



June 17, 2016

Via Email: mgbmail@gov.ab.ca

Municipal Government Board
15th Floor, Commerce Place
10155 – 102 Street NW
Edmonton, AB T5J 4L4

Attention: Cindy Miller Reade

Dear Ms Miller Reade:

**Re: The City of Calgary v. Rocky View County – 16/IMD-002
File No. P7463-1**

Further to my letter of April 25, 2016, the City of Calgary and Rocky View County have now finalized their agreement on the issues in the above-noted appeal regarding the Conrich Area Structure Plan (the "ASP"). A copy of the signed Memorandum of Agreement ("MOA") is enclosed.

The City and the County wish to make joint submissions to the Board with respect to the MOA, and by way of this letter request that:

1. the City and the County be permitted to file written submissions respecting the MOA no later than August 1, 2016. These submissions will set out the context and rationale for the agreed upon amendments to the ASP; and
2. the City and the County's joint submissions be heard by the Board at the commencement of the merit hearing scheduled for September 12, 2016, prior to the commencement of the hearing on the merits in the related appeal between the City of Chestermere and Rocky View County (16/IMD-001). The City and the County are of the view that its beneficial to the Board and all the parties if the amendments to the ASP which have been agreed upon between the City and the County together, with any potential related impact to the City of Chestermere, are fully canvassed prior to commencement of the merit hearing in Appeal 16/IMD-001.

Yours truly,

Melissa Senek
Barrister & Solicitor
Law Department
T (403) 268-2404 | F (403) 268-4634 | Mail code #8053
12th Floor, Calgary Municipal Building, 800 Macleod Trail S.E., Calgary, AB T2G 2M3

MLS

cc: Joanne Klauer
Richard Jones
David Mercer
Neil Younger

THIS AGREEMENT first written as of the 17th day of June, 2016.

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")

MEMORANDUM OF AGREEMENT

WHEREAS the County Council gave third reading to County Bylaw No. C-7468-2015, being the Conrich Area Structure Plan (the "**ASP**") on December 8, 2015;

AND WHEREAS the City filed an appeal with the Municipal Government Board pursuant to Section 690 of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26 with respect to the ASP on January 6, 2016, having Municipal Government Board File Number 16-IMD-02 (the "**Appeal**");

AND WHEREAS the Appeal is scheduled to be heard by the Municipal Government Board commencing on September 21, 2016;

AND WHEREAS, as a result of interest-based mediation carried out between the parties from April 19 to April 22, 2016, the County and the City have reached an agreement with respect to amendments to the ASP that, if ordered by the Municipal Government Board, will resolve the issues raised in the Appeal;

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

AND WHEREAS the terms of this Agreement have been ratified by both County Council and City Council on June 14, 2016;

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. DEFINITIONS

- 1.01 "84th Street Study" means the study to be conducted jointly by the County and the City to determine the ultimate configuration of 84th Street, including future alignment, access management, and right of way requirements;
- 1.02 "Agreement" means the within Memorandum of Agreement, including the above Recitals and all Schedules attached hereto;
- 1.03 "Alberta Transportation" means the Government of Alberta's Ministry of Transportation;
- 1.04 "Appeal" means the City's appeal of the ASP, filed pursuant to Section 690 of the **Municipal Government Act**, R.S.A. 2000 Chapter M-26 on January 6, 2016 and identified by MGB File Number 16/IMD-02;
- 1.05 "ASP" means the County Bylaw C-7468-2015, Conrich Area Structure Plan, passed by County Council on December 8, 2015;
- 1.06 "ASP Amendments" means those mutually agreed upon amendments to the ASP set out in Article 3 herein;
- 1.07 "City" means The City of Calgary, a municipal corporation in the Province of Alberta, or the area within the corporate limits of The City of Calgary, as the context requires;
- 1.08 "County" means Rocky View County, a municipal corporation in the Province of Alberta, or the area within the corporate limits of Rocky View County, as the context requires;
- 1.09 "East Stoney Trail" means that portion of the provincial transportation and utility corridor known as Stoney Trail located in the City between Memorial Drive NE and Country Hills Boulevard NE, as described in Schedule "B" attached hereto;
- 1.10 "East Stoney Trail Transportation Infrastructure" means infrastructure located in the City associated with or related to East Stoney Trail, as generally shown in Schedule "B" attached hereto;
- 1.11 "East Stoney Trail Infrastructure Analysis" means that analysis to be conducted jointly by the City and the County to identify transportation infrastructure needs, develop recommendations for transportation priorities and County cost contribution based upon impact and/or benefit related to the

development of the ASP area, all as related to the East Stoney Trail Transportation Infrastructure, the terms of reference for which are attached hereto as Schedule "C" attached hereto;

- 1.12 "IDP" means City bylaw 14P2011 and County bylaw C-7078-2011, the Rocky View/Calgary Intermunicipal Development Plan, as amended or replaced;
- 1.13 "MGB" means the Municipal Government Board of the Province of Alberta established under the ***Municipal Government Act***, and includes any panel of the Board; and
- 1.14 "***Municipal Government Act***" means the ***Municipal Government Act***, R.S.A. 2000, Chapter M-26, as amended from time to time, and all regulations thereunder.

2. MUTUAL COOPERATION

- 2.01 In reaching this Agreement, the County and the City worked through an interest-based mediation to create a mutually beneficial arrangement whereby the 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.
- 2.02 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.
- 2.03 "Reasonable efforts" and "cooperation" referenced in Paragraph 2.02 shall include, but shall not be 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.
- 2.04 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.
- 2.05 The parties specifically acknowledge and agree that in the event 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.
- 2.06 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.
- 2.07 The parties agree that, in their joint submissions to the MGB, they will request that the MGB:
- (a) 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
 - (b) 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.
- 2.08 The County and the City agree that they shall continue to negotiate in good faith to expeditiously finalize the following agreements or arrangements:
- (1) the development and execution by both parties of a memorandum of agreement on or before December 31, 2016 to facilitate the East Stoney Trail Infrastructure Analysis;
 - (2) execution of a joint letter to Alberta Transportation regarding funding for the East Stoney Trail Transportation Infrastructure within three (3) months of completion of the East Stoney Trail Infrastructure Analysis;
 - (3) the development and execution by both parties of a terms of reference for the 84th Street Study on or before December 31, 2016; and
 - (4) the development and execution by both municipalities of a terms of reference for a review of the IDP, in particular to determine appropriate land use, interface policies, and servicing strategies for the residual lands within the City that border the ASP area, on or before December 31, 2016 or such other date as the parties may agree to.
- 2.09 The parties agree that the matters set out in Paragraph 2.08 shall not form a part of the MGB order.

3. JOINT SUBMISSIONS TO THE MGB

3.01 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. For further clarity, the proposed ASP Amendments are organized by issue in the Appeal, and all Policy numbers herein refer to the Policy in the ASP, as passed, unless the context requires otherwise. The balance of the amended ASP Policy Sections shall be re-numbered as required to accommodate the following amendments:

Key Focus Areas

- (1) replace Map 6 with the new Map 6 attached hereto as Schedule "A";
- (2) in Policy 15:
 - (a) delete the title "Gateways: Intermunicipal and County", and replace with "Gateways and Highway 1 East Corridor Focus Area";
 - (b) delete the introduction and replace with the following:

"Gateways are important entrances, along major roads, entering and exiting a municipality and a community. They represent a 'community's welcome' and it is important that they are visually attractive and well maintained. Highway 1 forms a gateway between Rocky View County, the City of Calgary, and the City of Chestermere. The Rocky View/Calgary Intermunicipal Development Plan (IDP) identifies the Highway 1 East Corridor, as shown on Map 6, as a Key Focus Area. The objective of the IDP Key Focus Area is to achieve a greater degree of intermunicipal collaboration and involvement in the identified area, particularly with respect to gateways, planning, and transportation.";
 - (c) add a third bullet to the "Objectives" section, as follows: "Ensure Highway 1 East Corridor Key Focus Area development is consistent with the IDP Key Focus Area Policies.";
- (3) delete Policies 15.1 through 15.6 and replace with the following:
 - "15.1 Highway Business and industrial lands adjacent to Highway 1 and Township Road 250 (McKnight Boulevard), as shown on Map 6: Non-residential / Residential Interface, shall be subject to the gateway policies of this Plan.
 - 15.2 Consideration shall be given to a high quality visual appearance when determining appropriate land use, siting,

building design, and landscaping.

- 15.3 *Local plan* design guidelines for gateways should consider such factors as; sight lines, noise attenuation, setbacks, natural land features, innovative building design, and high quality landscaping and signage.
- 15.4 Gateways and lands within the Highway 1 East Corridor Key Focus Area should be developed in accordance with the County's Commercial, Office, and Industrial Design Guidelines.
- 15.5 Planning and development within the Highway 1 East Key Focus Area shall be subject to the policies of the IDP as well as the policies of this Plan.
- 15.6 Rocky View County will collaborate with Alberta Transportation, the City of Calgary, and the City of Chestermere to identify opportunities to create an attractive gateway along Highway 1."

Transportation

- (4) add a new Map 8a as attached in Schedule "B" hereto;
- (5) delete the introduction to Policy 22 and replace with the following:

"The transportation network must develop in a manner that is safe, functional, and efficient. The network should minimize impacts on major wetlands and natural features, integrate development within the Conrich area, and provide regional opportunities for walking, cycling, and public transportation. Map 8: Transportation Network and Map 8a: East Stoney Trail Transportation Infrastructure show the provincial, regional, and some local transportation networks in the Conrich area, provides information on road classifications, special study areas, railway crossings, and highway interchanges and fly-overs.";
- (6) delete the text of Policy 22.3 and replace with the following text:

"The regional transportation system should be developed in general accordance with Map 8: Transportation Network and Map 8a: East Stoney Trail Transportation Infrastructure. The classifications of the grid road network may be refined through further transportation analysis and / or at the *local plan* stage.";
- (7) add a new preamble and policies after Policy 22.12 as follows:

"East Stoney Trail Transportation Infrastructure

The County and the City of Calgary recognize that further

transportation planning analysis is required with respect to East Stoney Trail and its related transportation infrastructure and the impact and/or benefit related to the development of the Conrich Area Structure Plan area.

22.13 The County shall collaborate with the City of Calgary and the Province regarding regional road connections and interchange designs with respect to Stoney Trail and related transportation infrastructure as shown on Map 8a.

22.14 The County shall work collaboratively with the City of Calgary to identify transportation infrastructure needs along East Stoney Trail as identified in Map 8a and develop recommendations for transportation priorities and County cost contribution based upon impact and/or benefit related to the development of the Conrich Area Structure Plan area.

22.15 Impacts on East Stoney Trail transportation infrastructure resulting from development within the Conrich Area Structure Plan area shall be evaluated in accordance with the policies of this Plan and Policy 13 of the Rocky View County/City of Calgary Intermunicipal Development Plan.”

(8) add new Policy 28.8 after existing Policy 28.6 as follows:

“Planning and Development applications within the entire Conrich Area Structure Plan area shall be circulated to the City of Calgary for transportation review and comment in accordance with the circulation and response timelines as per the Rocky View County/Calgary Intermunicipal Development Plan.”;

(9) add an Action Item after Action Item 8 in Section 27 that states "Work with the City of Calgary to prepare the East Stoney Trail and Related Infrastructure Analysis as per Policy 22.14.”;

Residual Lands

(10) Replace Map 12 with the map attached hereto as Schedule "D";

(11) delete the text of Policy 22.25 and replace with the following text:

"Access management and road design requirements for 84th Street shall be in accordance with the City of Calgary requirements. Rocky View County shall collaborate with the City of Calgary to develop a joint study for 84th Street in accordance with Action Item 2 [See: Section 27 Implementation].”;

(12) delete the text of Policy 27.6 and replace with the following text:

"Map 12: *Local Plans* identifies five local plan boundaries that are required based on (i) the existence of major transportation network components, including Highway 1 and the CN rail line (Highway 1), (ii) unique planning conditions associated with the proximity to the CN Rail yards (Township Road 250), and (iii) unique planning conditions associated with location along 84th street, adjacent to residual lands within the City of Calgary, as identified in the Rocky View/Calgary Intermunicipal Development Plan. All other 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.";

- (13) add a new Policy 28.6 as follows:

"The County shall implement the policies of this Plan that apply to the interface areas adjacent to the Residual Long-Term Growth Areas along 84th Street, as identified in the Rocky View / Calgary Intermunicipal Development Plan (Actions 2 and 9) [See: Section 27 Implementation]."; and

- (14) add new Action Item 2 in Section 27 as follows:

"Develop a Terms of Reference, with the City of Calgary, to direct a joint study to determine the ultimate configuration of 84th Street, including future alignment, access management and right of way requirements (84th Street Study).";

- (15) add new Action Item 9 in Section 27 as follows:

"The County shall work with the City of Calgary to amend the Rocky View/Calgary Intermunicipal Development Plan to determine appropriate land use, interface polices, and servicing strategies for the residual lands within Calgary that border the Conrich Area Structure Plan.";

- (16) add a new Policy 28.10 as follows:

"Rocky View County, in collaboration with the City of Calgary, shall ensure that *local plans* and applications for redesignation and subdivision of lands along 84th Street, as shown on Map 12, address:

- a) Access management and right of way requirements along 84th Street (Action Item 2 in Section 27);
- b) Consideration of adjacent lands within the City of Calgary as identified in the IDP;
- c) If the Terms of Reference for the 84th Street Study has been completed (Action Item 2 in Section 27) but the 84th Street

Study has not yet been completed by the City and the County prior to the preparation of the *local plan*, then the 84th Street Study must be prepared by the development proponent in conjunction with the local plan in accordance with the Terms of Reference; and

- d) Other appropriate policies of this Plan.”;

Storm Water

- (17) amend Policy 24.1 by adding the words "and reaching agreements where municipal infrastructure in another municipality is intended to be used for stormwater resulting from new development within the County" after the word "management";
- (18) amend Policy 24.2 by adding the words "and the Western Headworks Stormwater Management Agreement (2013)" after the words "Conrich Master Drainage Plan";
- (19) amend Policy 27.17 by adding the sentence "If Phase 1 lands proceed to development, an irrigation or evaporation system under zero discharge conditions shall be constructed as referenced in Policies 24.11 – 24.14, until such time as a regional solution has been chosen and mechanisms to implement the construction of the system have been identified" after the existing sentence; and

Housekeeping

- (20) renumber all Policies of the ASP accordingly.

4. GENERAL PROVISIONS

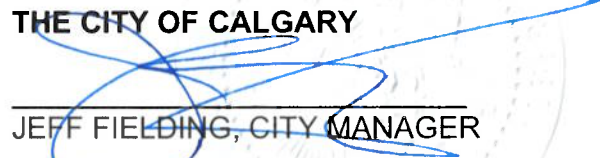
- 4.01 All references to legislation contained herein, including without any limitation any references to statutes, regulations or bylaws, shall include amendments thereto, and any legislation in *pari materia* therewith, and any successor legislation enacted in replacement thereof.
- 4.02 Each of the 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 the 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 Schedules 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.

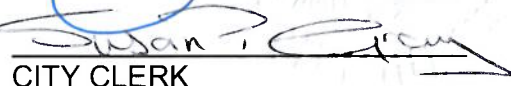
IN WITNESS WHEREOF the parties hereto have hereunder affixed their respective corporate seals and signatures by duly authorized representatives, as of the date above first written.

APPROVED	
As To Content	
As To Form	
LAW (Solicitors)	
Melissa Senek	rb

THE CITY OF CALGARY



 JEFF FIELDING, CITY MANAGER



 SUSAN GREEN
 CITY CLERK

ROCKY VIEW COUNTY



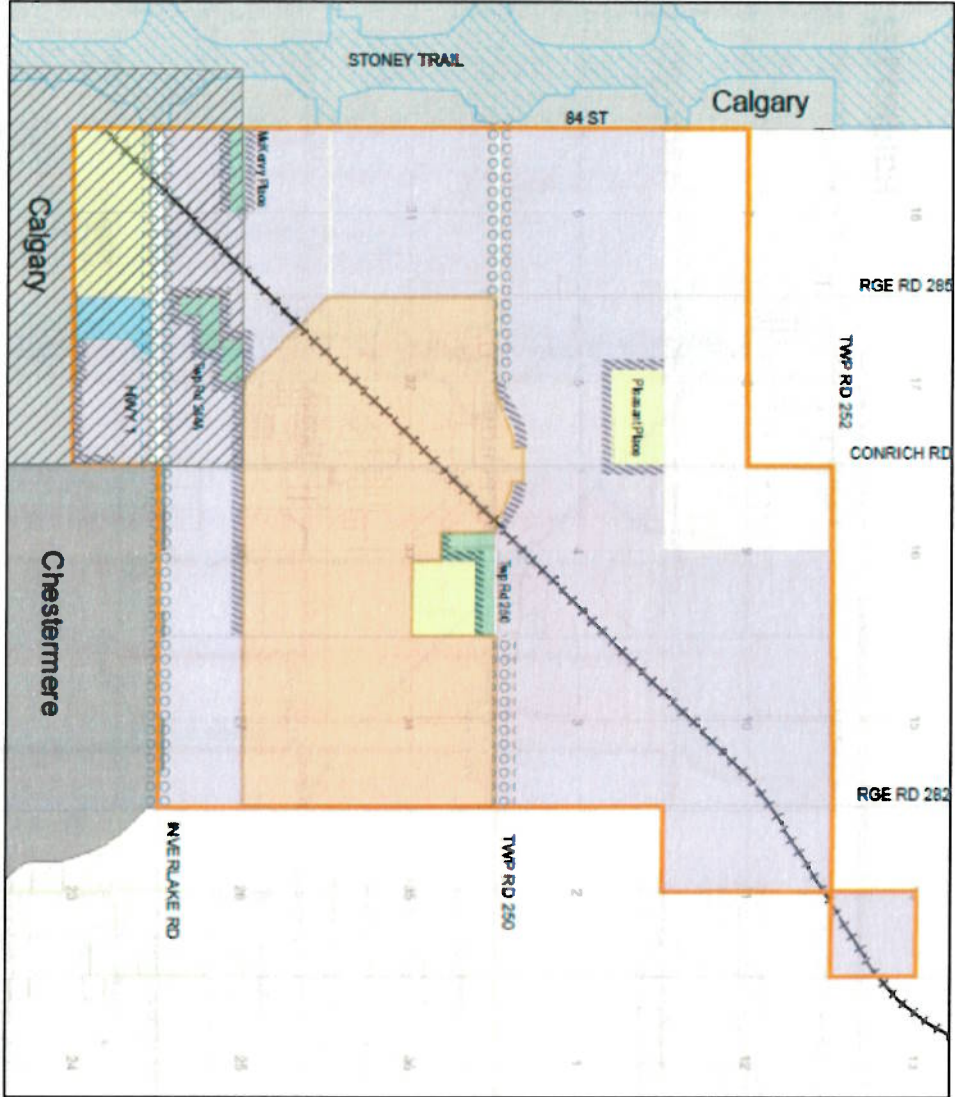
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 LEGISLATIVE SERVICES MANAGER

SCHEDULE "A"

MAP 6



CONRICH

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

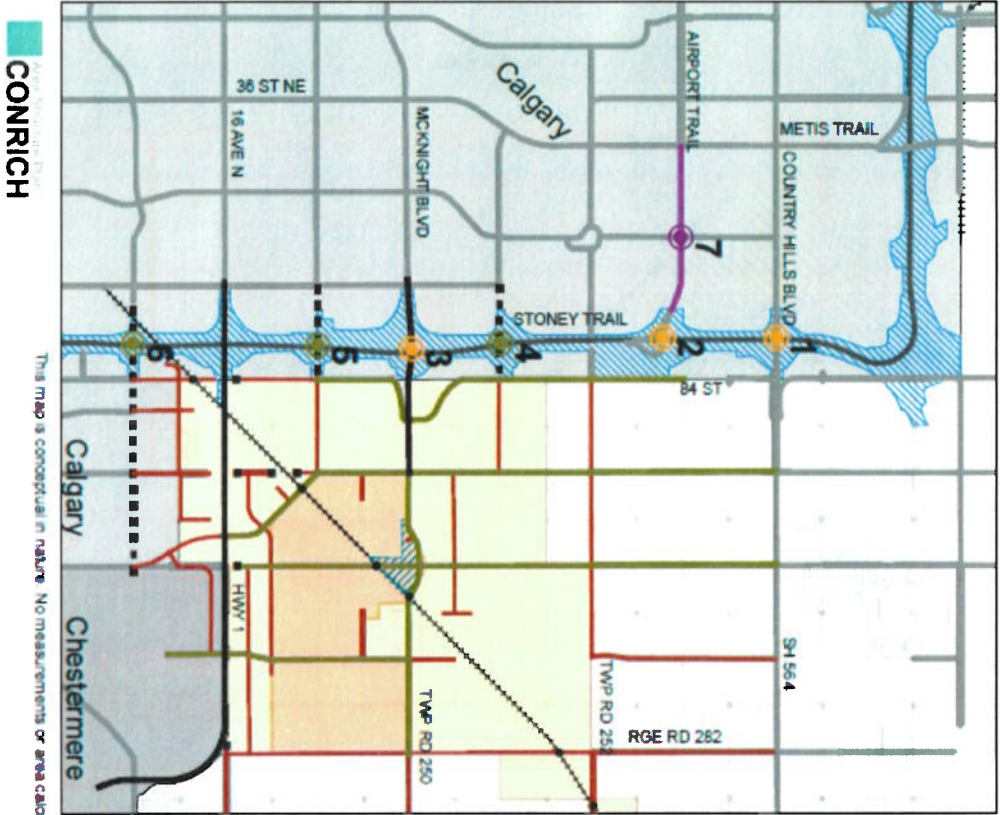
**Map 6:
Non-Residential/
Residential
Interface**

- ASP Boundary
- Future Policy Area
- Residential
- Institutional
- Business
- Transition
- Non-Residential/
Residential Interface
- Gateways
- Transportation and Utility
Corridor
- Key Focus Area
(RVC/Calgary
Intermunicipal
Development Plan)
- CN Railway



SCHEDULE "B"

MAP 8a



**Map 8A:
East Stoney Trail Transportation
Infrastructure**

- ASP Area
 - Future Policy Area
 - Transportation and Utility Corridor
 - At Grade Railroad Crossing
 - Stoney Trail Fyovers:
 - 1) Country Hills Blvd
 - 2) Airport Trail
 - 3) McKnight Blvd
 - 4) 84th Avenue
 - 5) 32nd Avenue
 - 6) Memorial Drive
 - Construct link and interchange 7) Airport Trail between Stoney Trail and Metis Trail
 - Expressway-6 Lanes
 - Major-4 Lanes
 - Collector-2 Lanes
 - Classification to be determined
 - CN Railway
- National Roads Network used for the Non-Rocky View segments
- Location of serving infrastructures and improvements subject to changes and reviews based on final land use scenario for the 'Future Policy Area'
- 0 0.5 1 2 3 4 5
km

CONRICH

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



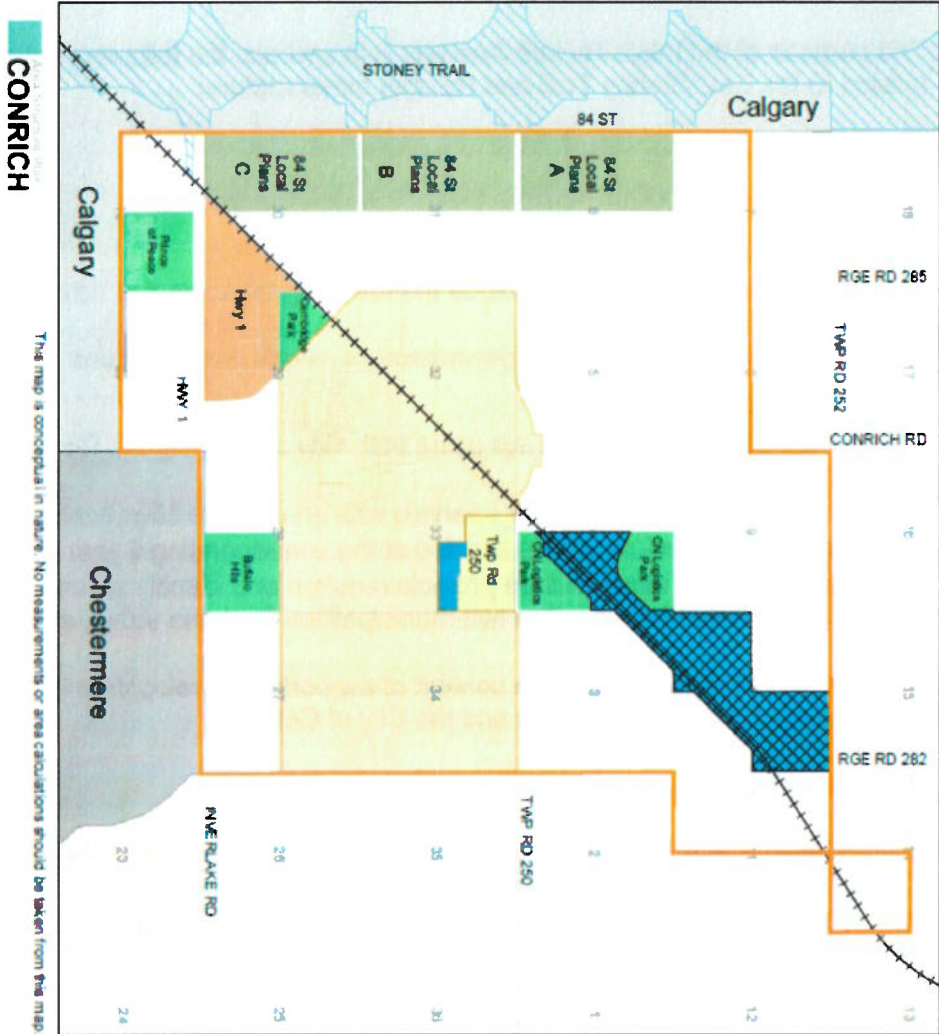
SCHEDULE "C"

EAST STONEY TRAIL AND RELATED TRANSPORTATION INFRASTRUCTURE ANALYSIS TERMS OF REFERENCE

1. The purpose of the Infrastructure Analysis is to address the following issues related to the East Stoney Trail and Related Infrastructure:
 - Risks
 - Clarity
 - Fairness
2. The Infrastructure Analysis will include the following rationale and action items:
 - a) *Evaluate East Stoney Trail Infrastructure needs and priorities*
 - Conduct the Infrastructure Analysis using both City of Calgary and County transportation models.
 - Evaluate multiple horizons (5 year intervals with an ultimate 30 yr horizon).
 - Predict what infrastructure will be needed at the corresponding 5 year intervals.
 - Inventory and define infrastructure projects required and identify areas which must be coordinated between the two municipalities (ie. Lane sizing, alignment, etc).
 - Prioritize infrastructure projects in context of supporting development in both the Conrich Area Structure Plan area and the City of Calgary.
 - b) *Deliverables*
 - Develop joint recommendations on infrastructure needs for 5 year intervals throughout the anticipated cumulative 30 year development period in the Conrich Area Structure Plan and identify fair contribution based upon needs/benefits for each jurisdiction for each of the 5 year intervals.
 - Update the Infrastructure Analysis every 5 years, or such other time frame as may be mutually agreed to in writing by the parties, to account for development within the County and the City of Calgary.
 - The County and the City of Calgary agree to allocate sufficient staffing resources to have the Infrastructure Analysis and future updates completed in a timely fashion.
 - The County and the City of Calgary agree to allocate sufficient staff resources to develop an appropriate funding structure that aligns with anticipated development within both the County and the City of Calgary to support prioritized infrastructure projects as identified in the Infrastructure Analysis corresponding to the Infrastructure Analysis 5 year intervals.

SCHEDULE "D"

MAP 12



CONRICH

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

**Map 12:
Local Plans**

- ASP Boundary
- Future Policy Area
- Federal Jurisdiction
- Existing Local Plans
- Local Plans not required
- Predetermined Local Plan Boundary
- Hwy 1
- Twp Rd 250
- 84 St Local Plans
- CN Railway

