase 2 Master Site Development Plan to provide a policy framework to guide future redesignation, subdivision and development proposals within a portion of NW-1/4-34-24-03-W05M.



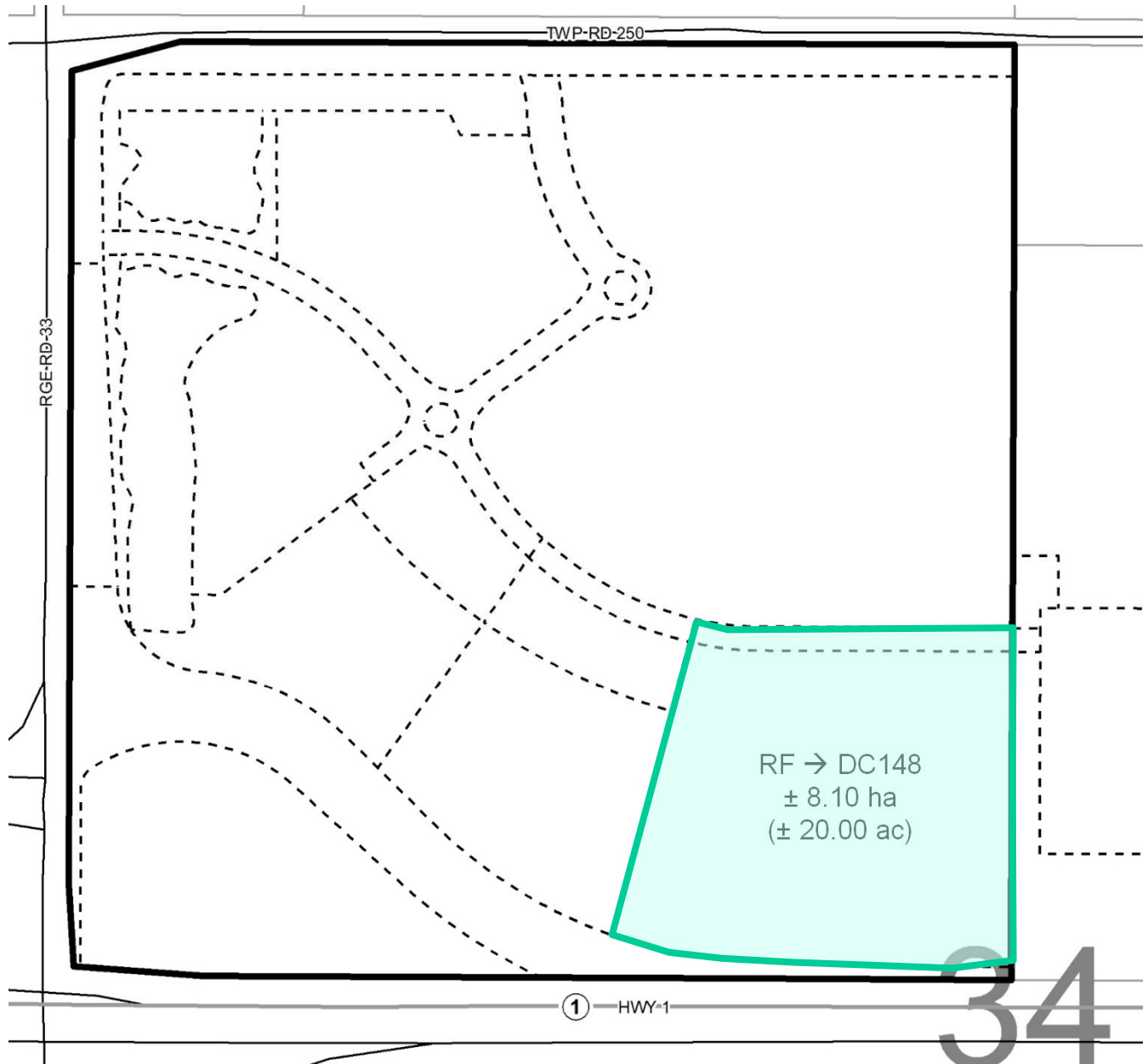
MASTER SITE DEVELOPMENT PLAN OCTOBER 2019

MSDP PROPOSAL

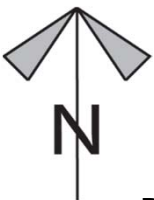
NW-34-24-03-W05M

Date: Nov 19, 2019Division # 2File: 04734003

Development Proposal: To redesignate the subject lands from Ranch and Farm District to Direct Control District 148 as amended to accommodate Phase 2 of the Bingham Crossing development.



DEVELOPMENT PROPOSAL

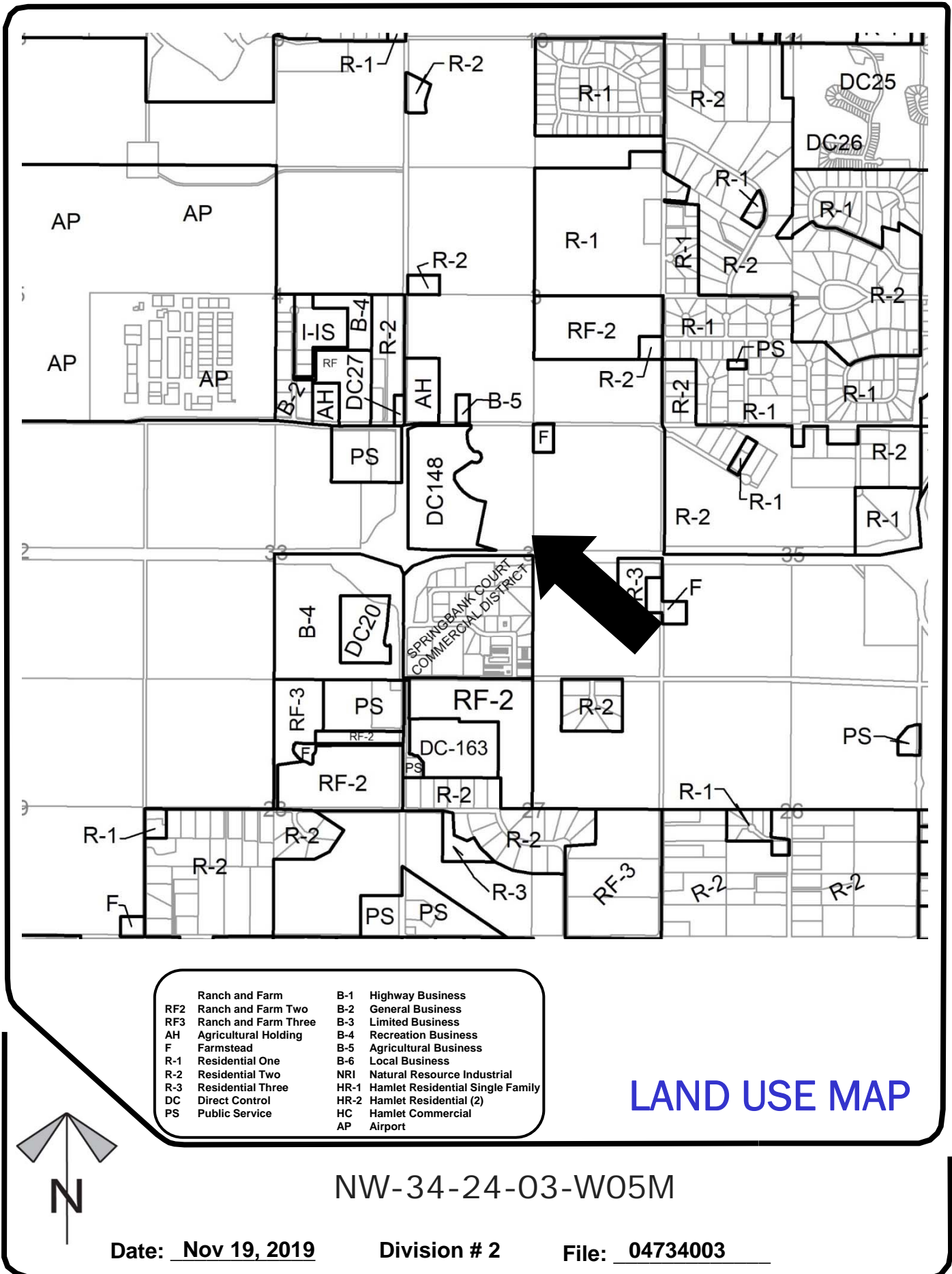


NW-34-24-03-W05M

Date: Nov 19, 2019

Division # 2

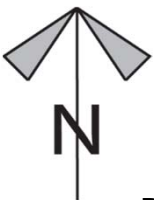
File: 04734003





Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

TOPOGRAPHY
Contour Interval 2 M

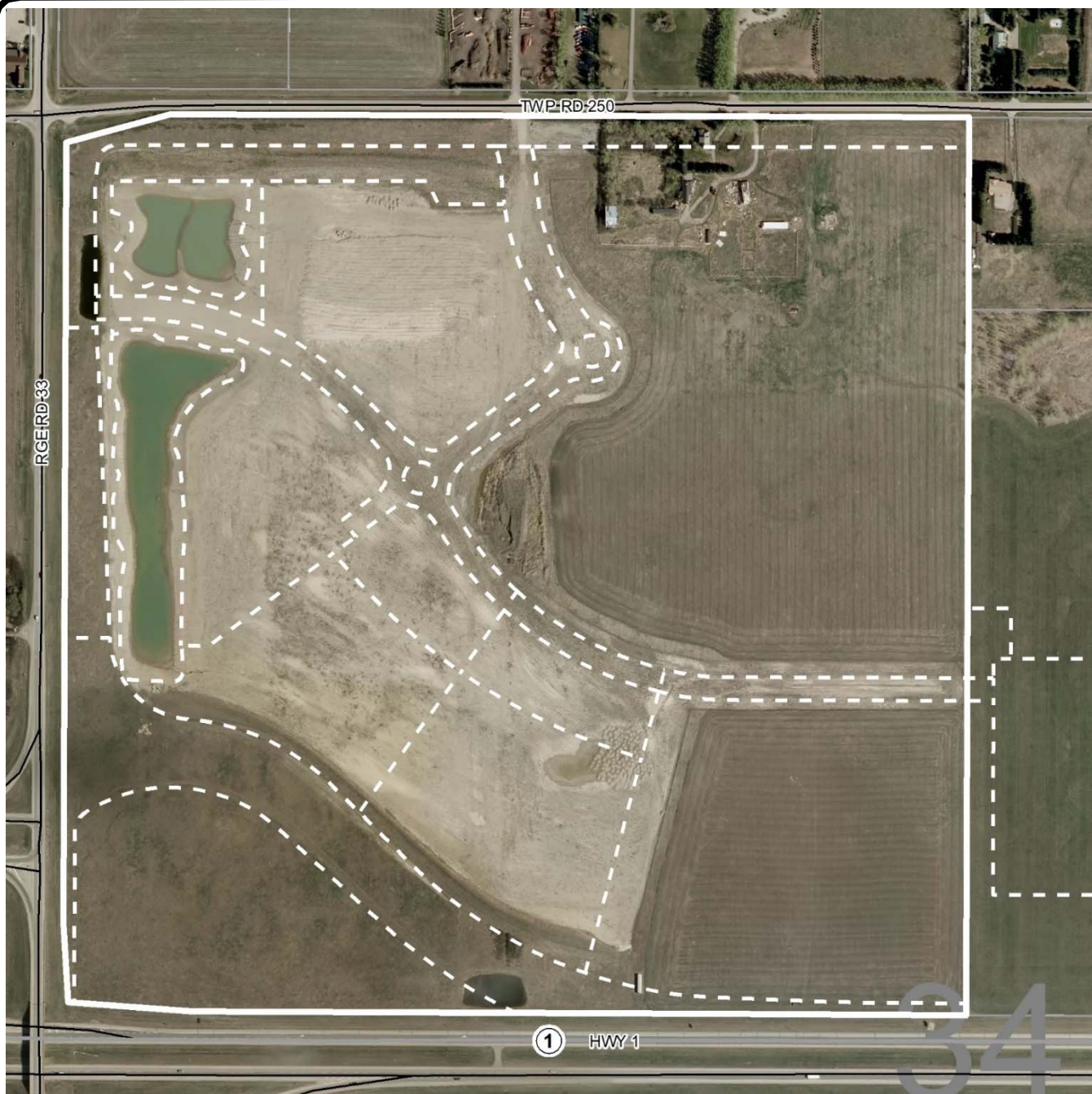


NW-34-24-03-W05M

Date: Nov 19, 2019

Division # 2

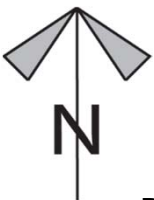
File: 04734003



Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

AIR PHOTO

Spring 2018

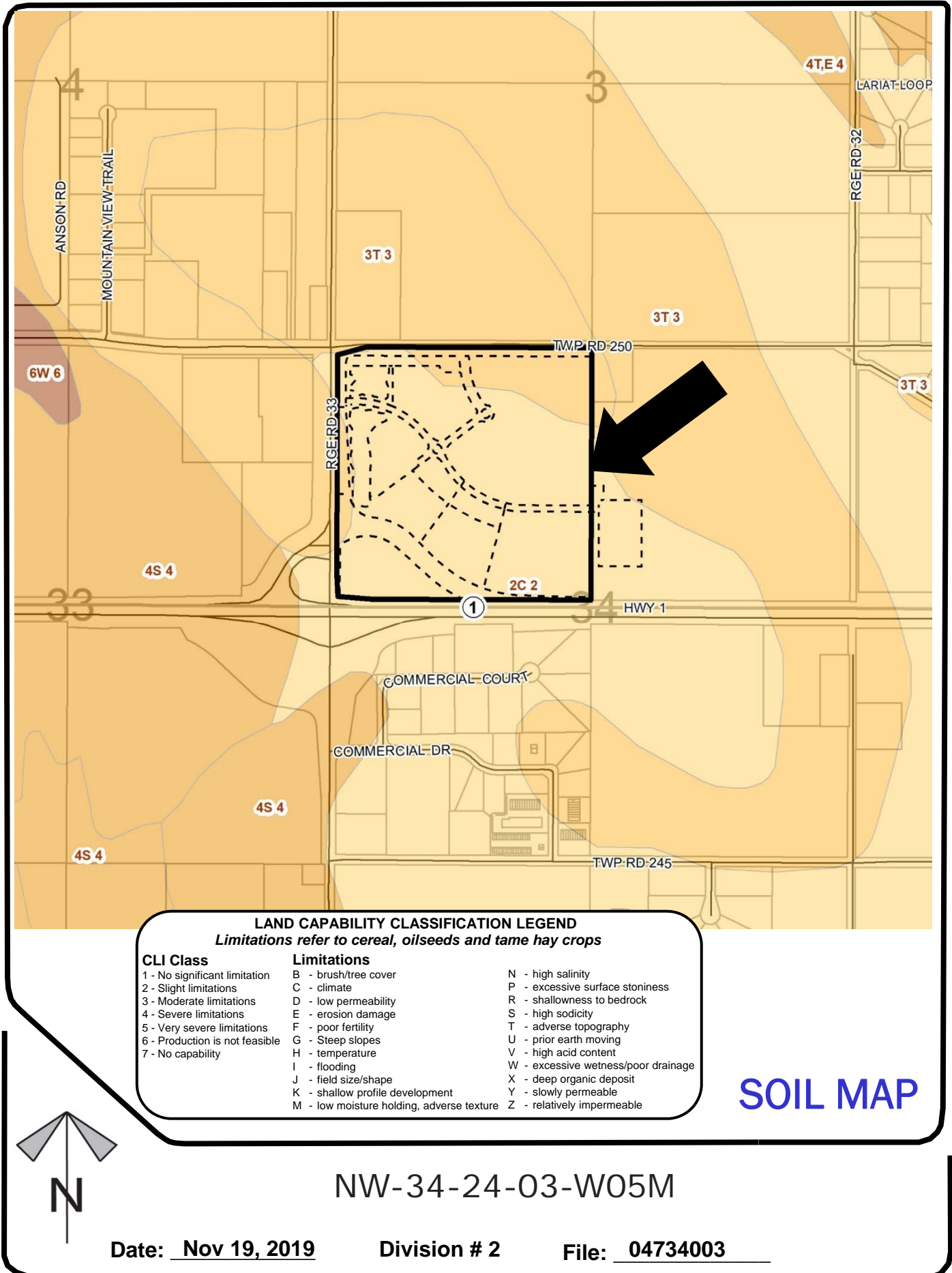


NW-34-24-03-W05M

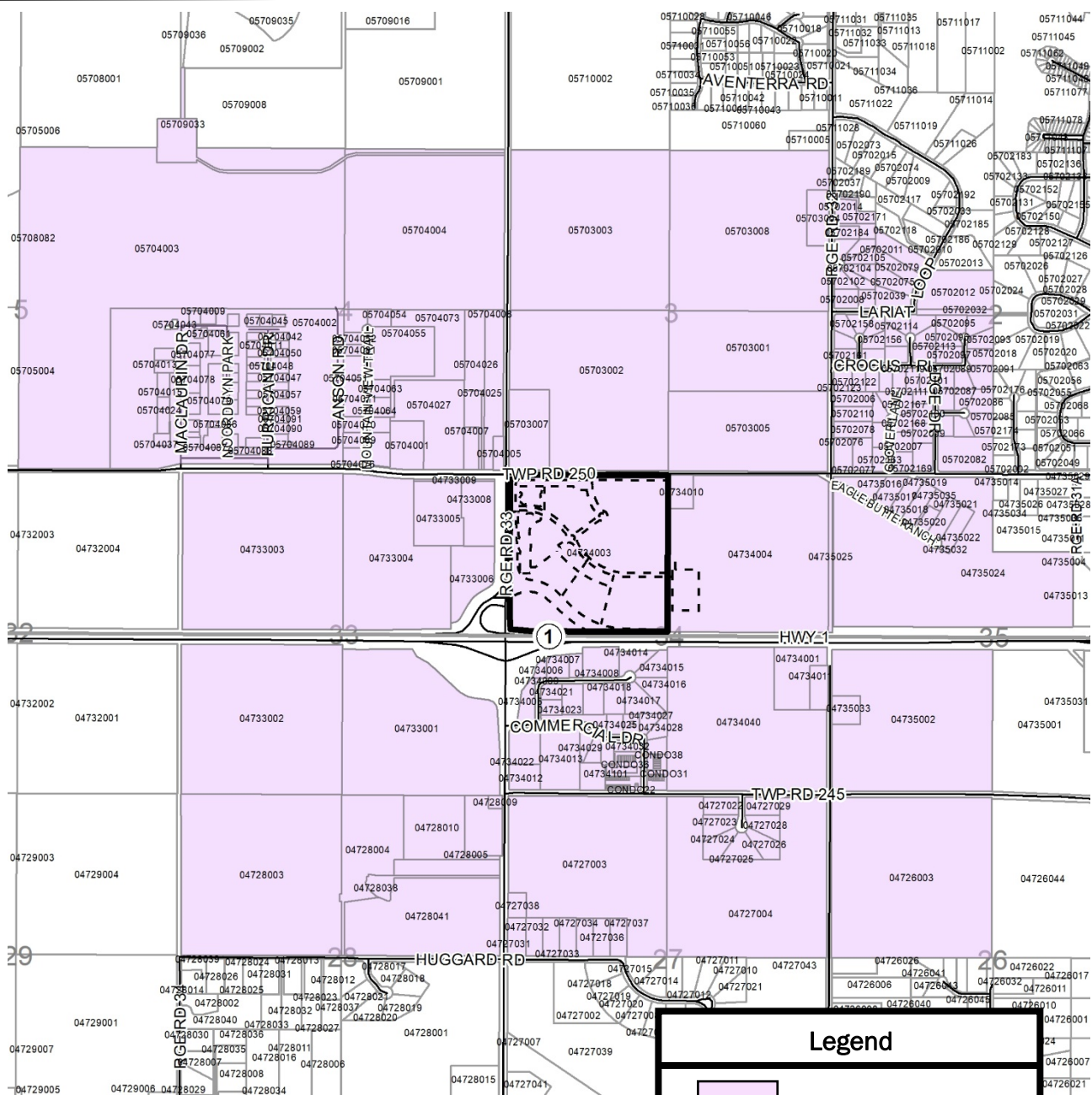
Date: Nov 19, 2019

Division # 2

File: 04734003



AGENDA
Page 1068 of 1091



Letters in Opposition

Letters in Support

LANDOWNER CIRCULATION AREA

NW-34-24-03-W05M

Date: Nov 19, 2019

Division # 2

File: 04734003



PLANNING AND DEVELOPMENT SERVICES

TO: Council
DATE: February 25, 2020 **DIVISION:** 5
FILE: 06304007 **APPLICATION:** PL20190197
SUBJECT: First Reading Bylaw - Residential Redesignation

PURPOSE: The purpose of this application is to redesignate a portion of NW-04-26-28-W04M from Ranch and Farm District (RF) to Live-Work District (L-W) in order to accommodate a RV storage business.
GENERAL LOCATION: Located approximately ¾ mile north of Twp Rd 260 and on the east side of Rge Rd 284.
APPLICANT: Planning Protocol 3 Inc. (Rodney Potrie)
OWNERS: Robert B & M Catherine Steele, and Michael Hopps
POLICY DIRECTION: Relevant policies for this application include the County Plan and the Land Use Bylaw.

COUNCIL OPTIONS:

Option #1: THAT Bylaw C-8012-2020 be given first reading.
 Option #2: THAT application PL20190197 be denied.

APPLICATION REQUIREMENTS:

This application requires:

1. Standard technical requirements under policy.

Respectfully submitted,

“Theresa Cochran”

Executive Director
Community Development Services

Concurrence,

“Al Hoggan”

Chief Administrative Officer

AB/lt

APPENDICES:

APPENDIX ‘A’: Bylaw C-8012-2020 & Schedule A
 APPENDIX ‘B’: Map Set

Administration Resources

Andrea Bryden, Planning and Development Services



ROCKY VIEW COUNTY

BYLAW C-8012-2020

A Bylaw of Rocky View County to amend Land Use Bylaw C-4841-97

The Council of Rocky View County enacts as follows:

PART 1 – TITLE

This Bylaw shall be know as Bylaw C-8012-2020.

PART 2 - DEFINITIONS

In this Bylaw the definitions and terms shall have the meanings given to them in Land Use Bylaw C-4841-97 and the *Municipal Government Act*.

PART 3 – EFFECT OF BYLAW

THAT Part 5, Land Use Map No.63 of Bylaw C-4841-97 be amended by redesignating a portion of NW-04-26-28-W04M from Ranch and Farm District to Live-Work District, as shown on the attached Schedule 'A' forming part of this Bylaw.

THAT A portion of NW-04-26-28-W04M is hereby redesignated to Live-Work District as shown on the attached Schedule 'A' forming part of this Bylaw.

PART 4 – TRANSITIONAL

Bylaw C-8012-2020 is passed when it receives third reading, and is signed by the Reeve/Deputy Reeve and the Municipal Clerk, as per Section 189 of the *Municipal Government Act*.

Division: 5
File: 06304007/PL20190197

READ A FIRST TIME IN COUNCIL this _____ day of _____, 20XX

PUBLIC HEARING WAS HELD IN COUNCIL this day of , 20XX

READ A SECOND TIME IN COUNCIL this _____ day of _____, 20XX

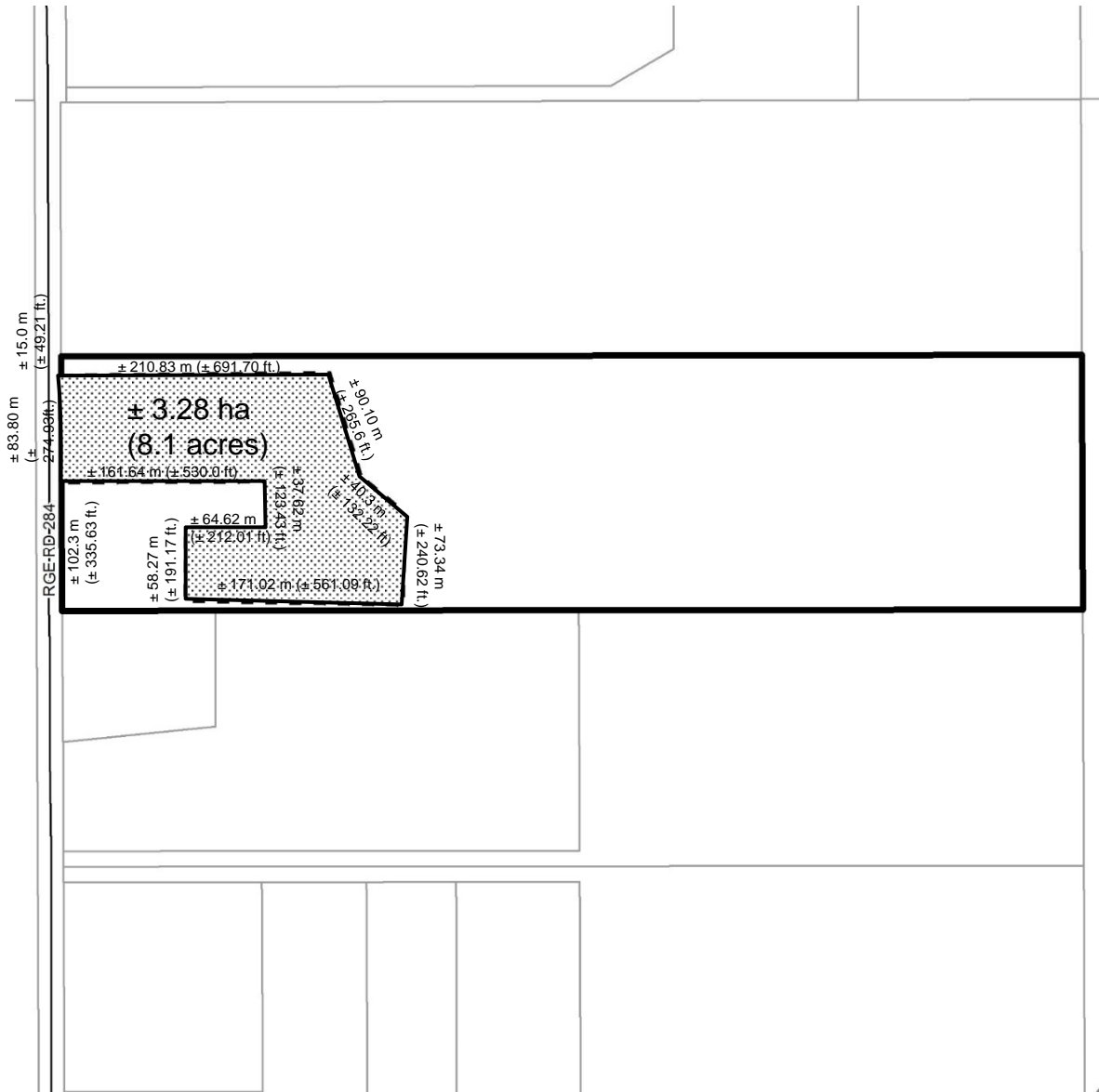
READ A THIRD TIME IN COUNCIL this _____ day of _____, 20XX

Reeve

CAO or Designate

Date Bylaw Signed

SCHEDULE "A"

BYLAW: C-8012-2020

AMENDMENT

FROM Ranch and Farm District TO Live-Work District

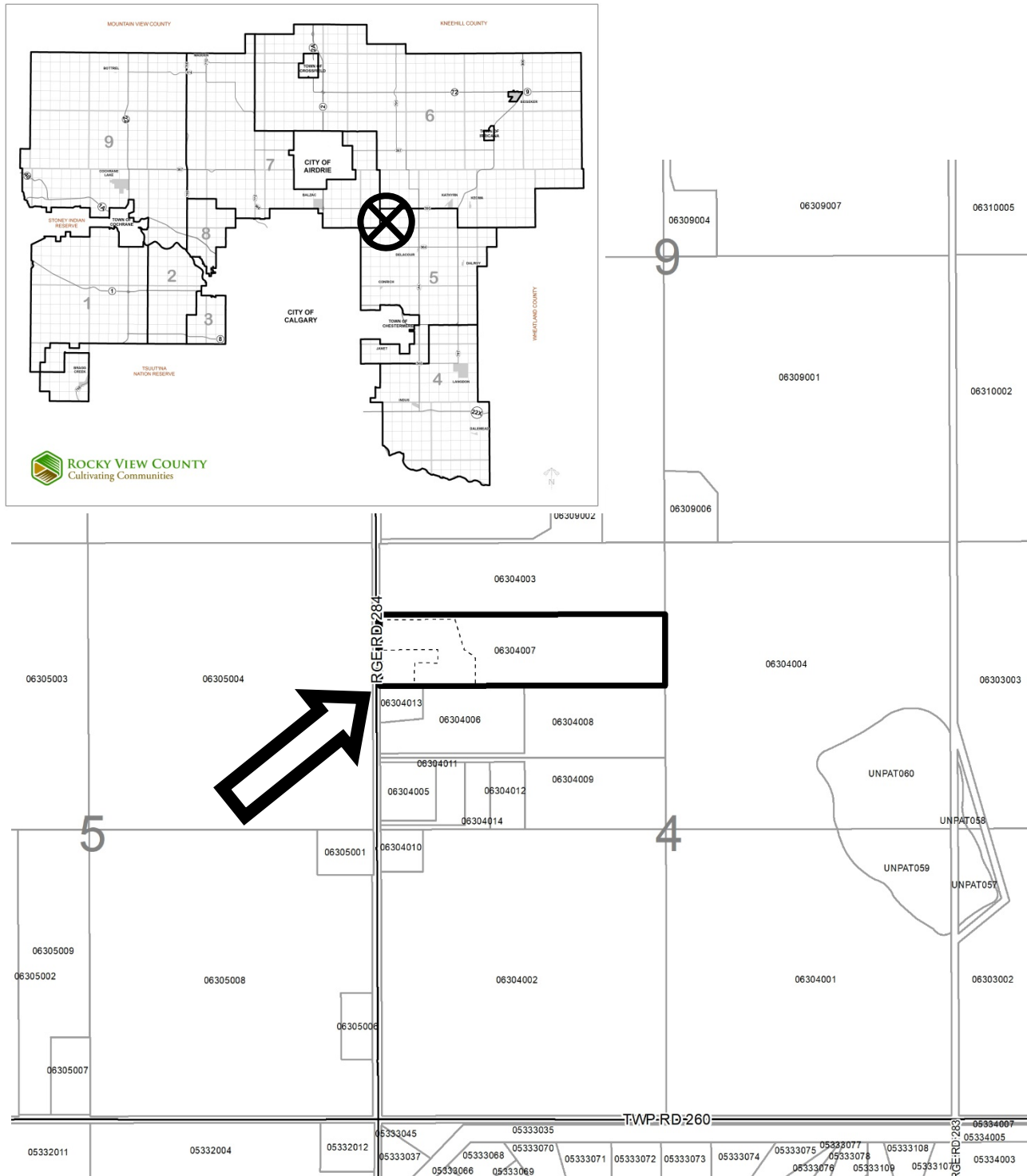
Subject Land _____

LEGAL DESCRIPTION: NW-04-26-28-W04M

ROCKY VIEW COUNTY

FILE: 06304007 / PL20190197

DIVISION: 5

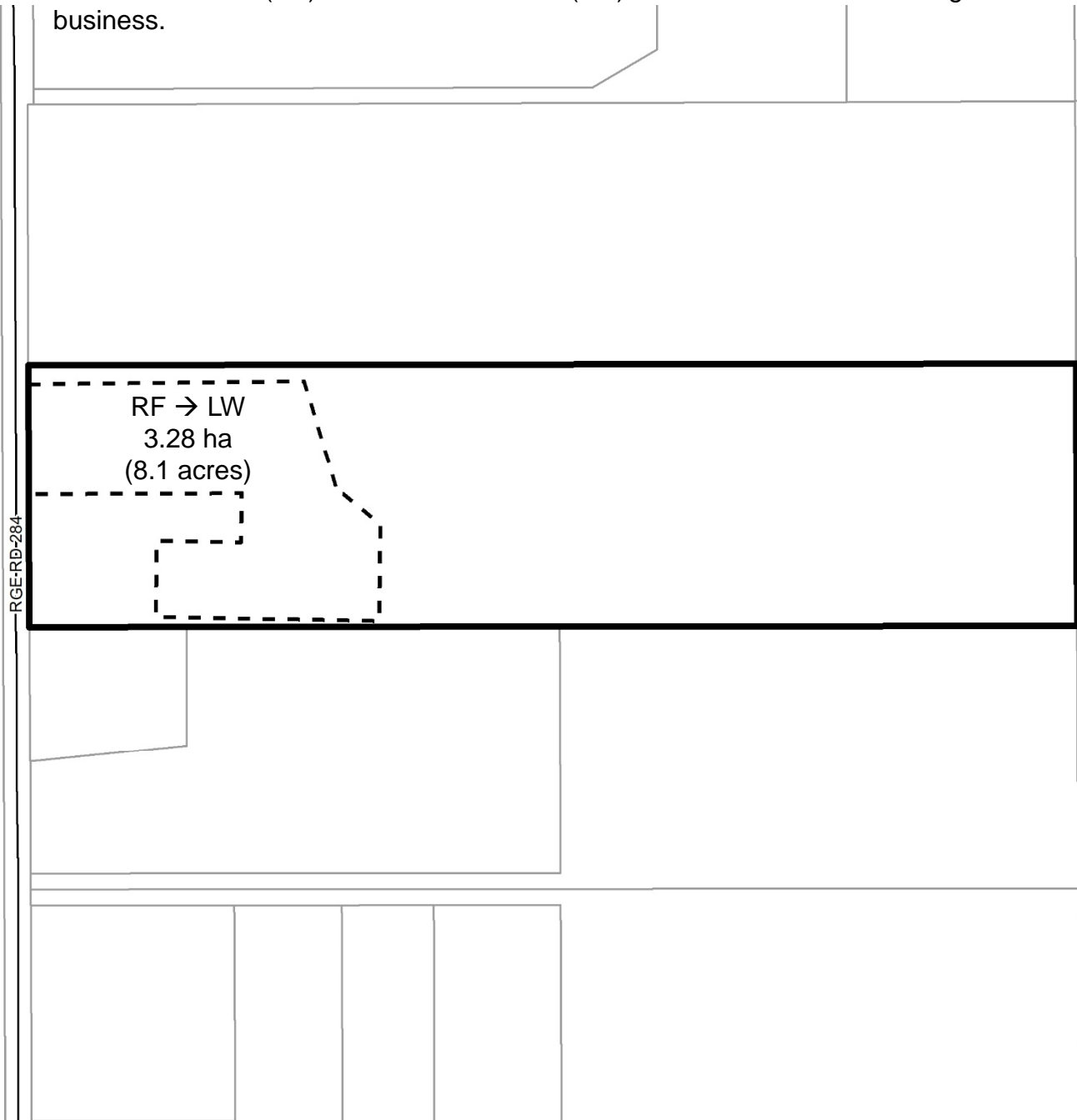


LOCATION PLAN

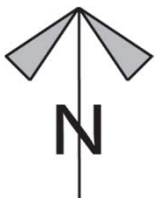
NW-04-26-28-W04M

Date: Dec 20, 2019Division # 5File: 06304007

Redesignation proposal: To redesignate a portion of the subject lands from Ranch and Farm District (RF) to Live-Work District (LW) to accommodate a rv storage business.



DEVELOPMENT PROPOSAL

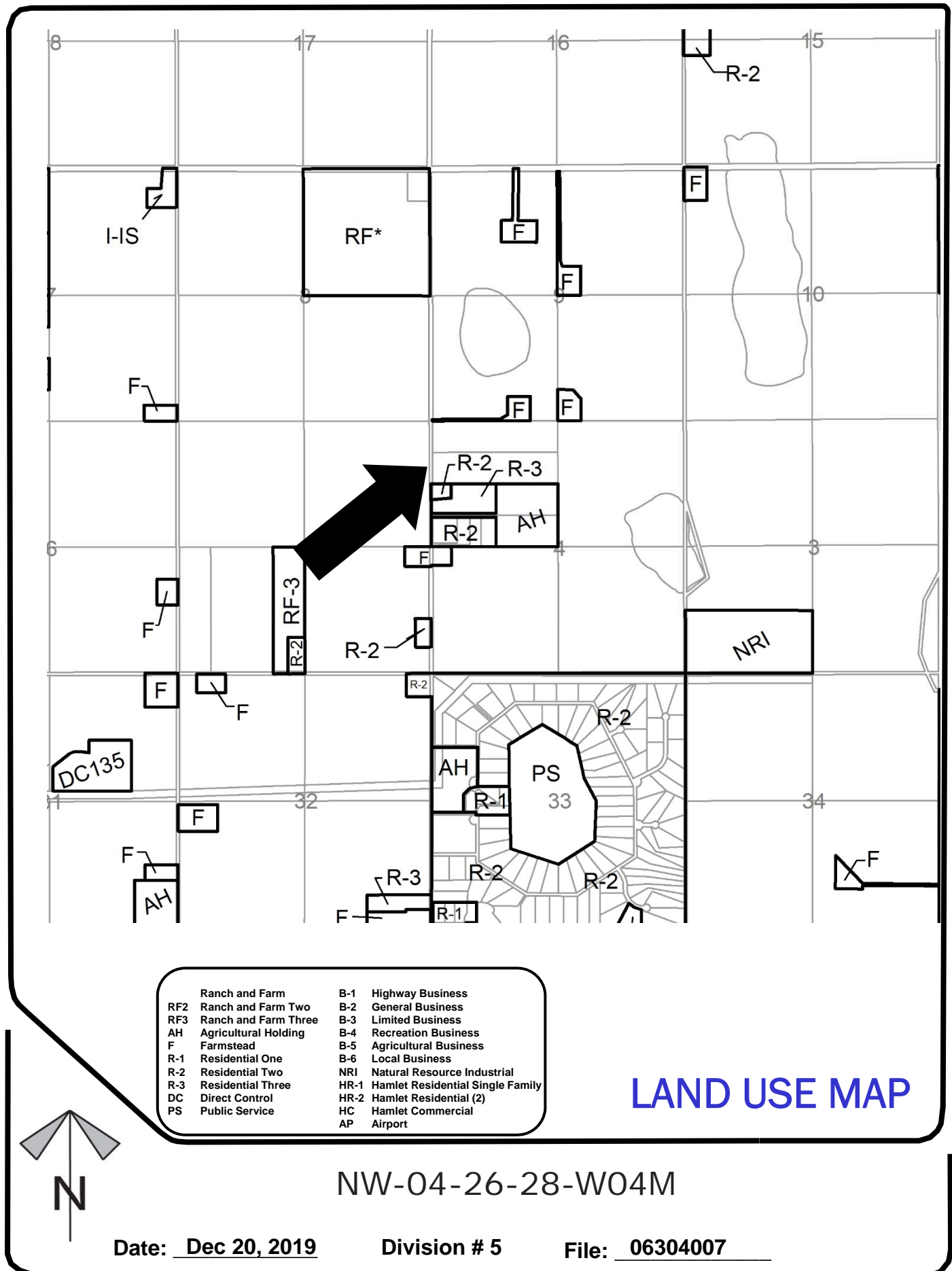


NW-04-26-28-W04M

Date: Dec 20, 2019

Division # 5

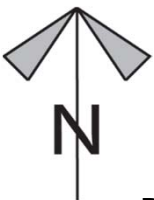
File: 06304007





Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

TOPOGRAPHY
Contour Interval 2 M



NW-04-26-28-W04M

Date: Dec 20, 2019

Division # 5

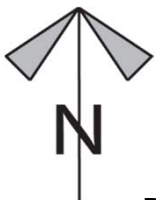
File: 06304007



Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

AIR PHOTO

Spring 2018



NW-04-26-28-W04M

Date: Dec 20, 2019

Division # 5

File: 06304007

AGENDA
Page 1079 of 1091





PLANNING AND DEVELOPMENT SERVICES

TO: Council
DATE: February 25, 2020
FILE: 04833007
SUBJECT: First Reading Bylaw – Agricultural Redesignation

DIVISION: 1
APPLICATION: PL20190205

PURPOSE: The purpose of this application is to redesignate a portion of the subject land from Ranch and Farm District (RF) to Ranch and Farm Two District (RF-2) in order to facilitate the creation of a ± 70.00 acre parcel with ± 80.00 acre remainder.

GENERAL LOCATION: Located 6.50km (4 miles) south of the Town of Cochrane; 1.6km (1 mile) west of Hwy 22 and south of Twp Rd 250.

APPLICANT: Konschuk Consulting

OWNERS: CL Ranches Ltd. (Marshall Copithorne)

POLICY DIRECTION: Relevant policies for this application include the Interim Growth Plan (IGP), and the Municipal Development Plan (MDP).

COUNCIL OPTIONS:

Option #1: THAT Bylaw C-8013-2020 be given first reading.
Option #2: THAT application PL20190205 be denied.

APPLICATION REQUIREMENTS:

The application submission appears complete; however, additional information may be requested through the assessment of the application.

Respectfully submitted,

“Theresa Cochran”

Executive Director
Community Development Services

Concurrence,

“Al Hoggan”

Chief Administrative Officer

AP/llt

APPENDICES:

APPENDIX ‘A’: Bylaw C-8013-2020 & Schedule A
APPENDIX ‘B’: Map Set

Administration Resources

Althea Panaguiton, Planning and Development Services



BYLAW C-8013-2020

A Bylaw of Rocky View County to amend Land Use Bylaw C-4841-97

The Council of Rocky View County enacts as follows:

PART 1 – TITLE

This Bylaw shall be known as Bylaw C-8013-2020.

PART 2 – DEFINITIONS

In this Bylaw the definitions and terms shall have the meanings given to them in Land Use Bylaw C-4841-97 and the *Municipal Government Act*.

PART 3 – EFFECT OF BYLAW

THAT Part 5, Land Use Map No. 48 of Bylaw C-4841-97 be amended by redesignating a portion of NE-33-24-04-W05M from Ranch and Farm District to Ranch and Farm Two District as shown on the attached Schedule 'A' forming part of this Bylaw.

THAT A portion of NE-33-24-04-W05M is hereby redesignated to Ranch and Farm Two District as shown on the attached Schedule 'A' forming part of this Bylaw.

PART 4 – TRANSITIONAL

Bylaw C-8013-2020 is passed when it receives third reading, and is signed by the Reeve/Deputy Reeve and the Municipal Clerk, as per Section 189 of the *Municipal Government Act*.

Division: 1
File: 04833007/ PL20190205

READ A FIRST TIME IN COUNCIL this _____ day of _____, 2020

PUBLIC HEARING WAS HELD IN COUNCIL this _____ day of _____, 2020

READ A SECOND TIME IN COUNCIL this _____ day of _____, 2020

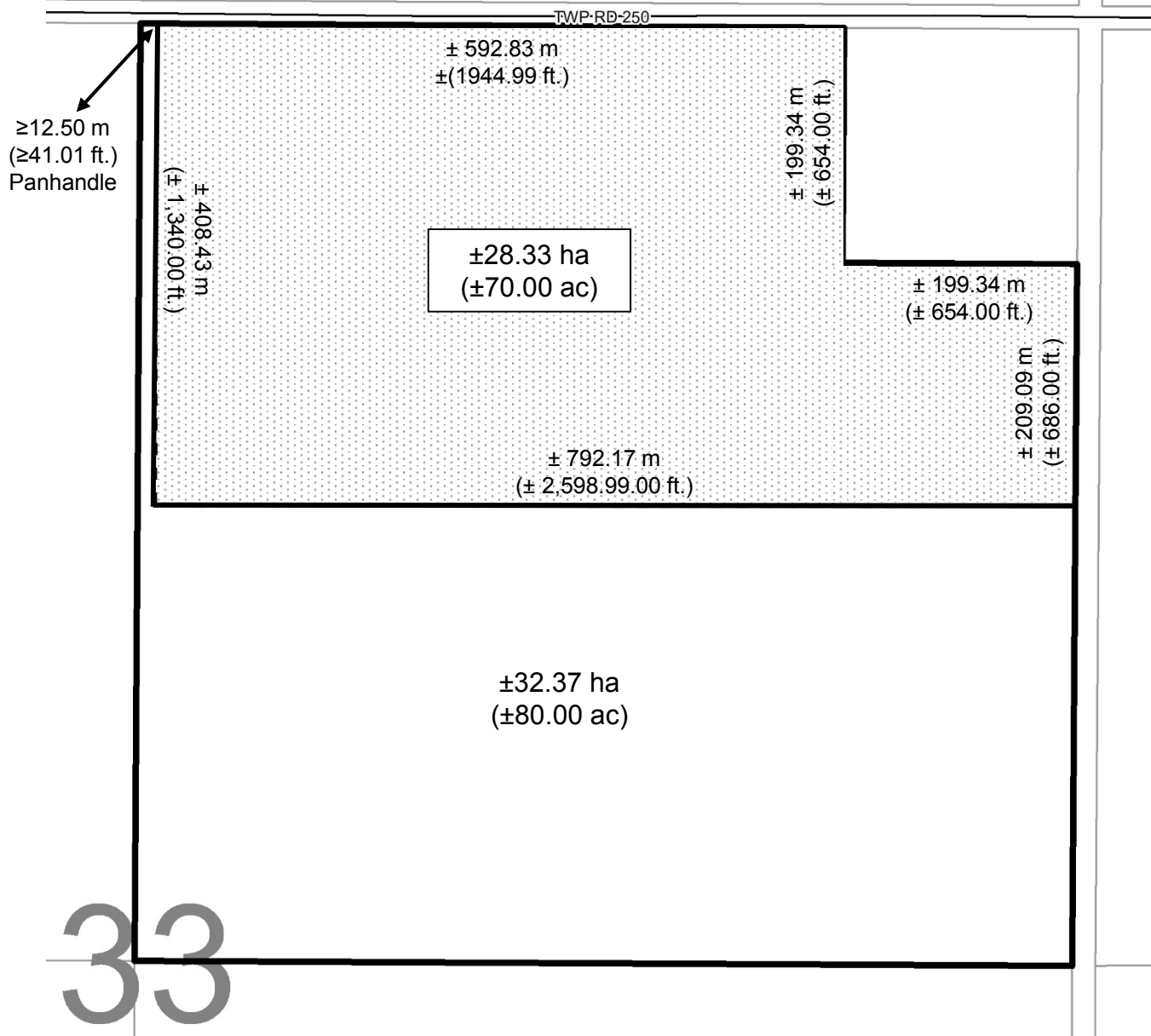
READ A THIRD TIME IN COUNCIL this _____ day of _____, 2020

Reeve

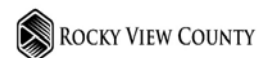
CAO or Designate

Date Bylaw Signed

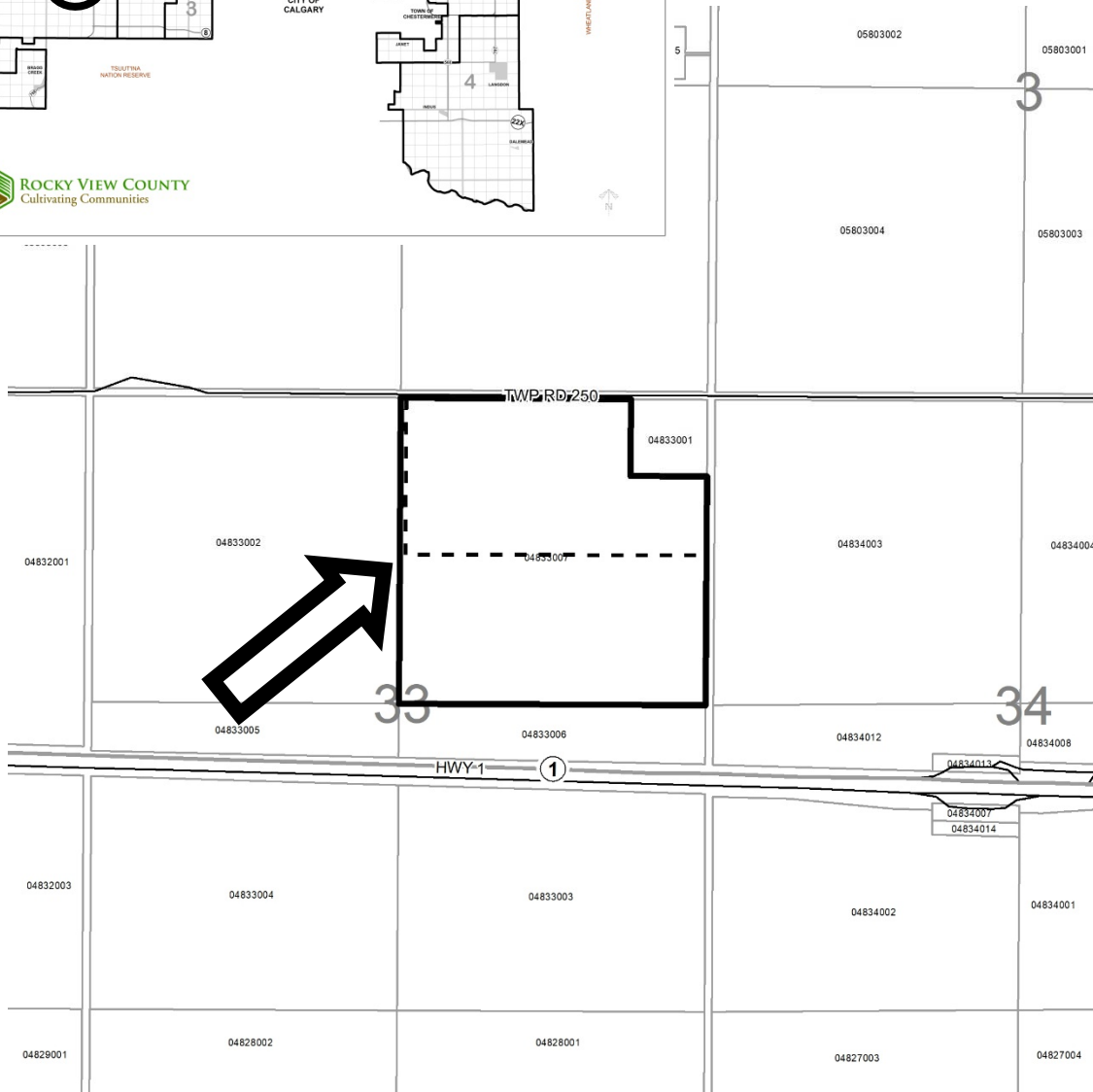
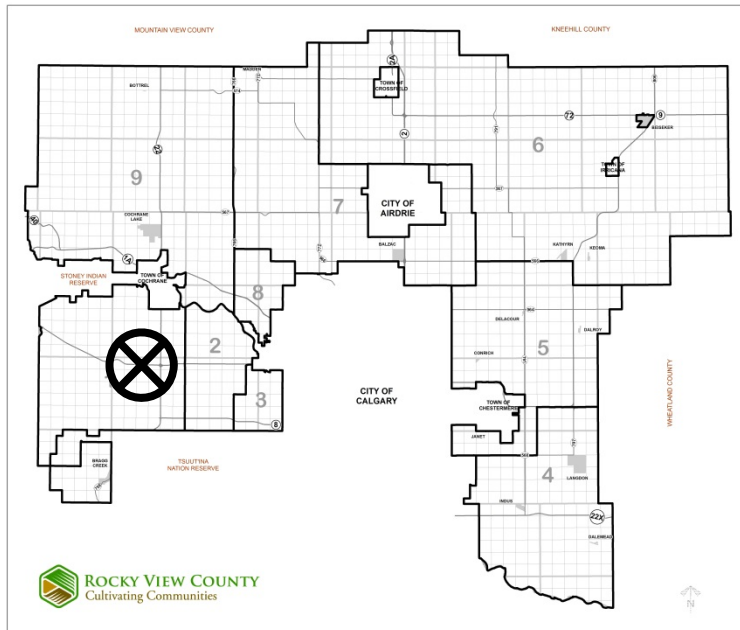
SCHEDULE "A"

BYLAW: C-8013-2020FROM Ranch and Farm District TO Ranch and Farm Two

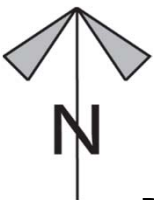
Subject Land _____

LEGAL DESCRIPTION: NE-33-24-04-W05MFILE: 04833007

DIVISION: 1



LOCATION PLAN



NE-33-24-04-W05M

Date: Dec 23, 2019Division # 1File: 04833007

Development Proposal: To redesignate a portion of the subject land from Ranch and Farm District (RF) to Ranch and Farm Two District (RF-2) in order to facilitate the creation of a ± 28.33 hectare (± 70.00 acre) parcel with ± 32.37 hectare (± 80.00 acre) remainder.

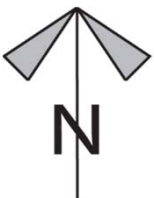
TWP-RD-250

Lot 1
RF \rightarrow RF-2
 ± 28.33 ha
(± 70.00 ac)

± 32.37 ha
(± 80.00 ac)
RF
Remainder

33

DEVELOPMENT PROPOSAL

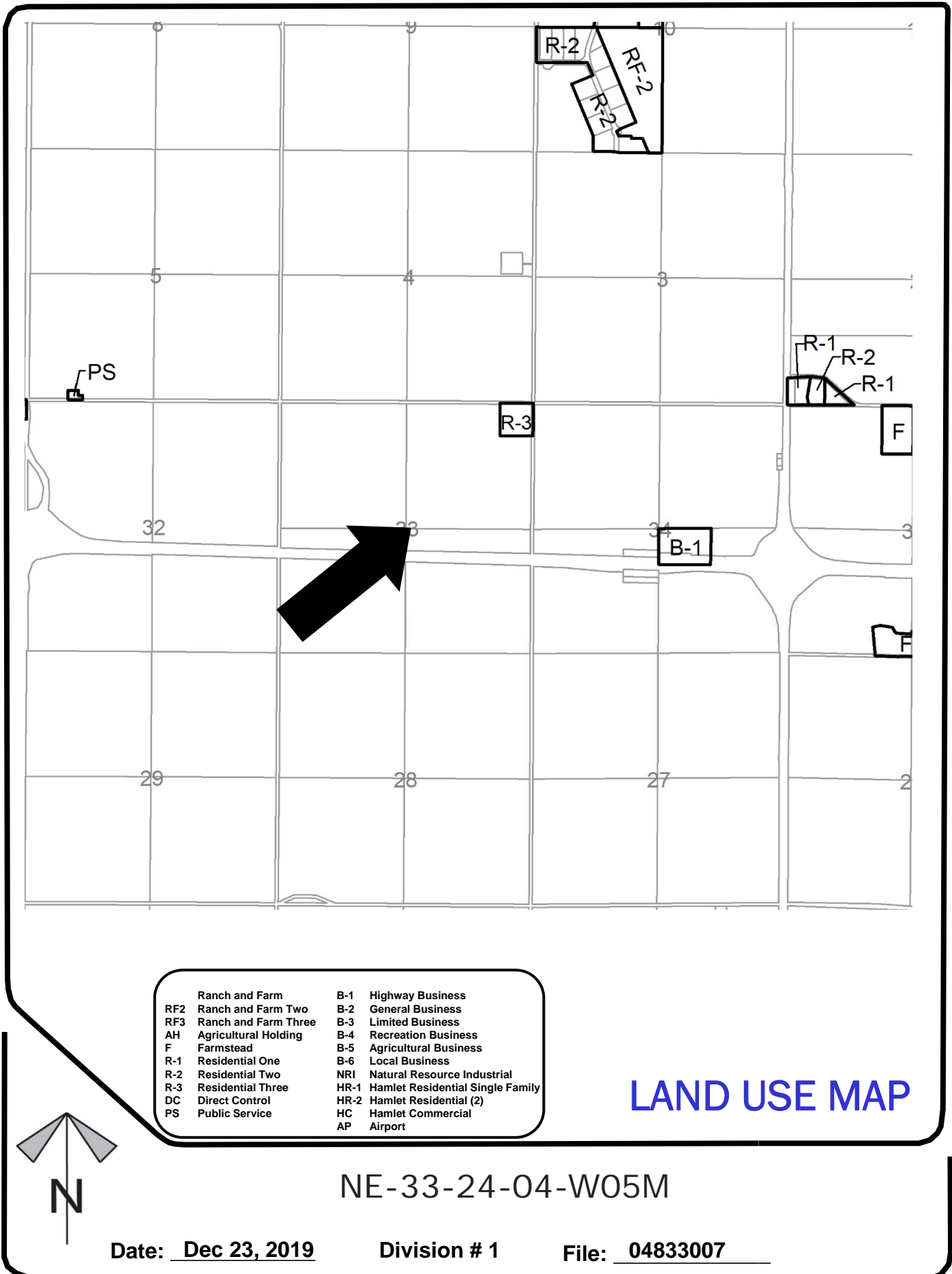


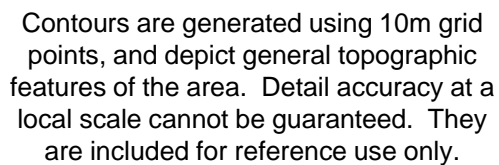
NE-33-24-04-W05M

Date: Dec 23, 2019

Division # 1

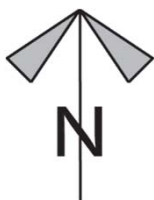
File: 04833007





TOPOGRAPHY

Contour Interval 2 M



NE-33-24-04-W05M

Date: Dec 23, 2019

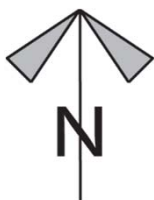
Division # 1

File: 04833007



Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

AIR PHOTO
Spring 2018



NE-33-24-04-W05M

Date: Dec 23, 2019

Division # 1

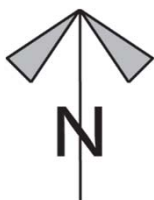
File: 04833007



Limitations refer to cereal, oilseeds and tame hay crops

CLI Class	Limitations	
1 - No significant limitation	B - brush/tree cover	N - high salinity
2 - Slight limitations	C - climate	P - excessive surface stoniness
3 - Moderate limitations	D - low permeability	R - shallowness to bedrock
4 - Severe limitations	E - erosion damage	S - high sodicity
5 - Very severe limitations	F - poor fertility	T - adverse topography
6 - Production is not feasible	G - Steep slopes	U - prior earth moving
7 - No capability	H - temperature	V - high acid content
	I - flooding	W - excessive wetness/poor drainage
	J - field size/shape	X - deep organic deposit
	K - shallow profile development	Y - slowly permeable
	M - low moisture holding, adverse texture	Z - relatively impermeable

SOIL MAP

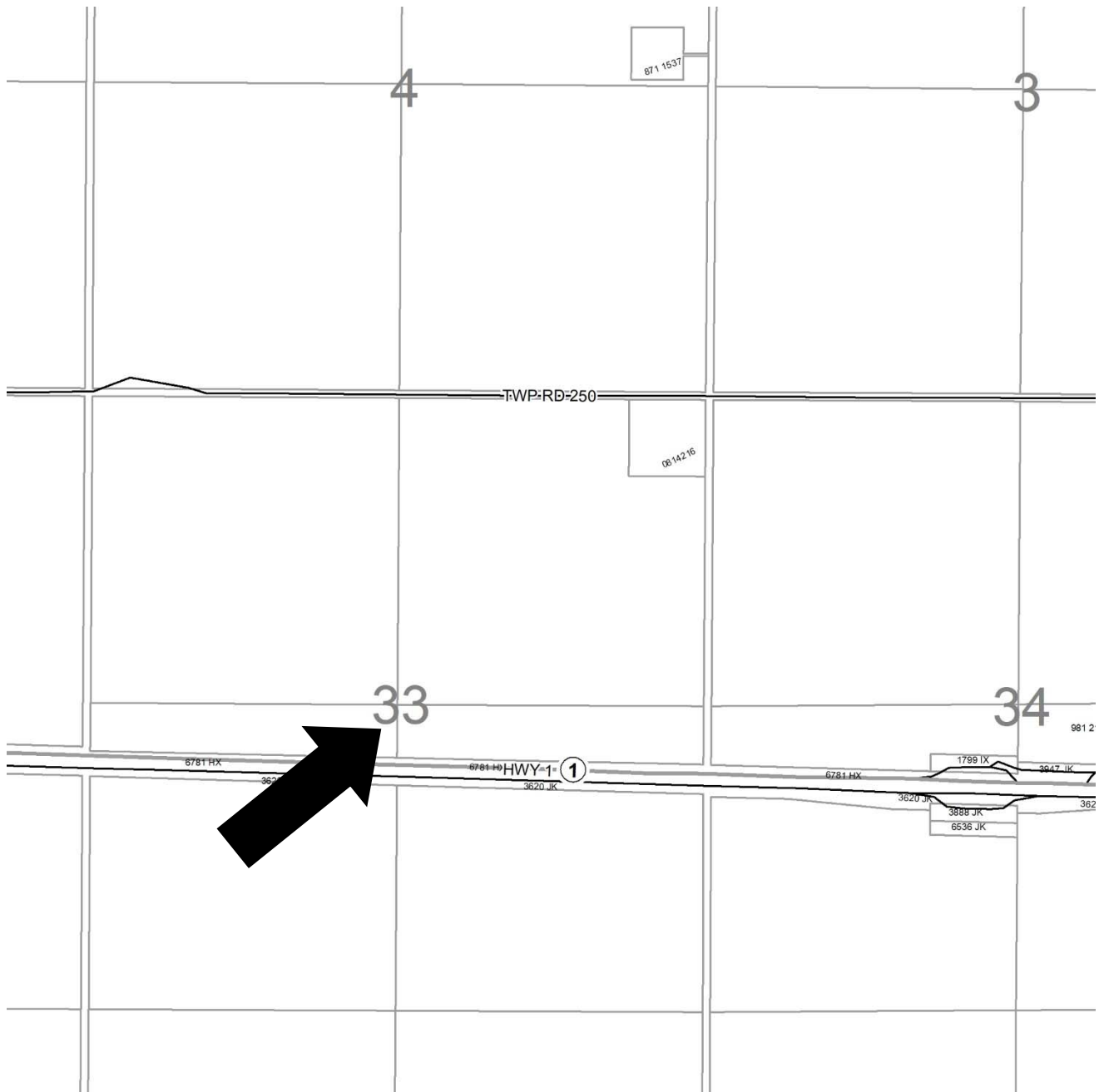


NE-33-24-04-W05M

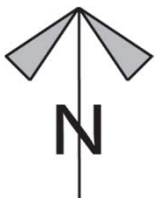
Date: Dec 23, 2019

Division # 1

File: 04833007

**Legend – Plan numbers**

- First two numbers of the Plan Number indicate the year of subdivision registration.
- Plan numbers that include letters were registered before 1973 and do not reference a year

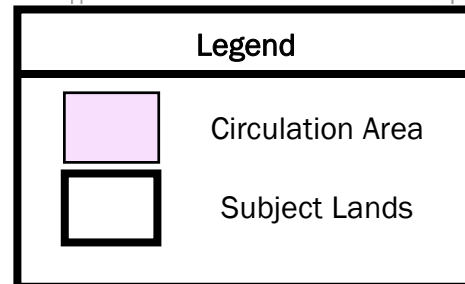
HISTORIC SUBDIVISION MAP

NE-33-24-04-W05M

Date: Dec 23, 2019

Division # 1

File: 04833007



File: 04833007