

## **SCHEDULE D   PRAIRIE GATEWAY OVERSIGHT COMMITTEE TERMS OF REFERENCE**

### **Rocky View County and The City of Calgary Prairie Gateway Oversight Committee Terms of Reference**

Approved by The City of Calgary Council on February 25, 2025

Approved by Rocky View County Council on \_\_\_\_\_, 2025

#### **1. Background and Context**

The City of Calgary ("The City") and Rocky View County ("County") have undertaken the Prairie Gateway initiative to jointly plan, service and provide infrastructure for the Prairie Gateway Area Structure Plan (the "Plan"), which is supported by a Shared Investments, Shared Services, and Shared Benefits (SI-SS-SB) framework. The Plan was approved by Rocky View County Council on February 18, 2025. These Terms of Reference will become effective upon execution of the Prairie Gateway Deal Agreement (the "Agreement") by both The City and the County.

#### **2. Purpose**

The purpose of the *Prairie Gateway Oversight Committee* (the "Committee") is to provide ongoing elected official oversight of the Agreement and Plan buildout. The Committee will receive information from, and provide guidance to, a joint intermunicipal administrative group (Prairie Gateway Intermunicipal Collaboration Team or ICT) established under the Agreement to ensure continued collaboration throughout the implementation and ongoing operation of this initiative.

The Committee will provide a regular opportunity for elected officials from the City and County to discuss coordination of planning and development, coordination of approvals, efforts to secure external funding from senior levels of government, and to administer the Agreement. This Committee may evolve over time as development within the Plan area occurs.

#### **3. Objectives**

The objectives of the Prairie Gateway Oversight Committee are to provide the following functions with respect to ongoing implementation of the Prairie Gateway Area Structure Plan and the Agreement:

- a. Maintain a positive and constructive working relationship between The City and County.
- b. Oversee the following matters:
  - a. Monitoring and guiding planning and development within the Plan area:
    - i. Receive updates on upcoming planning and development opportunities within the Plan area, and
    - ii. Provide feedback and recommendations to the ICT on implementation of the Plan, sub-plans, and other matters within the Plan area.

- b. Determining mutual recommendations for elected officials from The City and County to make to their respective administrations, committees and Councils respecting:
  - i. planning and development within the Plan area,
  - ii. monetary guidelines for the Shared Pool and Reserve Funds, as defined in the Agreement,
  - iii. uses for the Shared Pool and Reserve Funds, as contemplated in the Agreement, and
  - iv. coordination of budget-related decisions.
- c. Agreement administration;
  - i. Monitoring and reporting on timing and amount of municipal cost contributions,
  - ii. Approving adjustments to deadlines as contemplated in the Agreement,
  - iii. Reporting on the parties' Cumulative Proportional Contributions, as defined in the Agreement,
  - iv. Review the Parties' 5 year capital plans annually for alignment with Commitment Dates and the requirements of this agreement,
  - v. Monitor and reporting on tax revenue and sharing,
  - vi. Determine whether the circumstances leading the County to set utility rates for its customers lower than are required to cover the County's utility rate payments to The City under a Master Servicing Agreement justify reimbursements to the County for utility rate shortfall from Tax Revenue as required in the agreement,
  - vii. Monitoring levy repayment and cost contribution agreements,
  - viii. Monitoring service agreements and cost attribution,
  - ix. Review of the Agreement; and
  - x. Preliminary dispute resolution.
- d. Share information and knowledge on key issues respecting the Plan Area and surrounding area, which may include:
  - i. Economic development opportunities, and
  - ii. Other issues or opportunities that may arise.
- e. Represent joint municipal interests of The City and the County respecting the Plan Area and surrounding area, as determined by their respective Councils or administrations, to the Government of Alberta, Government of Canada and other similar bodies, which may include:
  - i. Regulatory challenges,
  - ii. Grant applications or other funding requests, or
  - iii. Advocacy for shared interests related to Prairie Gateway.
- f. Determining mutual recommendations for elected officials from The City and County to make to their respective committees and Councils respecting the need for and interest in a joint industry / government advisory body respecting the

development of Prairie Gateway Area Structure Plan.

#### **4. Constraints**

The *Prairie Gateway Oversight Committee* is an advisory body. It has no formal decision-making authority; however, it can provide recommendations and feedback to the Prairie Gateway Intermunicipal Collaboration Team as per the 'Objectives' section and provide recommendations to each Council. The Committee's recommendations and feedback will in no way fetter the discretion of the ultimate decision maker for any given decision or approval, whether that decision maker is a subdivision authority, development authority, or Council of the County or The City.

#### **5. Composition of the Committee**

Upon execution of the Agreement and approval of these Terms of Reference by each Party's Council, all six Elected Steering Committee members of the Prairie Economic Gateway Committee as of the date of dissolution of the Prairie Economic Gateway Committee shall continue as the Prairie Gateway Oversight Committee.

At the first organizational meeting of each municipality's council following the municipal election on October 20, 2025, each municipality shall appoint two elected officials to the Prairie Gateway Oversight Committee.

Committee members shall serve for a term of one year expiring at the next organizational meeting of their respective Councils, and may serve consecutive terms without limitation.

If there is a vacancy on the Committee at any point during a term, an elected official of the Party having the vacancy may be appointed by that Party's Council until the next organizational meeting of Council.

#### **6. Appointment of Co-Chairs**

Two co-chairs, one from each municipality, will be appointed by the *Prairie Gateway Oversight Committee*:

- a. at the first Committee meeting following the initial adoption of these Terms of Reference, and
- b. thereafter, at the first Committee meeting after each municipality holds their respective organizational meetings each year.

#### **7. Meeting Frequency**

It is anticipated that the *Prairie Gateway Oversight Committee* will meet quarterly. The County and The City can agree to schedule additional meetings as needed, or to cancel a meeting if one is not necessary.

#### **8. Meeting Protocols**

The following meeting protocols are applicable to the *Prairie Gateway Oversight Committee* meetings:

- a. *Prairie Gateway Oversight Committee* meetings are closed to the public;
- b. If the appointed member cannot attend, an alternate may be designated. A quorum is necessary to hold a meeting and requires at least one elected official from each municipality to be in attendance.
- c. Members of each municipality's administration may attend closed committee meetings.
- d. Produce meeting notes that are not public (as per Section 21 of Alberta's *Freedom of Information and Protection of Privacy Act*);
- e. At each meeting, the Committee must have an agenda item that will determine the confidentiality of matters to be discussed during the meeting. The following categories will be applied:
  - (i) Non-Confidential: participants are free to use or share the information received, but neither the identity or the affiliation of the speaker may be revealed;
  - (ii) Internal: participants are free to use or share the information received, but only with members of their organization or consultants employed by their organization
  - (iii) Confidential: all discussions, summary notes, other records or information generation for the purposes of the discussion must be kept confidential and only shared with attendees of the meeting
- f. Notwithstanding the above, Council members not at the meeting and/or members of The City and County administrations may be informed about the discussions in a closed session of Council on the condition that the information shared is, subject to municipalities' obligations under the Freedom of Information and Protection of Privacy Act (FOIP), kept confidential.
- g. Meetings may be held electronically or in person, at the co-Chairs' discretion.
- h. Agenda packages should be circulated to committee members one week prior to a meeting. An agenda package will include an agenda, meeting notes from the previous meeting, and agenda reports on all items, excluding general updates, to provide background and context on discussion items. Any confidential items on the agenda must be generically described.
- i. The host municipality will provide a member of their administration to take notes at each meeting.
- j. Chairing and hosting of meetings will be alternated between municipalities. The host municipality is responsible for coordinating the meeting, preparing the agenda, drafting the meeting notes, and the cost of the venue and food/refreshments, if meeting in person;
- k. Meeting notes should be circulated two weeks following a scheduled meeting by the host municipality in collaboration with the other municipality and shall be marked as "draft";

- l. Any suggested changes to the draft notes will be provided by Committee members at any time in advance of the next *Prairie Gateway Oversight Committee* meeting;
- m. Committee members will be required to confirm the draft meeting notes at the next meeting.
- n. Each municipality is responsible for maintaining a record of meeting agendas and notes and for ensuring that the confidentiality of same is maintained to the extent possible, subject to the municipalities' obligations under FOIP.

## **9. Guests of the Committee**

Guests may be present at the *Prairie Gateway Oversight Committee* on an issue-specific basis or by invitation, conditional upon agreement from the co-chairs. Guests will be required to adhere to the confidentiality requirements outlined in this Terms of Reference.

## **10. Committee Recommendations**

The *Prairie Gateway Oversight Committee* is considered by both municipalities to be an advisory committee. Where possible, the Committee should strive for consensus.

## **11. Administrative Support**

Each municipality will provide Administration to support the work of the *Prairie Gateway Oversight Committee*, through the ICT and other subject matter experts as appropriate. Members of Administration are not considered Committee members.

Administration will provide advisory support to the Committee including provision of background information, resources, and advice to Committee members. The Committee can make requests to the ICT for:

- a. readily available additional information, and
- b. detailed direction, projects, studies, plans, etc. (anything that requires resources not already planned/budgeted) by referring the request to respective Administrations, which will determine whether these requests can be accommodated using existing resources or whether Council direction is required.

Some of these requests may be required to go to the municipalities' respective Councils for direction and/or approval.

## **12. Committee Members Roles and Responsibilities**

The roles and responsibilities of *Prairie Gateway Oversight Committee* members include:

- a. Attending scheduled meetings;
- b. Engaging in discussions in a respectful manner;

- c. Working with other Committee members to attempt to reach consensus on items before the Committee;
- d. Representing the interests of their respective municipality and the mutual interests of both municipalities;
- e. Providing recommendations and feedback to Administration regarding Prairie Gateway Oversight Committee work, actions, and requirements;
- f. Communicating back to respective Councils on Prairie Gateway Oversight Committee discussions; and
- g. Adhering to these Terms of Reference.

### **13. Maintenance and Review of Terms of Reference**

These Terms of Reference will be reviewed and updated as required