

THIS AGREEMENT first written as of the 15 day of December, 2017.

BETWEEN:

ROCKY VIEW COUNTY

Being a municipal corporation pursuant to the *Municipal Government Act*, R.S.A. 2000 Chapter M-26

(the "County")

- and -

THE CITY OF CALGARY

Being a municipal corporation pursuant to the *Municipal Government Act*, R.S.A. 2000 Chapter M-26

(the "City")

MEDIATION SETTLEMENT AGREEMENT

WHEREAS the County Council gave third reading to County Bylaw C-7667-2017 (the Glenbow Ranch Area Structure Plan) and Bylaw C-7665-2017 (amendments to the Rocky View County Municipal Development Plan) on July 25, 2017;

AND WHEREAS the City filed an appeal with the Municipal Government Board (MGB) pursuant to Section 690 of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26 with respect to the bylaws having Municipal Government Board File Number 17/IMD-01 (the "Appeal");

AND WHEREAS, as a result of interest-based mediation carried out between the parties from December 11 to 15, 2017, the County and the City have reached an agreement with respect to amendments to the Glenbow Ranch Area Structure Plan (ASP) that will resolve the issues raised in the Appeal if approved by the MGB;

AND WHEREAS the County and the City have also reached agreement on certain inter-municipal matters that are related to the ASP and MDP but which do not require direction from the MGB;

AND WHEREAS the terms of this agreement have been ratified by both County Council and City Council on Jan. 23, 2018 and Feb 26, 2018;

NOW THEREFORE in consideration of the mutual obligations and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the County and the City hereby agree as follows:

1. MUTUAL COOPERATION

- 1.01 In reaching this agreement, the County and the City worked through an interest-based mediation to create a mutually beneficial arrangement whereby ASP Amendments were agreed to and joint planning initiatives and studies were identified; and mutual cooperation will form the basis of the ongoing relationship to address planning and development issues in the ASP area and adjacent lands within the City which have inter-municipal significance.
- 1.02 The City and the County agree to use all reasonable efforts and to fully cooperate with one another to ensure that the terms and conditions of this agreement are fulfilled including, without limitation, the ASP Amendments.
- 1.03 "Reasonable efforts" and "cooperation" referenced in Paragraph 1.02 include, but are not limited to:
 - (1) the parties' provision of all information reasonably required by the other party with respect to the ASP Amendments for submission to the MGB;
 - (2) the preparation and presentation of joint submissions to the MGB regarding the ASP Amendments in accordance with this agreement;
 - (3) any further assistance that the parties may reasonably request; and
 - (4) the proper and timely performance of all things required to give effect to this agreement.
- 1.04 The parties specifically acknowledge and agree that:
 - (1) the ASP Amendments are jointly agreed to by both the County and the City;
 - (2) the contents of this agreement reflect the results of the mediation between the parties and the approval of the respective Councils; and
 - (3) the ASP Amendments and other terms set out in this agreement shall fully resolve all matters related to the Appeal.
- 1.05 If the MGB affects, alters, amends or in any way impacts the terms of this agreement, this agreement will continue to govern; however, the parties shall, in good faith, enter into renewed negotiations with respect to the implementation of the agreement to the extent that it is impacted by order of the MGB.
- 1.06 The County and the City agree that they shall each fully support and recommend to the MGB the matters set forth in this agreement, and the County and the City

shall use reasonable efforts to convince the MGB to order the ASP Amendments without amendment or alteration.

- 1.07 The parties agree that, in their joint submissions to the MGB, they will request that the MGB give the parties prior notice if the MGB intends to alter, amend, or in any way impact the terms of this agreement in its order, and allow the parties to make submissions to the MGB on any such proposed alterations, amendments, or impacts to this agreement including, but not limited to, the submission of evidence and oral argument.
- 1.08 The County shall work with the City of Calgary, and other stakeholders as required, to evaluate the feasibility of the development of an East-West road parallel to Highway 1A between Calgary and Cochrane as a part of the review of the Bearspaw Area Structure Plan, recognizing that regional public consultation is required with the neighbouring municipalities.
- 1.09 The County shall participate in a task force with the City of Calgary, and other relevant stakeholders, to discuss opportunities to collaborate on issues of mutual interest regarding the Bearspaw Reservoir as source water for drinking water utilities.
- 1.10 Within 30 days of receiving a decision from the Province with respect to the grant application, made by the City for a Province of Alberta Community Partnership grant, for funding for the Joint Recreation Study, the City and County shall establish a working group to facilitate intermunicipal discussions with respect to recreation including:
 - (1) If the grant application is not approved, what is the availability of alternative funding for the Joint Recreation Study, and
 - (2) If grant funding or alternative funding is secured, the administration of the Joint Recreation Study process set out in Paragraph 1.11.
- 1.11 The Joint Recreation Study process is as follows:
 - (1) Within 90 days of confirming a funding source for the Joint Recreation Study, develop Terms of Reference and issue a Request for Proposal for the Joint Recreation Study (the "RFP"),
 - (2) Within 60 days of the RFP closing date, select the successful proponent for the Joint Recreation Study,
 - (3) Within 180 days of completion of the Joint Recreation Study, the City and County shall use the data provided in the Joint Recreation Study to:
 - (a) Determine impact and/or benefit of facilities for communities, regardless of jurisdiction;
 - (b) Identify appropriate intermunicipal service delivery options;

- (c) Identify mechanisms for appropriate cost sharing; and
 - (d) Evaluate the appropriateness of developing an intermunicipal recreational plan.
- (4) Within 90 days of completion of 1.11(3)(c), present recommendations to respective Councils and request direction.
- 1.12 The parties agree that the matters set out in Paragraphs 1.01 to 1.11 shall not form a part of the MGB order.
- 1.13 No later than January 1, 2019 the County and the City Administrations shall meet to discuss the progress of Paragraphs 1.01 to 1.11 and determine appropriate next steps.
- 1.14 Concurrent with the filing of the joint submission to the MGB, Calgary will formally withdraw the Municipal Development Plan appeal of Bylaw C-7665-2017. City Administration will recommend withdrawal of the MDP appeal as part of the Mediation Settlement Agreement approval via Committee and Council.
- 1.15 Parties hereby agree to have the agreement brought before their respective Councils for a decision by March 15, 2018.

2. JOINT SUBMISSIONS TO THE MGB – ASP AMENDMENTS

- 2.01 In furtherance of attaining the objectives contained within this agreement, the County and the City agree to jointly request that the MGB order the following ASP Amendments as a full and final resolution and determination of the Appeal. The balance of the amended ASP Policy sections shall be re-numbered as required to accommodate the following amendments:

Recreation, Culture, and Community

- (1) Delete policy 14.4 which currently states:

The County shall assess and consult with The City of Calgary, the Town of Cochrane, applicable provincial agencies, and other stakeholders to identify community recreation, culture, and community service needs within the Plan area through collaborative planning and agreement.

And replace with:

The County shall consult with The City of Calgary, the Town of Cochrane, applicable provincial agencies, and other stakeholders to deliver community recreation, culture, and community service needs as identified through collaborative planning, studies, and agreements. (See Action item 7 p 97).

Regional Transportation Network

- (2) Delete policy 19.3 which currently states:

The County shall collaborate with the Government of Alberta regarding regional road connections and interchange / intersection design with respect to Highway 1A.

And replace with:

The County shall collaborate with the Government of Alberta regarding regional road connections and interchange / intersection design with respect to Highway 1A. A future functional study to determine ultimate cross section and intersection/interchange requirements for Highway 1A is anticipated.

Local Transportation Network - General

- (3) Delete policy 19.16 which currently states:

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 a proposed development

And replace with:

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 a proposed development, including consideration of the two potential interchanges as per Map 9. In addition to the requirements of the County's Servicing Standards, each Traffic Impact Assessment prepared to support Local Plans in Cells G, I, and J shall include the following:

- (a) Statement of current status of regional transit planning affecting the plan area and anticipated completion dates of ongoing studies;
- (b) Evaluation of current use and impacts on existing City of Calgary Park and Ride facilities and proposed mitigating measures, to the County's satisfaction;
- (c) Estimate of potential mode share for transit based upon comparisons in City of Calgary forecast model, field measurements of other sites, and other methods as appropriate;
- (d) Funding sources and status for required upgrades; and

- (e) Evaluation of impact on Highway 1A intersections and identification of any appropriate mitigation measures.
- (4) Delete Map 9 and replace it with the map attached hereto as Schedule "A".

Stormwater Objectives

- (5) Page 82 – Objectives – remove bullet point 3 “Ensure the design of stormwater systems in TDC Build Areas G, I, and J address subsurface connections to the Bearspaw Reservoir.”

Local Stormwater Management

- (6) Add new policy after 21.10 under heading “Local Stormwater Management” renumber subsequent policies accordingly

Stormwater systems design should address subsurface connections to the Bearspaw Reservoir for TDC Build Areas G, I, and J, in accordance with the Glenbow Ranch ASP Master Drainage Plan.

Stormwater Ponds, Constructed Wetlands, and Wetlands

- (7) Policy 21.13, add the following to the end of the policy:

Delete Policy 21.13

Stormwater ponds or constructed wetlands constructed within Conservation Areas or Glenbow Ranch Provincial Park should be designed to enhance the natural environment.

And replace with:

Stormwater ponds or constructed wetlands constructed within Conservation Areas or Glenbow Ranch Provincial Park should be designed to enhance the natural environment. These ponds or wetlands must be designed in accordance with Sections 5.3 and 7.2 of the Glenbow Ranch ASP Master Drainage Plan.

Implementation Policies – Local Plan Preparation, Redesignation, Subdivision, and Development Applications

- (8) In policy 24.5, add subset a) to the following at the end of the policy:

Applications for redesignation, subdivision, development and local plans shall comply with the policies and requirements of the following master plans and servicing standards, unless otherwise directed by the policies of this Plan:

- i. Glenbow Ranch Network Study,

- ii. Glenbow Ranch ASP Servicing Strategy,
- iii. Glenbow Ranch ASP Master Drainage Plan,
- iv. Rocky View County Solid Waste Master Plan,
- v. Rocky View County Recreation Master Plan,
- vi. Rocky View County Servicing Standards.

Implementation Policies – Actions

- (9) In the Actions following policy 24.18 add the following action as action 7 and renumber the subsequent actions:

Subject to funding availability, the County will work with the City of Calgary and, where appropriate, the Town of Cochrane, to conduct a joint study to assess the regional recreation and community service needs of residents in northwest Calgary, Bearspaw, Glenbow Ranch, and surrounding area (the “Joint Recreation Study”). The intent of the Study is to identify the needs of residents, regardless of jurisdiction, and identify mechanisms for appropriate cost sharing and complimentary service provision.

- (10) In the Actions following policy 24.18 replace action 8 (which will be renumbered as action 9) with the following:

Delete Action item

Establish a working group with Alberta Environment and Parks to manage issues related to the Glenbow Ranch Provincial Park as development proceeds.

And replace with

Establish a working group with Alberta Environment and Parks to manage issues related to the Glenbow Ranch Provincial Park as development proceeds. Where agreed to by Alberta Environment and Parks, the City of Calgary will be invited to participate in working group discussions with respect to issues related to stormwater, source water protection, and public access to the reservoir.

- (11) In the Actions following policy 24.18 add the following as a new action to the list of actions:

The County will participate in a potential Sub-Regional Transit Feasibility Study for Highway 1A including partners; City of Calgary, Cochrane, and Alberta Transportation, unless the Calgary Metropolitan Region Board has already initiated this work.

The Sub Regional Transit Feasibility Study should include:

- Estimate of ridership in the plan area
- Phasing plan to introduce transit service, if appropriate
- Capital and Operating Cost of the service
- Recommendations on Park and Ride demand, phasing need, location, sizing, and transit priority treatments, if appropriate.
- Identification of regulatory requirements

3. DISPUTE RESOLUTION

- 3.01 If the parties cannot agree on the interpretation, application or operation of certain provisions of this agreement, the parties will follow the dispute resolution provisions in this agreement unless otherwise agreed to by the parties.
- 3.02 Once a disagreement has been identified by either of the parties, conciliatory discussions must commence within thirty (30) calendar days of the identification of the issue.
- 3.03 If the issue is not resolved within three (3) months of the commencement of conciliatory discussions, the issue shall proceed to mediation. Mediation will be before a single mediator agreed to by both parties, the cost of which shall be bourn equally between the parties.

4. GENERAL PROVISIONS

- 4.01 All references to legislation contained herein, including without any limitation any references to statutes, regulations or bylaws, shall include amendments thereto, and any legislation in *pari materia* therewith, and any successor legislation enacted in replacement thereof.
- 4.02 Each of the parties hereto shall at all times undertake all such further acts and execute and deliver all such further documents as shall be reasonably required to fully perform the terms and conditions of this agreement.
- 4.03 The headings and paragraph numbers contained in this agreement are for convenience and reference only and in no way define or limit the scope or intent of this agreement or any provision hereof.
- 4.04 This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and this agreement shall not be amended, modified or discharged except by an instrument in writing executed under the authority of each of the parties hereto.
- 4.05 No waiver by or on behalf of either party hereto of any breach of the covenants or conditions herein contained shall take effect or be binding upon that party unless the same be expressed in writing under the authority of that party and any waiver

so give shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other breach.

- 4.06 The Recitals and Schedule attached hereto form part of this agreement.
- 4.07 Nothing in this agreement shall be construed as fettering or restricting the lawful authority of any board, tribunal, other quasi-judicial entity, or elected municipal Council (or member thereof), in the exercise of jurisdiction vested in it by law.
- 4.08 This agreement is binding upon both the County and the City and their successors and assigns.
- 4.09 If any provision of this agreement is found to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunder affixed their respective corporate seals and signatures by duly authorized representatives, as of the date above first written.

APPROVED	
As To Content	
Neil Younger, Manager, ICS	N7
As To Form	
LAW (Solicitors) David Meeker	DEM

P&30

THE CITY OF CALGARY



JEFF FIELDING, CITY MANAGER

CITY CLERK

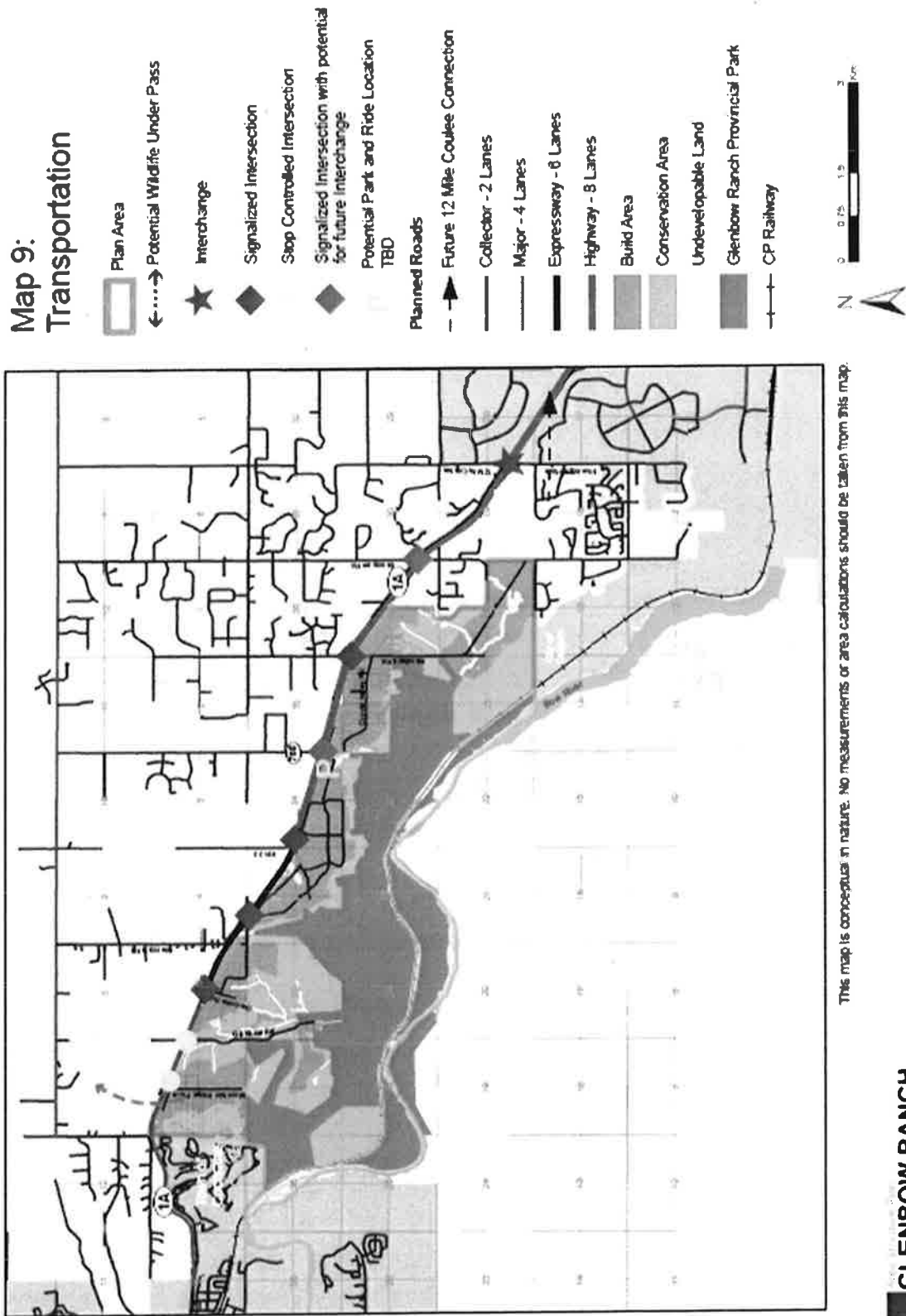
ROCKY VIEW COUNTY



ACTING COUNTY MANAGER

SCHEDULE "A"

Map 9:
Transportation



This map is conceptual in nature. No measurements or area calculations should be taken from this map.

GLENBOW RANCH