



## COUNCIL MEETING AGENDA

Date: Tuesday, September 1, 2020  
Time: 9:00 AM  
Location: Council Chambers  
262075 Rocky View Point  
Rocky View County, AB T4A 0X2

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### Pages

**A. CALL MEETING TO ORDER**

**B. UPDATES/APPROVAL OF AGENDA**

**C. APPROVAL OF MINUTES**

1. July 28, 2020 Council Meeting Minutes

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**D. FINANCIAL REPORTS**

**E. PUBLIC HEARINGS / APPOINTMENTS**

The following public hearings were advertised on August 4, 2020 and August 11, 2020 on the Rocky View County website in accordance with the *Municipal Government Act* and *Public Notification Bylaw C-7860-2019*.

**MORNING PUBLIC HEARINGS / APPOINTMENTS 9:00 AM**

1. Division 5 - Bylaw C-8039-2020 - Redesignation Item - Direct Control Bylaw Site Specific Amendments

24

File: PL20180106 (04319010/9048/9071/9090/9091/9137/9112/9199)

Note: this item is related to item F-1

2. Division 1 - Bylaw C-8061-2020 - Redesignation Item - Agricultural, General District to Agricultural, Small Parcel District

65

File: PL20200064 (03927001)

**AFTERNOON PUBLIC HEARINGS / APPOINTMENTS 1:00 PM**

3. Division 2 - Bylaw C-8036-2020 - Conceptual Scheme Item - Residential

101

File: PL20200004 (04723003/198)

Note: this item is related to item E-4

4. Division 2 - Bylaw C-8035-2020 - Redesignation Item - Residential Redesignation

199

File: PL20200003 (04723003/198)

Note: this item is related to item E-3

5. **Division 1 - Bylaw C-8072-2020 - Road Closure Item - Bragg Creek** 225

File: PL20200054 (03912012/2036/3043/3044/3045/3075/3076/3001)

**F. GENERAL BUSINESS**

1. **Division 5 - General Item - Amendment to the existing Prince of Peace Master Site Development Plan** 270

File: PL20200026 (04319004/9009/9202)

Note: this item is related to item E-1

2. **Division 6 - Development Permit Application: Solar Farm** 343

File: PRDP20200545 (08103010)

3. **All Divisions - 2020 Tax Recovery Sale Properties - Reserve Bids & Tax Sale Conditions** 363

File: 2020-250

4. **All Divisions - Municipal Stimulus Program** 366

File: N/A

5. **Division 4 - Budget Adjustment - Langdon Off Leash Dog Park** 370

File: N/A

6. **Division 7 - Consideration of Motion – Amendments to the Balzac East Area Structure Plan** 378

File: N/A

Note: This Notice of Motion was read into the record on July 28, 2020 to be debated September 1, 2020

**G. BYLAWS**

1. **All Divisions - Appointments to the Assessment Review Board and Bylaw Amendments** 380

File: N/A

2. **Division 2 - Bylaw C-8015-2020 - Calalta Waterworks Ltd. Water Services Bylaw and Franchise Agreement** 385

File: 5050-450

3. **Division 9 - Bylaw C-8073-2020 - First Reading Bylaw - Special - Natural Resources Redesignation** 525

File: PL20200066 (06818002, 06818003, 06818004, 06913001, 06913003, 06914001, 06914002, 06915001)

4. **Division 9 - Bylaw C-8075-2020 - First Reading Bylaw - Residential Redesignation** 537

File: PL20200089 (06826039)



5.	<b>Division 2 - Bylaw C-8079-2020 - First Reading Bylaw - Direct Control Bylaw Site-Specific Amendments</b>	549
	File: PL20200078 (05707130/ 31 / 32 / 33 / 34 / 35 / 36 / 37 /38 / 39 / 40 / 41 / 42 / 43 / 44 / 45 / 46 / 47 / 48 / 49 / 50 / 51 / 52 / 53 / 54 / 55 / 56 / 57 / 58 / 59 / 60 / 61 / 62 / 63 / 64 / 65 / 66 / 67)	
6.	<b>Division 2 - Bylaw C-8080-2020 - First Reading Bylaw - Direct Control Bylaw Site-Specific Amendments</b>	561
	File: PL20200079 (05707001/7002)	
7.	<b>Division 7 - Bylaw C-8081-2020 - First Reading Bylaw - Institutional Redesignation</b>	575
	File: PL20190177 (06507009)	
H.	<b>UNFINISHED BUSINESS</b>	
I.	<b>COUNCILLOR REPORTS</b>	
J.	<b>MANAGEMENT REPORTS</b>	
1.	<b>2020 Council Priorities and Significant Issues List</b>	587
K.	<b>NOTICES OF MOTION</b>	
1.	<b>Division 1 - Councillor Kamachi and Reeve Boehlke – Pedestrian Bridge Addition to Proposed Road Bridge Replacement in West Bragg Creek</b>	592
	File: N/A	
L.	<b>PUBLIC PRESENTATIONS</b>	
M.	<b>CLOSED SESSION</b>	
1.	<b>Legal Matter – Subdivision Application PL20190089</b>	
	<b>RVC2020-29</b>	
	<b>THAT Council move into closed session to consider the confidential item “Legal Matter – Subdivision Application PL20190089” pursuant to the following sections of the <i>Freedom of Information and Protection of Privacy Act</i>:</b>	
	Section 23 – Local public body confidences	
	Section 24 – Advice from officials	
	Section 27 – Privileged information	
2.	<b>Horse Creek Water &amp; Sewer Update</b>	
	<b>RVC2020-30</b>	
	<b>THAT Council move into closed session to consider the confidential item “Horse Creek Water &amp; Sewer Update” pursuant to the following sections of the <i>Freedom of Information and Protection of Privacy Act</i>:</b>	
	Section 24 – Advice from officials	
	Section 25 – Disclosure harmful to economic and other interests of a public body	

**3. Legal Matter – Opinion re: Public Hearings**

**RVC2020-31**

**THAT Council move into closed session to consider the confidential item “Legal Matter – Opinion re: Public Hearings” pursuant to the following sections of the *Freedom of Information and Protection of Privacy Act*:**

Section 24 – Advice from officials

Section 27 – Privileged information

**N. ADJOURN THE MEETING**

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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 July 28, 2020 commencing at 9:00 a.m.

Present:	Division 6	Reeve G. Boehlke
	Division 4	Deputy Reeve A. Schule
	Division 1	Councillor M. Kamachi (participated electronically and left the meeting at 4:13 p.m)
	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 (participated electronically and left the meeting at 5:42 p.m)

Also Present:

- 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
- D. Hafichuk, A/Executive Director, Operations
- C. Satink, Municipal Clerk, Municipal Clerk's Office
- A. Zaluski, Manager, Intergovernmental Relations
- G. Nijjar, Manager, Recreation, Parks and Community Support
- L. Wesley-Riley, Manager, Enforcement Services
- T. Andreasen, Deputy Municipal Clerk, Municipal Clerk's Office
- S. MacLean, Planning and Development Supervisor, Planning and Development Services
- D. Kazmierczak, Planning Policy Supervisor, Planning and Development Services
- J. Anderson, Senior Planner, Planning and Development Services
- O. Newmen, Planner, Planning and Development Services
- A. Panaguiton, Planner, Planning and Development Services
- X. Deng, Planner, Planning and Development Services
- A. Bryden, Planner, Planning and Development Services
- R. Ell, FCSS Coordinator, Recreation, Parks and Community Support
- S. Hope, Policy Coordinator, Municipal Clerk's Office
- S. Khouri, Development Officer, Planning and Development Services
- S. Seroya, Strategy and Customer Service Analyst, Utility Services

**Call to Order**

The Chair called the meeting to order at 9:00 a.m. with all members present and with Councillor Kamachi and Councillor Kissel participating electronically by video conference.

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**2020-07-28-01**

**Updates/Acceptance of Agenda**

MOVED by Deputy Reeve Schule that the July 28, 2020 Council meeting agenda be amended as follows:

- Remove item C-2 - Canna Park Conceptual Scheme
- Add emergent item D-12 – Spray Lake Sawmills Recreation Park Society funding request from Recreational Governance Committee meeting
- Add emergent item D-13 – Springbank Park For All Seasons Agricultural Society (SPFAS) funding request from Recreational Governance Committee meeting
- Add emergent item D-14 – RVC2020-28 – *Kissel et al v Rocky View County - 2020 ABQB 406*

Carried

MOVED by Deputy Reeve Schule that the July 28, 2020 Council meeting agenda be approved as amended.

Carried

**2020-07-28-02**

**Approval of Minutes**

MOVED by Deputy Reeve Schule that the July 14, 2020 Council meeting minutes be approved as presented.

Carried

MOVED by Councillor McKylor that the July 21, 2020 Special Council meeting minutes be approved as presented.

Carried

**2020-07-28-10 (D-1)**

**All Divisions – Request for Council Direction – Specialized Municipality Status**

**File: N/A**

MOVED by Deputy Reeve Schule that Administration be directed to proceed with the application for Specialized Municipality status to the Minister of Municipal Affairs.

Carried

MOVED by Deputy Reeve Schule that Administration be directed to include the following areas in the application as urban service areas: Balzac East, Conrich (business and hamlet area), Janet, Springbank Airport, Langdon, Harmony, and Bragg Creek.

Carried

**2020-07-28-11 (D-2)**

**All Divisions – Additional Named Insured Request**

**File: N/A**

MOVED by Councillor McKylor that the request from Springbank Trails and Pathways Association to access the County's Additional Named Insured program be approved.

Carried

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**2020-07-28-14 (D-5)**

**All Divisions – Local Improvement Tax Petitions for Water System Upgrades – Prince of Peace – Harbour, Manor, and School**

**File: 0194**

MOVED by Councillor Gautreau that the Local Improvement Tax report be received for information.

Carried

**2020-07-28-15 (D-6)**

**All Divisions – Local Improvement Tax Petition for Water System Upgrades – Prince of Peace - Village**

**File: 0194**

Councillor Kamachi left the meeting at 9:33 a.m. and returned to the meeting at 9:34 a.m.

MOVED by Councillor Gautreau that the Local Improvement Tax report be received for information.

Carried

MOVED by Councillor Gautreau that Administration be directed to prepare a Local Improvement Plan and corresponding borrowing bylaw for the water system in the Prince of Peace subdivision for Council's consideration.

Carried

**2020-07-28-12 (D-3)**

**Division 4 – Budget Adjustment – Langdon Off Leash Dog Park**

**File: 3330**

**TABLING MOTION:**

MOVED by Deputy Reeve Schule that this item be tabled until the first meeting of September.

Carried

**2020-07-28-35 (D-12)**

**All Divisions – Emergent Business Item – Spray Lake Sawmills Recreation Park Society Funding Request from Recreational Governance Committee Meeting**

**File: N/A**

MOVED by Councillor McKylor that the additional operational funding request for the Spray Lake Sawmills Recreation Park Society to help subsidize the operating losses incurred in fiscal 2019 at the Spray Lake Sawmills Family Sports Centre in the amount of \$60,000 be approved from the 2020 Recreational Tax Levy.

Carried

**2020-07-28-36 (D-13)**

**All Divisions – Emergent Business Item – Springbank Park For All Seasons Agricultural Society (SPFAS) Funding Request from Recreational Governance Committee Meeting**

**File: N/A**

**TABLING MOTION:**

MOVED by Councillor McKylor that item D-13 be tabled until later in the day as appropriate.

Carried

The Chair called for a recess at 10:00 a.m. and called the meeting back to order at 10:09 a.m. with all previously mentioned members present, with the exception of Councillor Kamachi.

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**2020-07-28-03 (C-1)**

**Division 8 – Bylaw C-8037-2020 – Redesignation Item – Agricultural Holdings District to Residential Two District**

**File: PL20200010 (05724053)**

MOVED by Councillor Wright that the public hearing for item C-1 be opened at 10:10 a.m.

Carried  
Absent: Councillor Kamachi

Councillor Kamachi returned to the meeting at 10:10 a.m.

Person(s) who presented: Larry Tronnes, Tronnes Geomatics Inc (Applicant)

Person(s) who spoke in favour: Brad Mason, on behalf of the Rocky View Water Coop Ltd.  
Gerry Neustaedter

Councillor Kamachi left the meeting at 10:24 a.m. and returned to the meeting at 10:32 a.m.

Person(s) who spoke in favour: Hans Hirschmanner

Councillor Kamachi left the meeting at 10:36 a.m. and returned to the meeting at 10:37 a.m.

Person(s) who spoke in opposition: None

The Chair called for a recess at 10:46 a.m. and called the meeting back to order at 10:50 a.m. with all previously mentioned members present, with the exception of Deputy Reeve Schule, Councillor Kamachi, and Councillor Kissel.

Deputy Reeve Schule returned to the meeting at 10:51 a.m. and Councillor Kissel returned to the meeting at 10:52 a.m.

Person(s) who spoke in rebuttal: None

MOVED by Councillor Wright that the public hearing for item C-1 be closed at 10:56 a.m.

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Wright that Bylaw C-8037-2020 be given second reading.

Carried  
Absent: Councillor Kamachi

The Chair called for a recess at 11:00 a.m. and called the meeting back to order at 11:06 a.m. with all previously mentioned members present, with the exception of Councillor Kamachi.

MOVED by Councillor Wright that the requirement for the preparation of a conceptual scheme, as set out in the Bears paw Area Structure Plan, be waived.

Carried  
Absent: Councillor Kamachi

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**TABLING MOTION:**

MOVED by Councillor Wright that the application be tabled pending completion of the following in accordance with the County Servicing Standards:

- Environmental site assessment to consider the size of the riparian setback; and
- Geotechnical assessment to evaluate slope stability and building areas

Carried  
Absent: Councillor Kamachi

**2020-07-28-13 (D-4)**

**All Divisions – Family and Community Support Services Budget Reallocation**

**File: 6036-100**

Councillor Kamachi returned to the meeting at 11:13 a.m.

MOVED by Deputy Reeve Schule that this report be received as information.

Carried

**2020-07-28-16 (D-7)**

**Divisions 4 and 5 – Glenmore Trail and Garden Road Intersection Improvement – Budget Adjustment**

**File: 4055-660**

MOVED by Councillor Gautreau that the budget adjustment for intersection improvements at Glenmore Trail and Garden Road be approved as described in Attachment 'A'.

Carried

**2020-07-28-17 (D-8)**

**Division 1 – Provincial Funding Amendment for Bragg Creek Flood Mitigation**

**File: 1025-700**

MOVED by Councillor Kamachi that Administration be directed to endorse the amended funding agreement between Rocky View County and the Province of Alberta.

Carried

MOVED by Councillor Kamachi that the budget adjustment for the Bragg Creek Flood Mitigation Project be approved as described in Attachment 'A'.

Carried

**2020-07-28-18 (D-9)**

**Division 4 – Terms of Reference – Shepard Industrial Area Structure Plan**

**File: N/A**

Councillor Kamachi left the meeting at 11:33 a.m. and returned to the meeting at 11:34 a.m.

MOVED by Councillor Wright that the member of the audience be allowed to speak.

Carried

Shawn Belecki, on behalf of the developer group, proceeded to address Council on the proposed terms of reference for the Shepard Industrial Area Structure Plan.

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MOVED by Deputy Reeve Schule that the Terms of Reference for a developer-led and wholly developer-funded Shepard Industrial Area Structure Plan be adopted as per Appendix 'A'.

Carried

**2020-07-28-19 (D-10)**

**All Divisions – Customer Service Standards Policy C-108**

**File: N/A**

MOVED by Deputy Reeve Schule that Customer Service Standards Policy C-108 be amended as per Attachment 'A'.

Carried

**2020-07-28-20 (D-11)**

**All Divisions – Board and Committee Renumeration Policy C-221**

**File: N/A**

MOVED by Councillor McKylor that Board and Committee Remuneration Policy C-221 be amended as follows:

- That mileage for councillors is paid for all committee meetings as required for in person attendance

**TABLING MOTION:**

MOVED by Councillor Gautreau that item D-11 be tabled until later in the meeting.

Carried

**2020-07-27-37 (D-14)**

**All Divisions – Emergent Business Item – *Kissel et al v Rocky View County - 2020 ABQB 406***

**File: N/A**

MOVED by Deputy Reeve Schule that Council directs Administration to proceed with the Notice of Appeal regarding *Kissel et al v Rocky View County - 2020 ABQB 406*.

Carried

The Chair called for a recess at 12:00 p.m. and called the meeting to order at 1:30 p.m. with all previously mentioned members present.

**2020-07-28-05 (C-3)**

**Division 1 – Bylaw C-8013-2020 – Redesignation Item – Ranch and Farm District to Ranch and Farm Two District**

**File: PL20190205 (04833007)**

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

Carried

Person(s) who presented: Larry Konschuk, Konschuk Consulting Ltd. (Applicant)

Person(s) who spoke in favour: Cherie Copithorne-Barnes, CL Ranches Ltd. (Owner)

Person(s) who spoke in opposition: Ray Nicoll  
Randy Ward



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The Chair called for a recess at 1:52 p.m. and called the meeting back to order at 1:57 p.m. with all previously mentioned members present.

Person(s) who spoke in rebuttal: Larry Konschuk, Konschuk Consulting Ltd. (Applicant)

MOVED by Councillor Kamachi that the public hearing for item C-3 be closed at 2:09 p.m.

Carried

MOVED by Councillor Kamachi that Bylaw C-8013-2020 be given second reading.

Carried

MOVED by Councillor Kamachi that Bylaw C-8013-2020 be given third and final reading.

Carried

**2020-07-28-06 (C-4)**

**Division 5 – Bylaw C-8022-2020 – Redesignation Item – Ranch and Farm District to Ranch and Farm Two District**

**File: PL20190205 (04833007)**

MOVED by Councillor Gautreau that the public hearing for item C-4 be opened at 2:11 p.m.

Carried

Person(s) who presented: Steve Grande, Terradigm Development Consultants Inc. (Applicant)

Person(s) who spoke in favour: None

Person(s) who spoke in opposition: None

Person(s) who spoke in rebuttal: None

MOVED by Councillor Gautreau that the public hearing for item C-4 be closed at 2:22 p.m.

Carried

MOVED by Councillor Gautreau that Bylaw C-8022-2020 be given second reading.

Carried

MOVED by Councillor Gautreau that Bylaw C-8022-2020 be given third and final reading.

Carried

**2020-07-28-07 (C-5)**

**Division 4 – Bylaw C-8050-2020 – Redesignation Item – Agricultural Holdings District to Live-Work District**

**File: PL20200053 (03323008)**

MOVED by Deputy Reeve Schule that the public hearing for item C-5 be opened at 2:23 p.m.

Carried

Person(s) who presented: Steve Grande, Terradigm Development Consultants Inc. (Applicant)

Person(s) who spoke in favour: None

Person(s) who spoke in opposition: None

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Person(s) who spoke in rebuttal: None

MOVED by Deputy Reeve Schule that the public hearing for item C-5 be closed at 2:37 p.m.

Carried

MOVED by Deputy Reeve Schule that Bylaw C-8050-2020 be given second reading.

Carried

MOVED by Deputy Reeve Schule that Bylaw C-8050-2020 be given third and final reading.

Carried

The Chair called for a recess at 2:41 p.m. and called the meeting back to order at 2:51 p.m. with all previously mentioned members present.

MOTION ARISING:

MOVED by Deputy Reeve Schule that this section (SW-23-23-28-W04M) be included in the Land Use Bylaw as a Live-Work area.

Carried

**2020-07-28-08 (C-6)**

**Division 5 – Bylaw C-8054-2020 – Redesignation Item – Residential Two District to Live-Work District**

**File: PL20200041 (05308015)**

MOVED by Councillor Gautreau that the public hearing for item C-6 be opened at 2:55 p.m.

Carried

Person(s) who presented: Steve Grande, Terradigm Development Consultants Inc. (Applicant)

Councillor Kamachi left the meeting at 3:02 p.m.

Person(s) who spoke in favour: None

Person(s) who spoke in opposition: None

Person(s) who spoke in rebuttal: None

MOVED by Councillor Gautreau that the public hearing for item C-6 be closed at 3:03 p.m.

Carried

Absent: Councillor Kamachi

MOVED by Councillor Gautreau that Bylaw C-8054-2020 be given second reading.

Carried

Absent: Councillor Kamachi

MOVED by Councillor Gautreau that Bylaw C-8054-2020 be given third and final reading.

Carried

Absent: Councillor Kamachi

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**2020-07-28-09 (C-7)**

**Division 8 – Bylaw C-7954-2019 – Redesignation Item – Residential Two District to Residential One District**  
**File: PL20190139 (06713007, 06713071, 06713072)**

MOVED by Councillor Wright that the public hearing for item C-7 be opened at 3:04 p.m.

Carried  
Absent: Councillor Kamachi

Councillor Kamachi returned to the meeting at 3:15 p.m.

Person(s) who presented: Rodney Potrie, Planning Protocol 3 Inc. (Applicant)

Person(s) who spoke in favour: Michelle Vaccaro  
Alex Kurteev

Person(s) who spoke in opposition: None

Person(s) who spoke in rebuttal: None

MOVED by Councillor Wright that the public hearing for item C-7 be closed at 3:24 p.m.

Carried

MOVED by Councillor Wright that Bylaw C-7954-2019 be given second reading.

Carried

MOVED by Councillor Wright that Bylaw C-7954-2019 be given third and final reading.

Carried

**2020-07-28-20 (D-11)**

**All Divisions – Board and Committee Renumeration Policy C-221**  
**File: N/A**

MOVED by Councillor McKylor that item D-11 be lifted from the table.

Carried

The Chair called for a recess at 3:31 p.m. and called the meeting back to order at 3:34 p.m. with all previously mentioned members present.

MOVED by Councillor Henn that Board and Committee Remuneration Policy C-221 be amended as follows:

- That section 1 in Schedule 'C' be amended to read that councillors receive the current County rate for mileage.

Carried

**2020-07-28-36 (D-13)**

**All Divisions – Emergent Business Item – Springbank Park For All Seasons Agricultural Society (SPFAS)**  
**Funding Request from Recreational Governance Committee Meeting**  
**File: N/A**

Councillor Kamachi left the meeting at 3:36 p.m.

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MOVED by Councillor McKylor that item D-13 be lifted from the table.

Carried  
Absent: Councillor Kamachi

Councillor Kamachi returned to the meeting at 3:37 p.m.

MOVED by Councillor McKylor that an amendment be made to the current MSI grant application for capital improvements to the Springbank Park For All Seasons in the amount of \$300,000.00 to include improvements related to the life cycling and expansion to the front entrance, concession area and washroom areas. Should the MSI funds not be approved, \$150,000.00 will be funded from the Recreation Levy for completion of this project.

Carried

**2020-07-28-21 (E-1)**

**All Divisions – Bylaw C-8071-2020 – Amendments to the *Procedure Bylaw***  
**File: N/A**

Councillor Kamachi left the meeting at 3:38 p.m. and returned to the meeting at 3:50 p.m.

MOVED by Deputy Reeve Schule that Bylaw C-8071-2020 be given first reading.

Carried

MOVED by Councillor Gautreau that Bylaw C-8071-2020 be given second reading.

Carried

MOVED by Deputy Reeve Schule that Bylaw C-8071-2020 be considered for third reading.

Carried

MOVED by Councillor Gautreau that Bylaw C-8071-2020 be given third and final reading.

Carried

**2020-07-28-23 (E-3)**

**Divisions 2 & 3 – Bylaw C-8031-2020 – First Reading Bylaw – North Springbank Area Structure Plan**  
**File: 1015-550**

**2020-07-28-24 (E-4)**

**Divisions 2 & 3 – Bylaw C-8064-2020 – First Reading Bylaw – South Springbank Area Structure Plan**  
**File: 1015-550**

MOVED by Councillor McKylor that Bylaw C-8031-2020 be given first reading.

Carried

MOVED by Councillor Hanson that Bylaw C-8064-2020 be given first reading.

Carried

**2020-07-28-25 (E-5)**

**Division 5 – Bylaw C-8033-2020 – First Reading Bylaw – Conrich Area Structure Plan Amendments Structure Plan**  
**File: 1012-370**

MOVED by Councillor Gautreau that Bylaw C-8033-2020 be given first reading.

Carried

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**2020-07-28-26 (E-6)**

**Division 5 – Bylaw C-8039-2020 – First Reading Bylaw – Direct Control Bylaw Site Specific Amendments**

**File: PL20180106 (04319010/9048/9071/9090/9091/9137/9112/9199)**

**2020-07-28-27 (E-7)**

**Division 6 – Bylaw C-8066-2020 – First Reading Bylaw - Industrial Redesignation**

**File: PL20190030 (08105004)**

**2020-07-28-28 (E-8)**

**Division 6 – Bylaw C-8069-2020 – First Reading Bylaw - Industrial and Residential Redesignation**

**File: PL20200069 (09502001)**

MOVED by Councillor Gautreau that the following Bylaw's be given first reading:

- Bylaw C-8039-2020
- Bylaw C-8066-2020
- Bylaw C-8069-2020

Carried

The Chair called for a recess at 4:13 p.m. and called the meeting back to order at 4:21 p.m. with all previously mentioned members present, with the exception of Councillor Kamachi who did not return to the meeting.

**2020-07-28-31 (I-1)**

**Division 7 – Councillor Henn and Deputy Reeve Schule – Amendments to the Balzac East Area Structure Plan**

**File: N/A**

Read at the July 28, 2020 Council meeting and to be debated at the September 1, 2020 Council meeting

Title: Amendments to the Balzac East Area Structure Plan

Presented By: Councillor Dan Henn, Division 7

Seconded By: Deputy Reeve Schule, Division 4

WHEREAS The 465 acres of land located at the northeast corner of Range Road 291 and Highway 566 and legally described as the NE ¼, SE ¼ and SW ¼ in Twp. 26 Range 29 W4M, is owned by 1248494 Alberta Ltd., Mr. Garry Bobke & Partners, the developers of the Wagon Wheel industrial project in Rocky View County;

AND WHEREAS This 465 acres of land is not included within the Balzac East Area Structure Plan (BEASP);

AND WHEREAS The BEASP was last approved on September 26, 2000 and therefore it is 19 years old;

AND WHEREAS The average absorption/year over the last 19 years has been 200 acres/year approximately;

AND WHEREAS The total land area for commercial and industrial land south of Highway#566 is 5,667 acres with only 1,173 acres of vacant land available resulting in only 6 years of remaining supply from the existing inventory;

AND WHEREAS The demand is good for well-located commercial and industrial land outside the City of Calgary but within the Balzac East area;

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AND WHEREAS The time to amend the BEASP, obtain Land Use Reclassification/Rezoning and Subdivision approval could take 3-5 years;

AND WHEREAS The land owner is willing to pay for the cost for consultants, directed by the staff at Rocky View County, to prepare an amendment to the BEASP, and;

AND WHEREAS This landowner is willing to have other adjacent land owners included in the amendment to the BEASP;

THEREFORE BE IT RESOLVED THAT: The Council of Rocky View County direct the staff at Rocky View County to prepare the terms of reference to initiate an amendment to the BEASP.

**2020-07-28-22 (E-2)**

**All Divisions – Bylaws C-8000-2020, C-7994-2020, C-7995-2020, C-7996-2020, and C-7997-2020 – 2nd Reading, and 3rd Reading – Rocky View County Land Use Bylaw  
File: 1015-565**

MOVED by Councillor Hanson that the motions to amend Bylaw C-8000-2020 to regulate and allow digital signs, increase the area of accessory buildings as permitted uses in Agricultural Districts, and remove restrictions on the personal keeping of dogs, as detailed in Appendix 'E', be approved.

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Hanson that motions to amend the maps in Bylaw C-8000-2020 to align with Council's previously approved land use redesignations, as detailed in revised Appendix 'F', be approved.

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Hanson that the exempted developments in section 22 of Land Use Bylaw C-8000-2020 be amended as follows:

- a) Development, including but not limited to the construction, ~~and maintenance, and aggregate extraction~~ completed by the County, its authorized agents, or Alberta Transportation
- b) The installation, maintenance or repair of public works, Government Services facilities and/or utilities carried out by or on behalf of federal, provincial, or other local authorities
- c) Confined Feeding Operations

Defeated  
Absent: Councillor Kamachi

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MOVED by Councillor Gautreau that the development permit requirements for Vehicle (Recreation) in section 92(w) of Land Use Bylaw C-8000-2020 be amended as follows:

w) <b>Vehicle (Recreation)</b>	<ul style="list-style-type: none"> <li>• In an Agricultural or Residential District or S-FUD, the maximum outdoor parking of: <ul style="list-style-type: none"> <li>• <del>3</del> <b>5</b> vehicles (recreation) on parcels ≤8.1 ha (20.01 ac)</li> <li>• <del>4</del> <b>6</b> vehicles (recreation) on parcels &gt; 8.1 ha (20.01 ac) and &lt; 16.1 ha (39.78 ac)</li> <li>• <del>5</del> <b>10</b> vehicles on parcels ≥ 16.1 ha (39.78 ac)</li> </ul> </li> </ul>
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Defeated  
Absent: Councillor Kamachi

MOVED by Deputy Reeve Schule that section 132(a) of Land Use Bylaw C-8000-2020 be amended as follows:

- iii. At least ~~100.0 m (328.08 ft.)~~ **150.0 m (492.13 ft.)** from a parcel that is designated as Municipal School Reserve on title
- iv. At least ~~100.0 m (328.08 ft.)~~ **150.0 m (492.13 ft.)** from a Residential District parcel
- v. At least ~~100.0 m (328.08 ft.)~~ **150.0 m (492.13 ft.)** from a Dwelling Unit

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Henn that the Home-Based Business (Type I) general requirements in section 142(c) of Land Use Bylaw C-8000-2020 be amended as follows:

- c) Home-Based Business (Type I) may generate up to ~~two (2)~~ **four (4)** business-related visits per day, defined as ~~two (2)~~ **four (4)** vehicles visiting the business per day,

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Hanson that the use permissions for billboard signs in section 214 of Land Use Bylaw C-8000-2020 be replaced with the following:

Permit Required		Yes
District	Agriculture	Discretionary
	<b>R-URB, R-SML, R-MID, R-MRU</b>	<b>Prohibited</b>
	<del>Residential</del> <b>R-RUR, R-CRD</b>	Discretionary
	Business/Commercial	Discretionary
	Industrial	Discretionary
	Special	Discretionary

Defeated  
Absent: Councillor Kamachi

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MOVED by Deputy Reeve Schule that the use permissions for inflatable signs in section 218 of Land Use Bylaw C-8000-2020 be replaced with the following:

Permit Required		Yes
<b>District</b>	Agriculture	Discretionary
	Residential	<del>Prohibited</del> Discretionary
	Business/Commercial	Discretionary
	Industrial	Discretionary
	Special	Discretionary

Carried  
Absent: Councillor Kamachi

MOVED by Councillor McKylor that the maximum sign dimension and standards in section 221 of Land Use Bylaw C-8000-2020 be replaced with the following:

Permit Required		No, provided it meets the following standards
<b>District</b>	Agriculture	Permitted
	Residential	Permitted
	Business/Commercial	Permitted
	Industrial	Permitted
	Special	Permitted
<b>Maximum Sign Dimensions</b>		<ul style="list-style-type: none"> <li>• <b>R-RUR and R-CRD, 1.0 m<sup>2</sup> (10.76 ft<sup>2</sup>) sign area</b></li> <li>• <b>All other</b> Residential Districts, 0.5 m<sup>2</sup> (5.38 ft<sup>2</sup>) sign area</li> <li>• <del>Non-Residential</del> <b>All other</b> Districts , 3.0 m<sup>2</sup> (32.29 ft<sup>2</sup>) sign area</li> <li>• 3.0 m (9.84 ft.) sign height</li> </ul>
<b>Standards</b>		<ul style="list-style-type: none"> <li>• Shall only be located on the property that is for sale</li> <li>• Shall be removed within seven (7) days after the closing date of the sale of the property</li> <li>• Shall be restricted to a maximum of <del>two (2)</del> <b>four (4)</b> signs per development, or Dwelling Unit in multi-unit dwellings</li> </ul>

Carried  
Absent: Councillor Kamachi



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MOVED by Councillor McKylor that section 378 of Land Use Bylaw C-8000-2020 be amended to include Retail (Small) and Office as discretionary uses within the Business, Recreation District (B-REC).

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Hanson that the purpose of Special, Natural Resources (S-NAT) district in section 466 of Land Use Bylaw C-8000-2020 be amended as follows:

“PURPOSE: to provide for the development of industrial uses related to non-renewable natural resource extraction and processing. ~~This District shall not be applied to new parcels upon Bylaw C-8000-2020 coming in to full force and effect.~~”

AND THAT Direct Control district regulations in section 299 of Land Use Bylaw C-8000-2020 be amended to delete subsections e and f in their entirety, which presently read:

- e) “~~Natural Gas Plant (all new redesignations);~~”
- f) “~~Natural Resource Extraction/Processing (all new redesignations);~~”

Defeated  
Absent: Councillor Kamachi

MOVED by Councillor Hanson that the minimum side yard setbacks within the Special, Natural Resources (S-NAT) district in section 468 of Land Use Bylaw C-8000-2020 be amended as follows:

Front Yard	Side Yard	Rear Yard
60.0 m (196.85 ft.) from Highways	60.0 m (196.85 ft.) from Highways	30.0 m (98.43 ft.) from any road
30.0 m (98.43 ft.) from County roads	30.0 m (98.43 ft.) from County roads	15.0 m (49.21 ft.) from other parcels
15.0 m (49.21 ft.) from other roads	15.0 m (49.21 ft.) from <b>all</b> others roads	

Carried  
Absent: Councillor Kamachi

MOVED by Deputy Reeve Schule that the land use maps in Schedule ‘B’ of Land Use Bylaw C-8000-2020 be amended to change all parcels designated Industrial-Industrial Storage (I-IS) in existing Land Use Bylaw C-4841-97 to Industrial, Light District (I-LHT p1.62) instead of Industrial, Heavy District (I-HVY).

Carried  
Absent: Councillor Kamachi

MOVED by Deputy Reeve Schule that Administration be directed to prepare a Terms of Reference to review the Land Use Designations of lands within Area Structure Plans, and determine which parcels should be redesignated to Special, Future Urban Development District (S-FUD).

Carried  
Absent: Councillor Kamachi

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MOVED by Deputy Reeve Schule that Bylaw C-8000-2020 be given second reading, as amended.

Carried  
Absent: Councillor Kamachi

MOVED by Deputy Reeve Schule that Bylaw C-8000-2020 be given third and final reading, as amended.

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Gautreau that Bylaw C-7994-2020 be given second reading, as amended.

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Gautreau that Bylaw C-7994-2020 be given third and final reading, as amended.

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Gautreau that Bylaw C-7995-2020 be given second reading, as amended.

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Gautreau that Bylaw C-7995-2020 be given third and final reading, as amended.

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Gautreau that Bylaw C-7996-2020 be given second reading, as amended.

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Gautreau that Bylaw C-7996-2020 be given third and final reading, as amended.

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Gautreau that Bylaw C-7997-2020 be given second reading, as amended.

Carried  
Absent: Councillor Kamachi

MOVED by Councillor Gautreau that Bylaw C-7997-2020 be given third and final reading, as amended.

Carried  
Absent: Councillor Kamachi

**2020-07-28-29 (E-9)**

**All Divisions – Bylaw C-8063-2020 – 2020 Master Rates Bylaw – Amendments Structure Plan**

**File: N/A**

MOVED by Deputy Reeve Schule that Bylaw C-8063-2020 be given first reading.

Carried  
Absent: Councillor Kamachi

MOVED by Deputy Reeve Schule that Bylaw C-8063-2020 be given second reading.

Carried  
Absent: Councillor Kamachi

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MOVED by Deputy Reeve Schule that Bylaw C-8063-2020 be given considered for third reading.

Carried  
Absent: Councillor Kamachi

MOVED by Deputy Reeve Schule that Bylaw C-8063-2020 be given third and final reading.

Carried  
Absent: Councillor Kamachi

**2020-07-27-32 (K-1)**

**All Divisions – Confidential Closed Session Item – Legal Matter Discussion**

**File: RVC2020-24**

**2020-07-27-33 (K-2)**

**All Divisions – Confidential Closed Session Item – Policing Cost Commitments & Contract Correction**

**File: RVC2020-26**

**2020-07-27-34 (K-3)**

**All Divisions – Confidential Closed Session Item – Blazer Estates – Watermark Water System**

**File: RVC2020-27**

MOVED by Councillor Wright that Council move into closed session at 5:41 p.m. to consider the following items under the following sections of the *Freedom of Information and Protection of Privacy Act*:

K-1 – Legal Matter Discussion

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

K-2 – Policing Cost Commitments & Contract Correction

- Section 21 – Disclosure harmful to intergovernmental relations
- Section 24 – Advice from officials

K-3 – Blazer Estates – Watermark Water System

- Section 16 – Disclosure harmful to business interests of a third party
- Section 24 – Advice from officials
- Section 25 – Disclosure harmful to the economic or other interests of a public body

Carried  
Absent: Councillor Kamachi

Councillor Kissel left the meeting at 5:42 p.m. and did not return to the meeting.

Council held the closed session for confidential items K-1 with the following additional 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

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Council held the closed session for confidential items K-2 with the following additional 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  
L. Wesley-Riley, Manager, Enforcement Services

Council held the closed session for confidential items K-3 with the following additional 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  
S. Seroya, Strategy and Customer Service Analyst, Utility Services

MOVED by Councillor Schule that Council move into open session at 6:17 p.m.

Carried  
Absent: Councillor Kamachi  
Councillor Kissel

**2020-07-27-32 (K-1)**

**All Divisions – Confidential Closed Session Item – Legal Matter Discussion**

**File: RVC2020-24**

MOVED by Deputy Reeve Schule that the offer discussed in confidential report RVC2020-24 be rejected.

Carried  
Absent: Councillor Kamachi  
Councillor Kissel

**2020-07-27-33 (K-2)**

**All Divisions – Confidential Closed Session Item – Policing Cost Commitments & Contract Correction**

**File: RVC2020-26**

MOVED by Councillor McKylor that Council directs Administration to prepare a letter to the RCMP outlining Rocky View County's desire to maintain Langdon policing commitments at this time, and to consider additional resourcing when conditions warrant.

Carried  
Absent: Councillor Kamachi  
Councillor Kissel

MOVED by Councillor McKylor that the report, Contract Correction, Langdon RCMP, be received as information.

Carried  
Absent: Councillor Kamachi  
Councillor Kissel

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**2020-07-27-34 (K-3)**

**All Divisions – Confidential Closed Session Item – Blazer Estates – Watermark Water System**

**File: RVC2020-27**

MOVED by Councillor Henn that Administration be directed to negotiate with Blazer Water Systems Ltd. for the acquisition of the water system.

Carried  
Absent: Councillor Kamachi  
Councillor Kissel

**2020-07-28-30 (H-1)**

**All Divisions – 2020 Council Priorities and Significant Issues List**

**File: N/A**

The 2020 Council Priorities and Significant Issues List for July 28, 2020 was provided as information.

**Adjournment**

MOVED by Deputy Reeve Schule that the July 28, 2020 Council meeting be adjourned at 6:21 p.m.

Carried  
Absent: Councillor Kamachi  
Councillor Kissel

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Reeve or Deputy Reeve

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Chief Administrative Officer or Designate



## **PLANNING AND DEVELOPMENT SERVICES**

<b>TO:</b>	Council	<b>DIVISION:</b> 5
<b>DATE:</b>	September 1, 2020	<b>APPLICATION:</b> PL20180106
<b>TIME:</b>	Morning Appointment	<b>FILE:</b> 04319010/9048/9071/9090/ 9091/9137/9112/9199
<b>SUBJECT:</b> Redesignation Item – Direct Control Bylaw Site Specific Amendments		

### **POLICY DIRECTION:**

The Rocky View / City of Calgary Intermunicipal Development Plan, County Plan, Conrich Area Structure Plan and Prince of Peace Master Site Development Plan.

### **EXECUTIVE SUMMARY:**

The purpose of this application is to amend Direct Control Bylaw (DC-11) to allow Accessory Buildings, Private Clubs and Organizations (Multi-Purpose Building), and Utilities on the common properties within the existing Prince of Peace development.

Council gave first reading to Bylaw C-8039-2020 on July 28, 2020. The application was circulated to 223 adjacent landowners. 35 letters in support and three letters of opposition were received in response (see Appendix 'D'). The application was also circulated to a number of internal and external agencies; responses are available in Appendix 'A'.

The following is a summary of the application assessment:

- The application is consistent with the Rocky View County/City of Calgary Intermunicipal Development Plan, the County Plan, and the Conrich Area Structure 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.

<b>DATE APPLICATION RECEIVED:</b>	September 5, 2018
<b>DATE DEEMED COMPLETE:</b>	April 4, 2020

<b>PROPOSAL:</b>	The purpose of this application is to amend Direct Control Bylaw (DC-11) in order to allow Accessory Buildings, Private Clubs and Organizations (Multi-Purpose Building), and Utilities on the common properties within the existing Prince of Peace development.
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<b>LEGAL DESCRIPTION:</b>	Plan 0013287, Units 82 and 83, NE-19-24-28-W04M; Plan 0113520, Unit 131, NE-19-24-28-W04M; Plan 0111629, Unit 105, NE-19-24-28-W04M; Plan 0310076, Units 196 and 197, NE-19-24-28-W04M; Plan 9812469, Unit 38, NE-19-24-28-W04M; and Plan 0011410, Unit 62, NE-19-24-28-W04M.
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<b>GENERAL LOCATION:</b>	Located approximately 1 mile east of the City of Calgary, approximately 0.81 km (1/2 mile) south of Highway 1 and
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### **Administration Resources**

Johnson Kwan, Planning and Development Services



0.41 km (1/4 mile) west of Garden Road, in the community of Prince of Peace.

**APPLICANT:** Rick Johnson

**OWNERS:** Condominium Corporation No. 9812469

**EXISTING LAND USE DESIGNATION:** Direct Control Bylaw (DC-11)

**PROPOSED LAND USE DESIGNATION:** Direct Control Bylaw (DC-11) as amended

**GROSS AREA:** ± 29.59 acres

**SOILS (C.L.I. from A.R.C.):** **Class 1,1** – No significant limitation.  
**Class 3W, I60, 3T40** – Moderate limitations to cereal crop production due to excessive wetness/poor drainage, flooding, and adverse topography.

#### **HISTORY:**

**July 25, 2000** Council approved Bylaw C-5250-2000 redesignating the subject lands within NE-19-24-28-W4M from Public Services District to Direct Control District.

#### **BACKGROUND:**

The proposed amendment is to add Accessory Buildings, Private Clubs and Organization (Multi-purpose building), and Utilities as a use on the common properties. The common properties are currently undeveloped open space with a trail network.

The proposed Accessory Building is intended for the storage of village landscaping equipment and supplies. The proposed maximum building area is 65 sq. m (699.5 sq. ft.) with a maximum building height of 5.50 m (18.04 ft.). No servicing is required as the accessory building is only for storage purposes.

The proposed Private Clubs and Organization (Multi-purpose building) is intended to accommodate the villager's activities (currently held in the Manor). The proposed maximum building area is 278 sq. m (3,000 sq. ft.) with a maximum height of 8 m (26.25 ft.). Parking and servicing requirements will be addressed at future development permit stage.

The Prince of Peace Condo Board submitted a letter to provide further information in regards to the need for the proposed Multi-purpose building (see Appendix D).

The proposed Utilities use is for the installation of irrigation pump at the Common property. A new definition is included in the DC Bylaw to clarify the intent.

#### **POLICY ANALYSIS:**

##### Rocky View County / City of Calgary Intermunicipal Development Plan

The subject land is located within the Rocky View County / City of Calgary Intermunicipal Development Plan. The lands are identified on Map 4: Growth Corridors/Areas as a County growth corridor. This application was circulated to the city of Calgary in accordance with IDP policy. The City has comments for this application.



County Plan

The County Plan supports the development of existing country residential communities in accordance with their area structure plan (Policy 5.8).

Conrich Area Structure Plan

In accordance with the Conrich Area Structure Plan, the Prince of Peace community intends to expand the long term care facility, increase residential capacity, and provide local commercial services to residents. The Conrich Area Structure Plan supports this direction.

The proposed amendments for a Private Clubs and Organizations (Multi-Use Building) are consistent with the ASP's intent to provide local services to residents. The proposed amendments for Accessory Buildings are considered minor in nature, and are to support the local residents. The proposed amendments are also consistent with the intent of the Master Site Development Plan.

**OPTIONS:**

- Option # 1:     Motion #1     THAT Bylaw C-8039-2020 be given second reading.  
                         Motion #2     THAT Bylaw C-8039-2020 be given third and final reading.
- Option # 2:     That application PL20180106 be refused.

Respectfully submitted,

Concurrence,

"Theresa Cochran"

"Al Hoggan"

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Executive Director  
Community Development Services

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Chief Administrative Officer

Jkwan/Itt

**APPENDICES:**

- APPENDIX 'A': Application Referrals  
APPENDIX 'B': Bylaw C-8039-2020 and Schedule A  
APPENDIX 'C': Map Set  
APPENDIX 'D': Landowner Comments





## APPENDIX A: APPLICATION REFERRALS

AGENCY	COMMENTS
Alberta Transportation	<p>Alberta Transportation has no issues or concerns with the proposed redesignation. 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>Alberta Health Services, Environmental Public Health has received the above-noted application. At this time, we do not have any concerns with the information as provided.</p> <p>If applicable in the future, AHS-EPH would like an opportunity to review and comment on development/building permit application to construct any public facilities on the subject lands. Forwarding plans for these facilities to our department for approval before the building permit is granted helps to ensure that the proposed facilities will meet the requirements of the Public Health Act and its regulations.</p>
Planning and Development Services - Engineering	<p><b>General</b></p> <ul style="list-style-type: none"> <li>• The review of this file is based upon the application submitted.</li> <li>• 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.</li> </ul> <p><b>Geotechnical:</b></p> <ul style="list-style-type: none"> <li>• As a condition of future DP, the applicant shall submit a Geotechnical Investigation Report, in accordance with the requirements of the County Servicing Standards, to verify that the site is suitable for the proposed development and provide recommendations for site grading, excavations, foundation construction, pavement structures, etc.</li> <li>• As a condition of future DP, the applicant shall submit a Grading Details drawing and a Building Grade Plan, which identifies the original ground and finished grade elevations for the proposed development.</li> </ul> <p><b>Transportation:</b></p> <ul style="list-style-type: none"> <li>• As a condition of future DP, the applicant will provide a TIA in accordance with the County Servicing Standards.             <ul style="list-style-type: none"> <li>○ Should improvements be recommended as part of the TIA, the applicant would be responsible for entering into a</li> </ul> </li> </ul>



AGENCY	COMMENTS
	<p>Development Agreement with the County for the construction of the improvements.</p> <ul style="list-style-type: none"> <li>The Transportation Offsite Levy has been previously collected on the subject lands under a previous subdivision application. Therefore, TOL shall not apply to this application.</li> </ul> <p><b>Sanitary/Waste Water:</b></p> <ul style="list-style-type: none"> <li>As per Policies 23.9 and 23.15 of the Conrich ASP, all new development shall connect to the County's potable water and wastewater system. It is recommended that the lands be serviced with piped water and wastewater should the application be approved.</li> <li>As a condition of future DP, the applicant is to provide a detailed servicing analysis that demonstrates the water and wastewater demands of the proposed development based on the use and occupancy. Any required wastewater capacity above the currently allocated capacity shall require the purchase of additional capacity in accordance with the County's Water &amp; Wastewater Offsite Levy Bylaw (C-8009-2020), and Master Rates Bylaw (C-7992-2020);</li> <li>As a condition of future DP, the applicant shall submit a Servicing Plan which provides a detailed layout of the on-site sanitary sewers, potable water lines, and stormwater infrastructure.</li> <li>As a permanent condition of future DP, connection to existing sanitary sewer mains is not permitted without the written authorization of Rocky View County's Utility Operations.</li> </ul> <p><b>Water Supply And Waterworks:</b></p> <ul style="list-style-type: none"> <li>As per Policies 23.9 and 23.15 of the Conrich ASP, all new development shall connect to the County's potable water and wastewater system. It is recommended that the lands be appropriately serviced should the application be approved.</li> <li>As a condition of future DP, the applicant is to provide a detailed servicing analysis that demonstrates the water and wastewater demands of the proposed development based on the use and occupancy. Any required water capacity above the currently allocated capacity shall require the purchase of additional capacity in accordance with the County's Water &amp; Wastewater Offsite Levy Bylaw (C-8009-2020), and Master Rates Bylaw (C-7992-2020);</li> <li>As a permanent condition of future DP, connection to existing potable water mains is not permitted without the written authorization of Rocky View County's Utility Operations.;</li> </ul> <p><b>Stormwater Management:</b></p> <ul style="list-style-type: none"> <li>As a condition of future DP, the applicant shall submit a Site-Specific Stormwater Implementation Plan (SSIP) to demonstrate how</li> </ul>



AGENCY	COMMENTS
	<p>stormwater from the site will be managed and integrated with the overall stormwater management system.</p> <ul style="list-style-type: none"> <li>○ The applicant shall be responsible for any related EPEA and/or Water Act approvals for the on-site stormwater infrastructure;</li> <li>• As a condition of future DP, the applicant shall submit an Erosion and Sediment Control Report, in accordance with the County Servicing Standards;</li> <li>• As a condition of future DP, the applicant will be required to provide payment of the Stormwater Off-site Levy in accordance with applicable levy at time of Development Permit approval, as amended, for the total gross acreage of the lands proposed to be developed:</li> <li>• As a permanent Condition of future DP, the applicant shall provide for the implementation of the recommendations from the SSIP, as well as the registration of any overland drainage easements and/or restrictive covenants as determined by the plan, to the satisfaction of Rocky View County;</li> </ul> <p><b>Environmental:</b></p> <ul style="list-style-type: none"> <li>• As a permanent condition of future DP, the applicant will be responsible to obtain all necessary approvals from AEP under the <i>Water Act</i>.</li> </ul>

Circulation Period: May 4, 2020 to May 26, 2020

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



# BYLAW C-8039-2020

## A Bylaw of Rocky View County, in the Province of Alberta, to amend Rocky View County Direct Control Bylaw C-5250-2000 (DC-11).

The Council of Rocky View County enacts as follows:

### Title

- 1 This Bylaw may be cited as *Bylaw C-8039-2020*.

### Definitions

- 2 Words in this Bylaw have the same meaning as those set out in the Direct Control Bylaw C-5250-2000 (DC-11), Land Use Bylaw C-4841-97, and the *Municipal Government Act* except for the definitions provided below:
- (1) “**Council**” means the duly elected Council of Rocky View County;
  - (2) “**Municipal Government Act**” means the *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time; and
  - (3) “**Rocky View County**” means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.

### Effect

- 3 THAT Direct Control District (DC-11, Bylaw C-5250-2000) be amended as detailed in Schedule A, B and C forming part of this Bylaw.

### Transitional

Bylaw C-8039-2020 is passed and comes into full force and effect when it receives third reading and is signed in accordance with the *Municipal Government Act*.



ROCKY VIEW COUNTY

READ A FIRST TIME IN COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 20XX

PUBLIC HEARING HELD 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' FORMING PART OF BYLAW C-8039-2020

### **Amendment#1**

Remove section 1.1.0 as follows:

~~1.1.0 Notwithstanding any provisions to the contrary, the residents (lease holder) of the residential units or the subject lands shall be "Seniors"~~

### **Amendment#2**

Amend wording of the General Regulations to include Parts 1 and 2 of the Land Use Bylaw:

1.3.0 ~~For the purpose of Section 2.0.0 of this Bylaw, Part Three, General Regulations, of the Land Use Bylaw (Bylaw C-4841-97) shall apply except where specifically defined herein. Parts One, Two, and Three of the Land Use Bylaw C-4841-97 shall apply to all uses contemplated by this Bylaw, except where noted as otherwise in the Bylaw.~~

### **Amendment #3**

Amend wording of Section 2.1.0 as follows:

2.1.0 The purpose and intent of this District is to provide for the use of Lands for ~~the housing of senior citizens~~ housing with related ancillary uses.

### **Amendment #4**

Add the following uses under Section 2.3.0 List of Discretionary Uses:

2.3.6 Accessory Buildings at Plan 0013287, Unit 82 and Unit 83, Plan 0113520, Unit 131, Plan 0111629, Unit 105, Plan 0310076, Unit 196 and Unit 197, Plan 9812469, Unit 38, and Plan 0011410, Unit 62 all within NE-19-24-28-W4M as shown on Schedule B of the Bylaw.

2.3.7 Utility (Utilities) at Plan 0013287, Unit 82 and Unit 83, Plan 0113520, Unit 131, Plan 0111629, Unit 105, Plan 0310076, Unit 196 and Unit 197, Plan 9812469, Unit 38, and Plan 0011410, Unit 62 all within NE-19-24-28-W4M as shown on Schedule B of the Bylaw.

2.3.8 Private Clubs and Organizations (Multi-Purpose Building) at Plan 0013287, Unit 82 within NE-19-24-28-W4M and Plan 0011410, Unit 62 within NE-19-24-28-W4M as shown on Schedule C of the Bylaw.

**Amendment #5**

Add the following regulations in regards to the Accessory Buildings under Section 2.4.0 Minimum and Maximum Requirements:

**2.4.2 Accessory Buildings**

- i. Minimum setbacks: 3 metres (9.84 ft.)
- ii. Maximum height: 5.50 metres (18.04 ft.)
- iii. Maximum building area: 65 sq. m. (699.5 sq. ft.)

**Amendment #6**

Add the following regulations in regards to the clubhouse/multi-purpose building under Section 2.4.0 Minimum and Maximum Requirements:

**2.4.3 Private Clubs and Organizations (Multi-Purpose Building)**

- i. Minimum setbacks: 3 metres (9.84 ft.)
- ii. Maximum Height: 8 metres (26.25 ft.)
- iii. Maximum Building area: 278 sq. m. (3,000 sq. ft.)

**Amendment #7**

Remove Section 3.6.0 as follows:

~~3.6.0—All buildings on the subject lands shall conform to an architectural theme as approved by the Development Officer.~~

**Amendment #8**

Add the following definitions under Section 4.0.0 DEFINITIONS:

- Accessory Buildings means detached buildings, with or without a permanent foundation, which are subordinate or incidental to the Principal Use or Principal Building located on the same site;
- Private Clubs and Organizations (Multi-Purpose Building) means a development or a building used for the meeting, social or recreation activities of members of a non-profit philanthropic, social service, athletic, business, or fraternal organization, without on-site residences. Private clubs may include rooms for eating, drinking, and assembly;
- Utility (Utilities) means the components of sewage, stormwater, or solid waste disposal systems or a telecommunication, electrical power, water, or gas distribution system. Utilities may include (but is not limited to) Pumphouses, Sewage Treatment and Storage Facilities, Storm Water Retention Ponds, and Water Storage and Treatment Facilities;

**Amendment #9**

Remove Section 4.10.0 as follows:



~~4.10.0 Seniors—persons who have attained the age of 55 years or more~~

**Overall Abbreviations, Numbering, Grammar, Spelling and Punctuation**

- Renumbering the Bylaw as required.
- Wherever the renumbering of the Bylaw affects a numbering reference elsewhere in the Bylaw, adjust the affected reference.
- Italicize all definitions within the Bylaw.
- Without changing the meaning or intent of the Bylaw, correct all grammatical, spelling, punctuations and spacing errors.
- Without changing the meaning or intent of the Bylaw, relabel 'The Municipal District of Rocky View No. 44' to 'Rocky View County'.





**SCHEDULE 'B'**  
**FORMING PART OF BYLAW C-8039-2020**

*Accessory Buildings and Utility (Utilities)* at Plan 0013287, Unit 82 and Unit 83; Plan 0113520, Unit 131; Plan 0111629, Unit 105; Plan 0310076, Unit 196 and Unit 197; Plan 9812469, Unit 38, and Plan 0011410, Unit 62 all within NE-19-24-28-W4M.

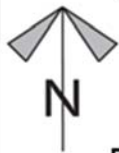
**Proposed DC Bylaw Amendments:** A site-specific amendment to Direct Control District (DC-11) to allow *Accessory Buildings, Private Clubs and Organizations (Multi-Purpose Building), and Utilities* on the Condominium's common properties in the Prince of Peace Village.

*Note: The Accessory buildings are for a storage shed to store yard maintenance materials and equipment, and a small shed to house an irrigation pump.*



*Accessory Buildings and Utility (Utilities) at:*

- Plan 0013287, Unit 82 and Unit 83
- Plan 0113520, Unit 131,
- Plan 0111629, Unit 105,
- Plan 0310076, Unit 196 and Unit 197
- Plan 9812469, Unit 38, and
- Plan 0011410, Unit 62 all within NE-19-24-28-W4M;



**NE-19-24-28-W04M**

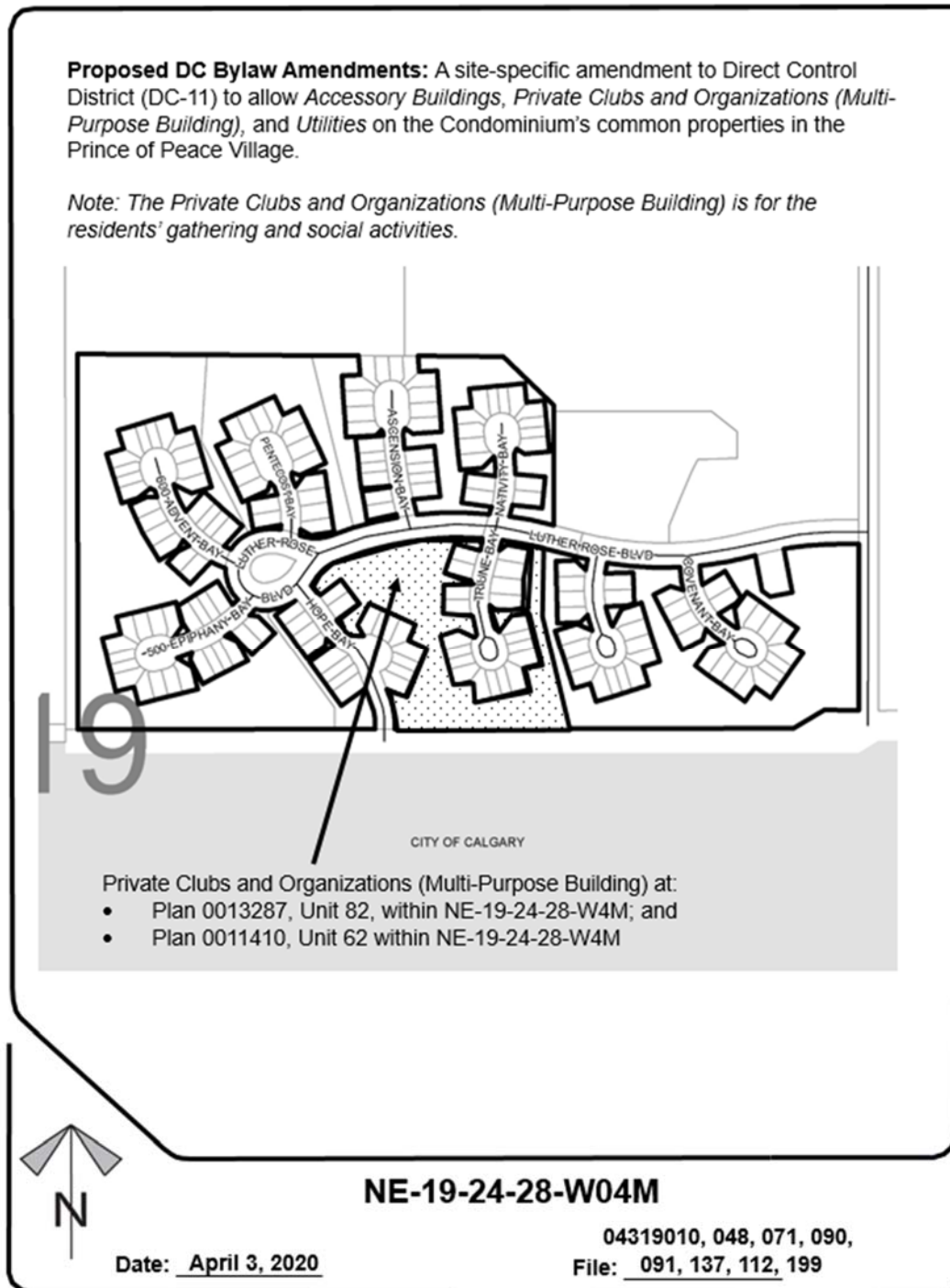
Date: April 3, 2020

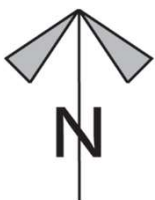
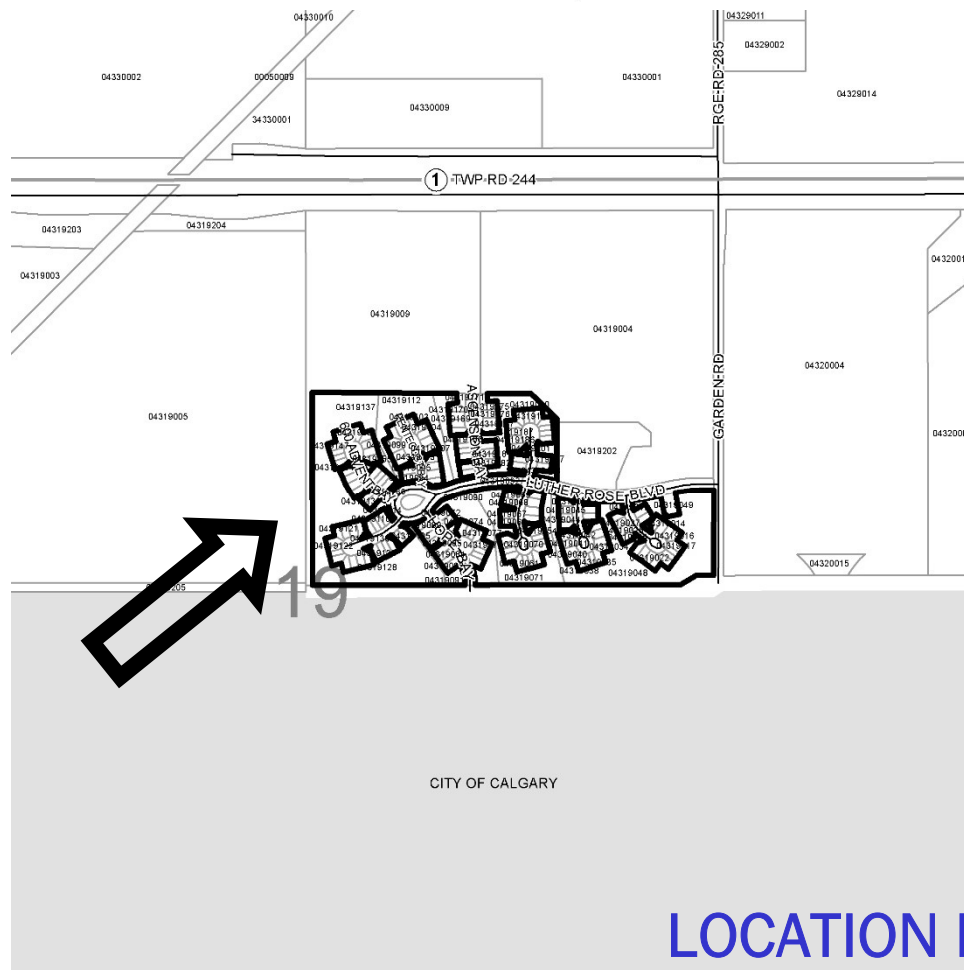
04319010, 048, 071, 090,  
File: 091, 137, 112, 199



**SCHEDULE 'C'**  
**FORMING PART OF BYLAW C-8039-2020**

Private Clubs and Organizations (Multi-Purpose Building) at Plan 0013287, Unit 82, within NE-19-24-28-W4M and Plan 0011410, Unit 62 within NE-19-24-28-W4M.

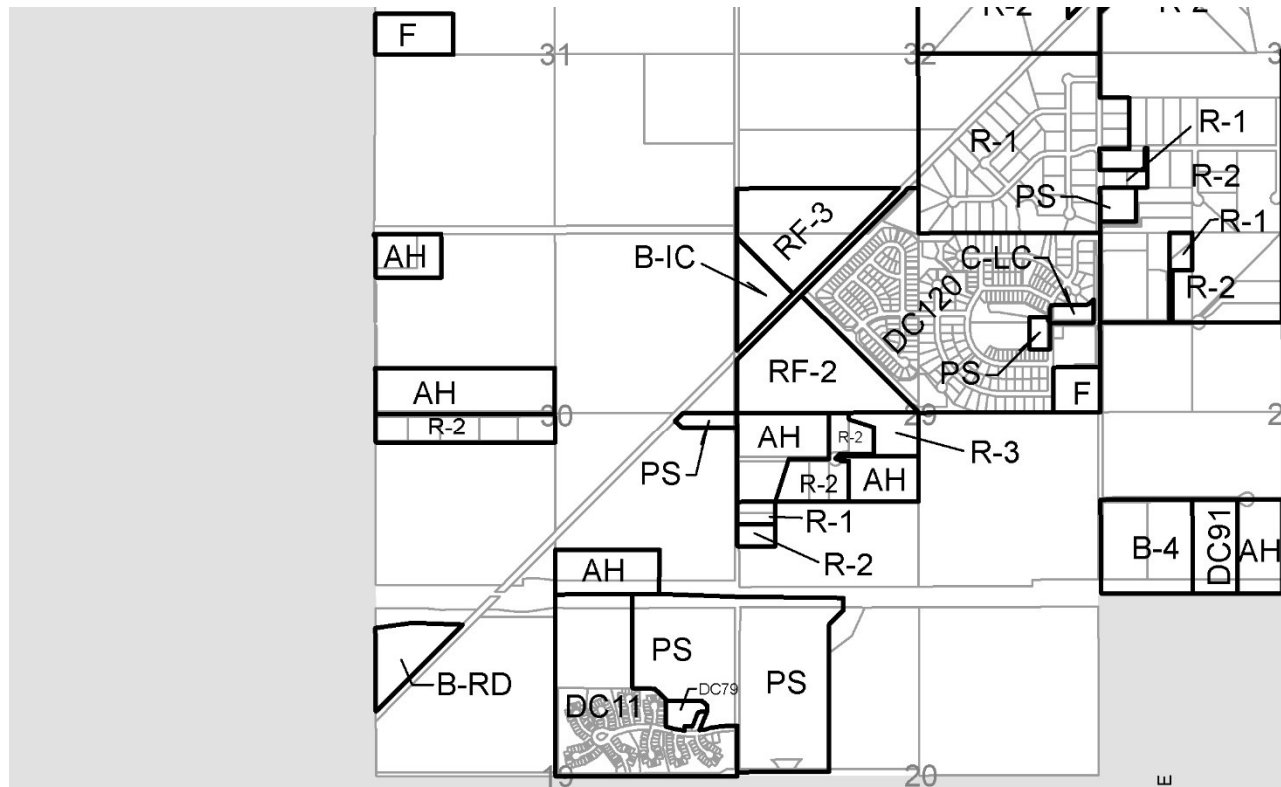




**NE-19-24-28-W04M**

**Date:** April 3, 2020

**04319010, 048, 071, 090,  
File: 091, 137, 112, 199**



CITY OF CALGARY

CITY OF CHESTERMERE

Ranch and Farm	B-1 Highway Business
RF2 Ranch and Farm Two	B-2 General Business
RF3 Ranch and Farm Three	B-3 Limited Business
AH Agricultural Holding	B-4 Recreation Business
F Farmstead	B-5 Agricultural Business
R-1 Residential One	B-6 Local Business
R-2 Residential Two	NRI Natural Resource Industrial
R-3 Residential Three	HR-1 Hamlet Residential Single Family
DC Direct Control	HR-2 Hamlet Residential (2)
PS Public Service	HC Hamlet Commercial
	AP Airport

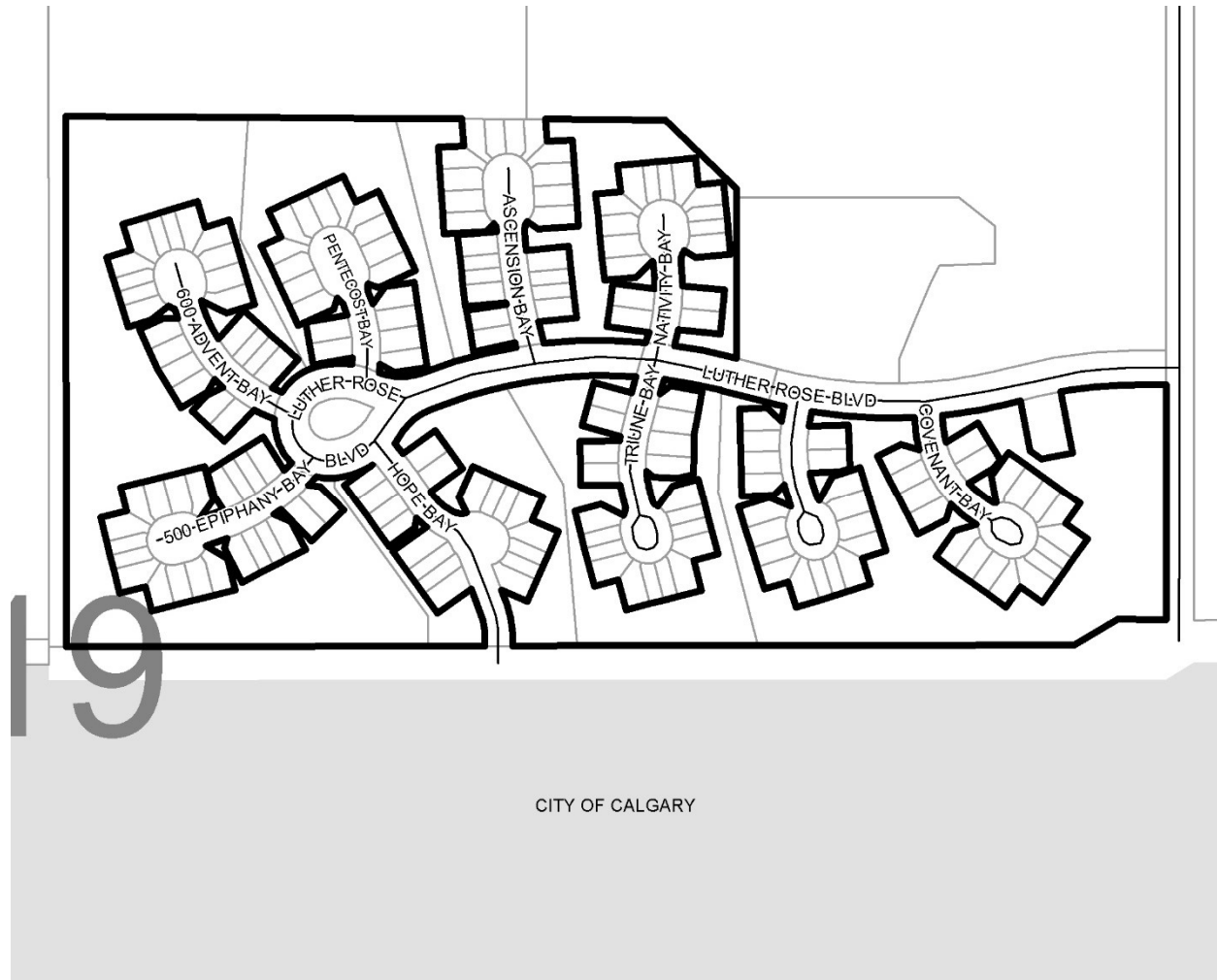
## LAND USE MAP

**NE-19-24-28-W04M**

Date: April 3, 2020

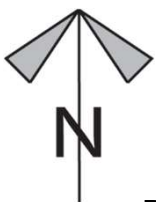
04319010, 048, 071, 090,  
File: 091, 137, 112, 199

**Proposed DC Bylaw Amendments:** A site-specific amendment to Direct Control District (DC-11) to allow *Accessory Buildings*, *Private Clubs and Organizations (Multi-Purpose Building)*, and *Utilities* on the Condominium's common properties in the Prince of Peace Village.



## DEVELOPMENT PROPOSAL

**NE-19-24-28-W04M**



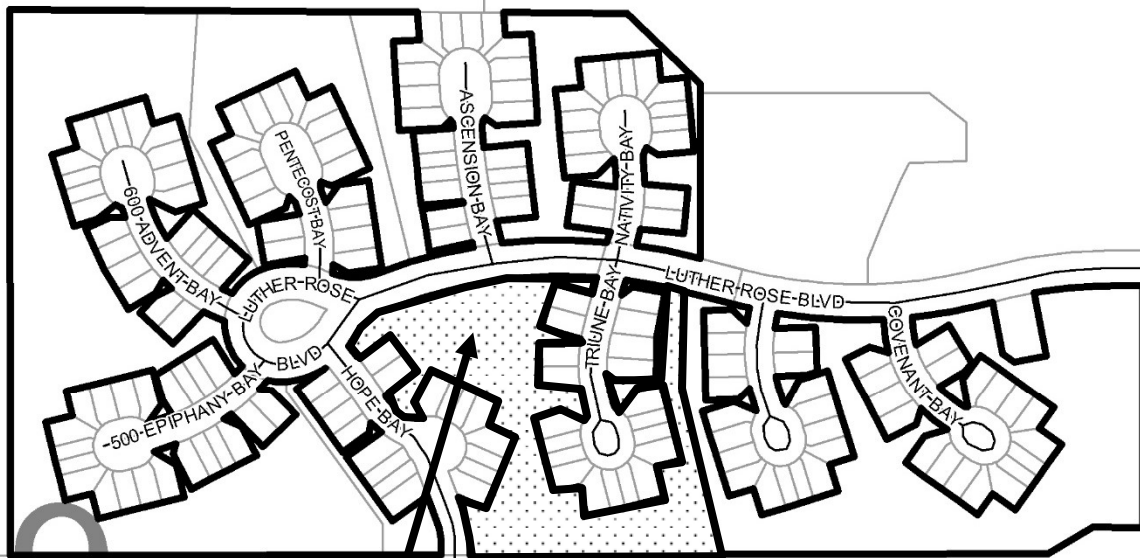
Date: April 3, 2020

04319010, 048, 071, 090,  
File: 091, 137, 112, 199



**Proposed DC Bylaw Amendments:** A site-specific amendment to Direct Control District (DC-11) to allow *Accessory Buildings*, *Private Clubs and Organizations (Multi-Purpose Building)*, and *Utilities* on the Condominium's common properties in the Prince of Peace Village.

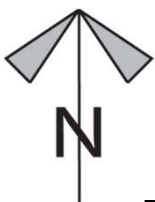
*Note: The Private Clubs and Organizations (Multi-Purpose Building) is for the residents' gathering and social activities.*



CITY OF CALGARY

Private Clubs and Organizations (Multi-Purpose Building) at:

- Plan 0013287, Unit 82, within NE-19-24-28-W4M; and
- Plan 0011410, Unit 62 within NE-19-24-28-W4M



**NE-19-24-28-W04M**

Date: April 3, 2020

04319010, 048, 071, 090,  
File: 091, 137, 112, 199

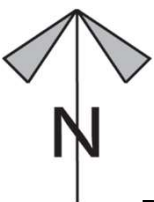
**Proposed DC Bylaw Amendments:** A site-specific amendment to Direct Control District (DC-11) to allow *Accessory Buildings*, *Private Clubs and Organizations (Multi-Purpose Building)*, and *Utilities* on the Condominium's common properties in the Prince of Peace Village.

*Note: The Accessory buildings are for a storage shed to store yard maintenance materials and equipment, and a small shed to house an irrigation pump.*



*Accessory Buildings and Utility (Utilities) at:*

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- Plan 0111629, Unit 105,
- Plan 0310076, Unit 196 and Unit 197
- Plan 9812469, Unit 38, and
- Plan 0011410, Unit 62 all within NE-19-24-28-W4M;



**NE-19-24-28-W04M**

Date: April 3, 2020

04319010, 048, 071, 090,  
File: 091, 137, 112, 199

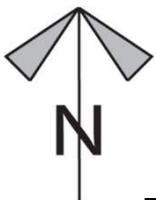




Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

**AIR PHOTO**

*Spring 2018*



**NE-19-24-28-W04M**

Date: April 3, 2020

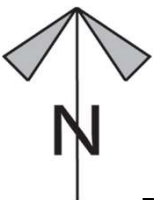
04319010, 048, 071, 090,  
File: 091, 137, 112, 199





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.

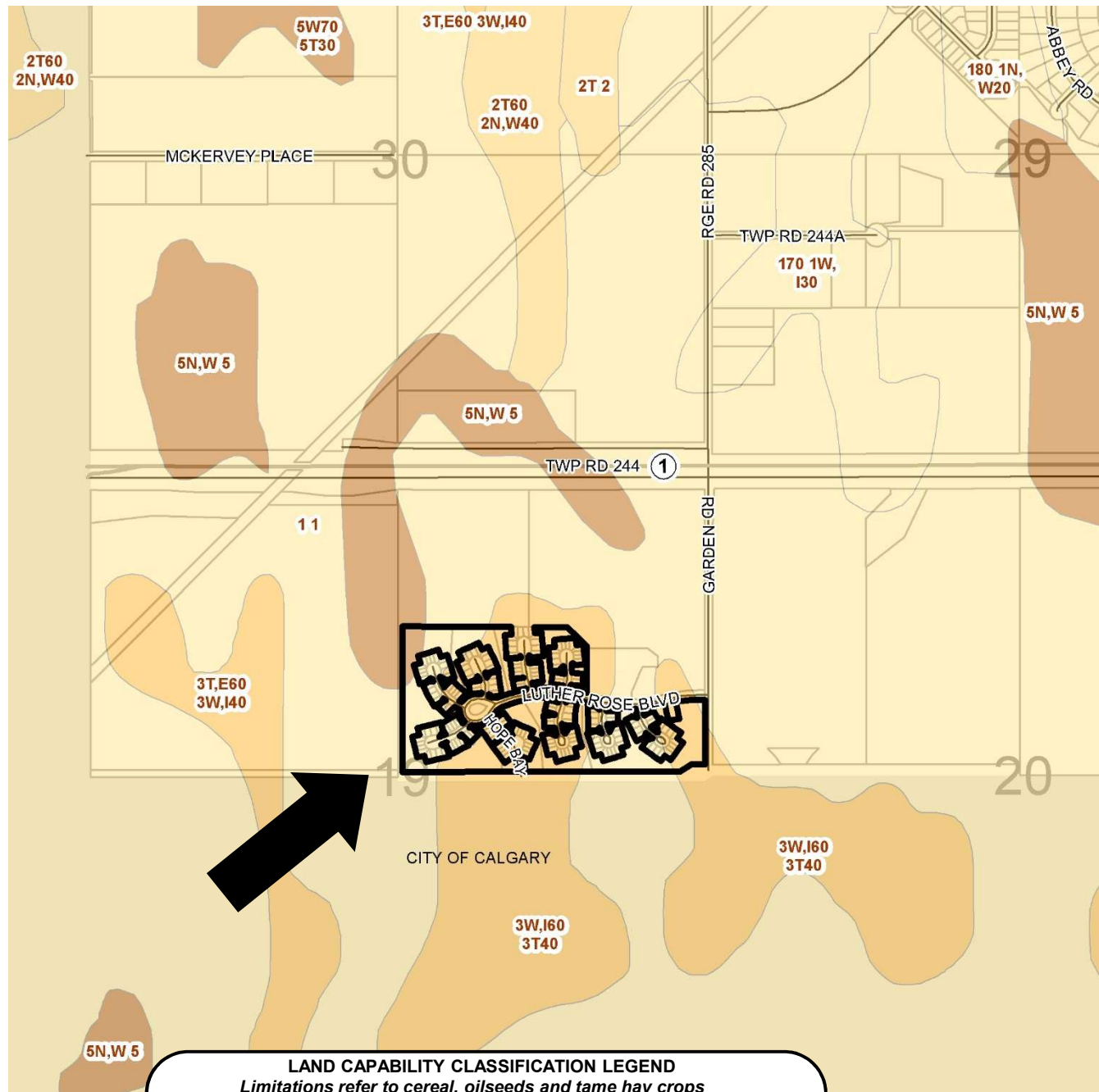
**TOPOGRAPHY**  
*Contour Interval 2 M*



**NE-19-24-28-W04M**

Date: April 3, 2020

04319010, 048, 071, 090,  
File: 091, 137, 112, 199



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

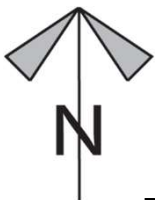
**CLI Class**

- 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**



**NE-19-24-28-W04M**

Date: April 3, 2020



04319010, 048, 071, 090,  
File: 091, 137, 112, 199





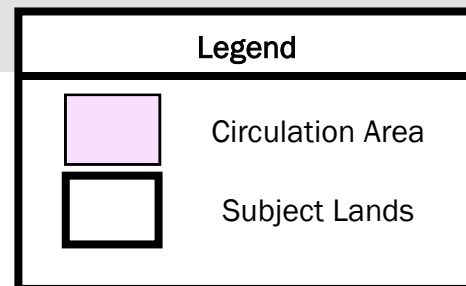
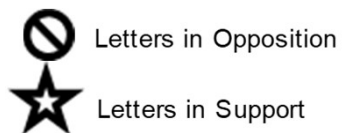
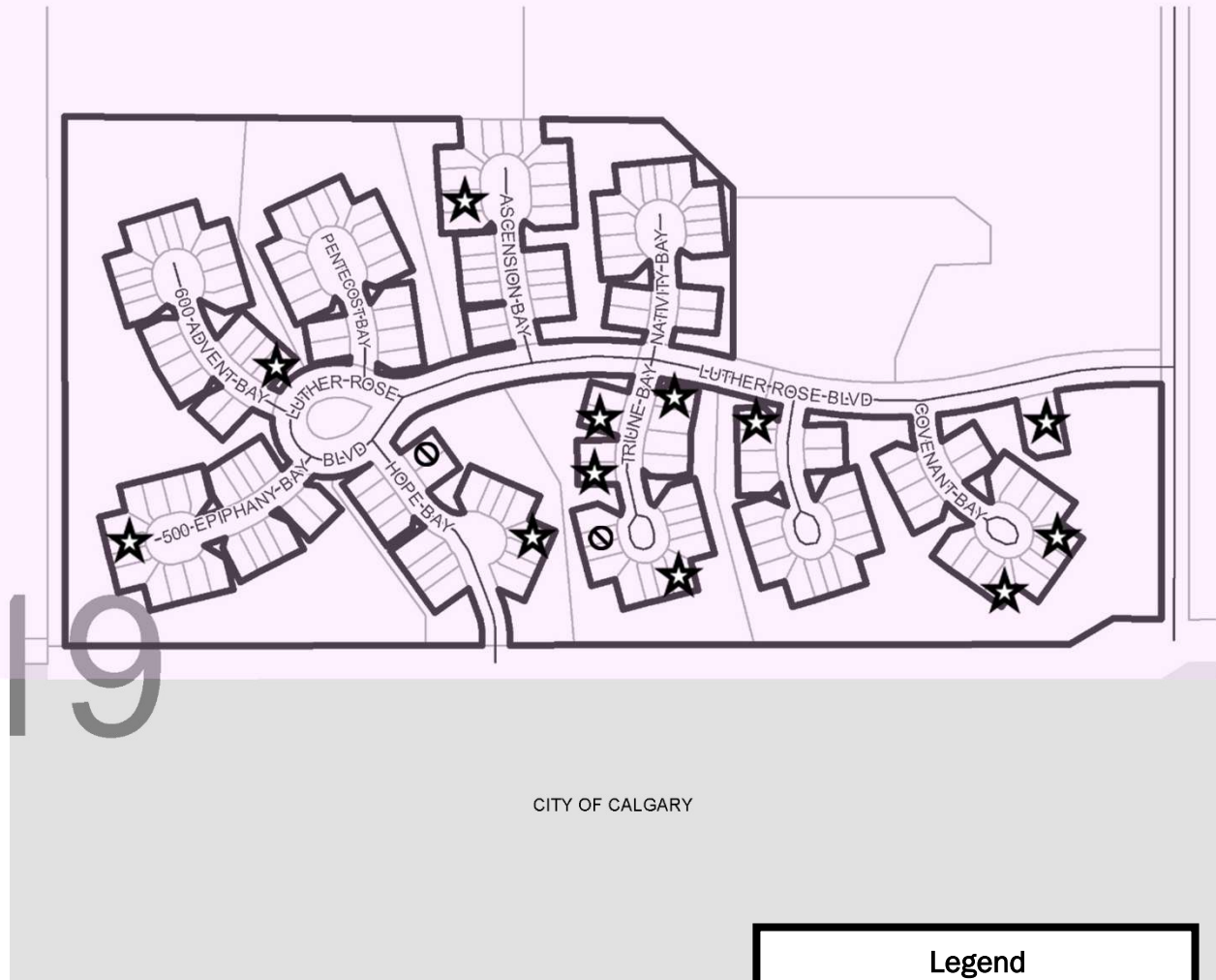


**Legend**

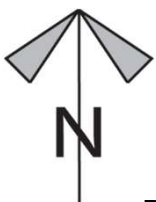
	Circulation Area
	Subject Lands

**NE-19-24-28-W04M**

**04319010, 048, 071, 090,  
File: 091, 137, 112, 199**



## LANDOWNER CIRCULATION AREA



**NE-19-24-28-W04M**

Date: April 3, 2020

04319010, 048, 071, 090,  
File: 091, 137, 112, 199

Aug. 8, 2020

ROCKY VIEW COUNTY  
RECEIVED  
AUG 12 2020

To whom it may concern,

I have enjoyed and appreciated the green spaces and the peaceful atmosphere in our village for almost 20 years.

I am very concerned that our peace would be disturbed by a Club house in our village. Even though it is considered "Private" it could become very public.

Please consider these plans very carefully and prayerfully.

Could the storage sheds find a home north of Epiphany Bay?

Sincerely,

Efrida Pettl.

File No. 004319010/9048

9071/9090/9091/

9112/9137/9199

Application Number: PL20180106

Division 5

**Johnson Kwan**

---

**From:** Ruth Anderson [REDACTED]  
**Sent:** August 4, 2020 2:15 PM  
**To:** Johnson Kwan  
**Subject:** [EXTERNAL] - Change the bi-laws

**Categories:** Red Category

Do not open links or attachments unless sender and content are known.

Hi Johnson,  
Richard and I do not want the bi-laws changed. We are totally against any buildings on the property in the vacant area where our condo is situated. We vote No. No.

Richard and Ruth Anderson  
435 Hope Bay  
Calgary, AB T1X 1G5  
Phone: [REDACTED]  
Sent from [Mail](#) for Windows 10

**Prince of Peace Village****Condominium Corporation 9812469****To: Rocky View County****Attn: Johnson Kwan**

Beginning in 1998 the Lutheran Church, Alberta and BC District, began building the Prince of Peace Village as part of a senior's retirement and senior care complex. The Village consisted of 174 semi detached life lease residents and 1 single family residence. The project was financed by the Lutheran Church Extension Fund that existed to finance worthy projects related to the Lutheran Church.

Until approximately 2010 the Village was operated and managed by EnCharis Community Housing, a company which was an extension of the Lutheran Church. In 2010 the Village Condominium Board was formed and that Board assumed management of the Village. At about the same time EnCharis made the decision to divest themselves of the life leases and over several years they were sold to existing and new residents.

In 2017, due to financial problems, the Lutheran Church Extension Fund was put into insolvency and the assets are now managed by court appointed Sage Properties Corp.

As the Village was built as part of the Prince of Peace complex, the social facilities that the Village residents used were not on Village property and several of the utilities were supplied to the Village by EnCharis Community Housing and now by Sage Properties. At this time the Village rents facilities for social functions from Sage however they



have advised the Village that they should be building facilities on Village property as this rental space may not be available in the future.

At this time the Village is submitting an application to add permitted uses to the property to allow us to build a storage facility for material and equipment for Village maintenance, a club house for a residents gathering place and social activities and a small pump house to house an irrigation pump.

Thank you for processing our application.

Prince of Peace Condo Board

**Johnson Kwan**

---

**From:** Michelle Mitton  
**Sent:** August 17, 2020 11:01 AM  
**To:** Johnson Kwan  
**Subject:** FW: [EXTERNAL] - BYLAW CX-8039-2020

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**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](mailto:MMitton@rockyview.ca) | [www.rockyview.ca](http://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:** Ronald Pieters [REDACTED]  
**Sent:** August 16, 2020 2:06 PM  
**To:** Legislative Services Shared <LegislativeServices@rockyview.ca>  
**Subject:** [EXTERNAL] - BYLAW CX-8039-2020

Do not open links or attachments unless sender and content are known.

Dear Sirs,

We support the proposed bylaw.

Ronald and Cornelia Pieters,  
123 Covenant Bay,  
Rocky View County, Alberta,  
T1X 1G2

Tel.: [REDACTED]

Sent from [Mail](#) for Windows 10

**Johnson Kwan**

---

**From:** Michelle Mitton  
**Sent:** August 17, 2020 11:01 AM  
**To:** Johnson Kwan  
**Subject:** FW: [EXTERNAL] - Re: Application#PL201801106

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

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-----Original Message-----

**From:** Carol Shaben [REDACTED]  
**Sent:** August 16, 2020 3:57 PM  
**To:** Legislative Services Shared <LegislativeServices@rockyview.ca>  
**Subject:** [EXTERNAL] - Re: Application#PL201801106


Do not open links or attachments unless sender and content are known.

We are in total agreement with this application.  
Don and Carol Shaben  
115 Covenant Bay  
Rockyview County  
T1X1G2

Carol's I Pad

We the owners of DAYSPRING BAY  
T1X1G3 (Address) are in favour of Rocky View County approving application  
PL20180106 for an amendment to Direct Control District (DC11) to allow accessory buildings and private  
clubs and organizations on Condominium Common Properties in the Prince of Peace Village.

Name: LARRY FINNIE

Signature: 

File Number: 004319010/ 9048/  
9071/ 9090/ 9091/  
9112/ 9137/ 9199  
Application Number: PL20180106  
Division 5

We the owners of 085011 LOT 12A ROSE BLVD (Address) are in favour of Rocky View County approving application PL20180106 for an amendment to Direct Control District (DC11) to allow accessory buildings and private clubs and organizations on Condominium Common Properties in the Prince of Peace Village.

Name: JEAN-LOUIS & GINETTE BRODEUR

Signature: 

**Johnson Kwan**

---

**From:** Michelle Mitton  
**Sent:** August 5, 2020 12:48 PM  
**To:** Johnson Kwan  
**Subject:** FW: [EXTERNAL] - Bylaw C-8039-2020

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.

-----Original Message-----

From: Jacob J Falk [REDACTED]  
Sent: August 5, 2020 11:09 AM  
To: Legislative Services Shared <LegislativeServices@rockyview.ca>  
Subject: [EXTERNAL] - Bylaw C-8039-2020

Do not open links or attachments unless sender and content are known.

Re application number PL20180106 - amend ByLaw C-8000-2020

Applicant Rick Johnson

As a resident of Prince of Peace condo village, I am very much in favour of the above application and fervently hope it will be passed.

Thank you

J.J. (Jack) Falk  
339 Triune Bay  
Calgary AB T1X 1G4

[REDACTED]

[REDACTED]

Sent from my iPad

Aug 17/20.

We the owners of 323 Triune Bay, Calgary, AB T1X 1G4 in Prince of Peace Village are in favour of Rocky View County approving application PL20180106 for an amendment to Direct Control District (DC11) to allow accessory buildings and private clubs and organizations on Condominium Common Properties in the Prince of Peace Village.

Name: Geoff & Lynne Carr

Signature:

Geoff Carr

Signature:

Lynne Carr

307 Triune Bay, Calgary, T1X 1G4

We the owners of A (Address) are in favour of Rocky View County approving application PL20180106 for an amendment to Direct Control District (DC11) to allow accessory buildings and private clubs and organizations on Condominium Common Properties in the Prince of Peace Village.

Name:

Don Shappak

Signature:

Don Shappak



**Johnson Kwan**

---

**From:** Ruth Bittle [REDACTED]  
**Sent:** August 16, 2020 9:06 PM  
**To:** Johnson Kwan  
**Subject:** [EXTERNAL] - App. PL20180106

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Do not open links or attachments unless sender and content are known.

**File Number:** 004319010/ 9048/  
9071/ 9090/ 9091/  
9112/ 9137/ 9199  
**Application Number:** PL20180106  
**Division 5**

I, Ruth Bittle, of 303 Triune Bay, Calgary AB T1X 1G4 at Prince of Peace Village am in favor of Rocky View County approving of application number: PL20180106 for an ammendment to Direct Control District (DC11) to allow accessory buildings and private clubs and organizations on Condominium properties in the Prince of Peace village.

Ruth Bittle  
[REDACTED]

Signature  
Ruth Bittle

**Johnson Kwan**

---

**From:** Dolores Kent [REDACTED]  
**Sent:** August 17, 2020 12:42 PM  
**To:** Johnson Kwan; Legislative Services Shared  
**Subject:** [EXTERNAL] - Fw: Application No. PL29180106, File No. 004319010/9048/9071/9090/9091/9112/9137/9199

**Categories:** Red Category, Yellow Category

Do not open links or attachments unless sender and content are known.

Good Afternoon,

Since sending my first email as noted below, the Board of Directors at Prince of Peace Village has provided clarification concerning its Application No. PL29180106 which sheds a totally different light on the subject.

The clarification from the Board is that:

- a storage shed is proposed by the back gate in Bay 400;
- the irrigation pump shed is proposed behind Bays 600 and 700;
- the facility for Private Clubs and Organizations is a proposal which may or may not be considered in the future with a Special Resolution.

In view of the above Board's clarification, I must rescind my objections and vote in favour of this Application.

Kindly accept this email as my approval of this Application and apologize for the confusion.

Sincerely,

Dolores Kent  
 423 Hope Bay  
 Calgary, AB T1X 1G5

**From:** Dolores Kent  
**Sent:** Sunday, August 16, 2020 12:04 PM  
**To:** Johnson Kwan ; Rocky View Council  
**Subject:** Application No. PL29180106, File No. 004319010/9048/9071/9090/9091/9112/9137/9199

Good Afternoon,

I wish to submit my objections to the site chosen for Accessory Buildings and Private Clubs and Organizations on the Condominium's common properties in the Prince of Peace Village. The chosen site would be a major obstruction of the natural view from my Unit. I am not in agreement with a Club House for Prince of Peace Village; my major concern being cost of construction and ongoing maintenance of such structure which would present a financial burden to myself and many current/future retired residents of the Village. My income as a retired senior is for my own use and enjoyment and does not include the construction and maintenance of a Private Club. Another issue is the invasion to my right to quiet enjoyment during any social function. I also

question the underlying reason(s) for including all the structures on one application. The accessory buildings are a necessity to the Village but definitely not the club house.

In view of the above, I disapprove of this Application.

Sincerely,

Dolores Kent  
42 Hope Bay  
Calgary, AB T1X 1G5

**Johnson Kwan**

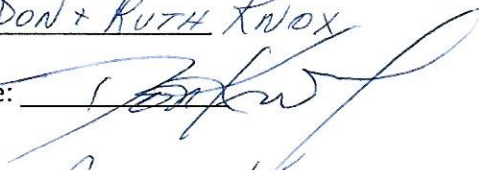
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**From:** Dona Wheaton [REDACTED]  
**Sent:** August 17, 2020 11:17 AM  
**To:** Johnson Kwan  
**Subject:** [EXTERNAL] - approval for amendment PL20180106  
**Attachments:** IMG\_20200817\_0001.jpg

Do not open links or attachments unless sender and content are known.

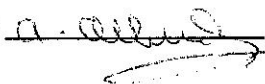
Hope this comes through better.  
Dona Wheaton

We the owners of 601 Advent (Address) are in favour of Rocky View County approving application PL20180106 for an amendment to Direct Control District (DC11) to allow accessory buildings and private clubs and organizations on Condominium Common Properties in the Prince of Peace Village.

Name: DON + RUTH KNOX  
Signature:   
Ruth Knox

I the owner of 829 Ascension Bay are in favour of Rocky View County approving application PL20180106 for an amendment to Direct Control District (DC11) to allow accessory buildings and private clubs and organizations on Condominium Common Properties in the Prince of Peace Village.

Name: Antje Alberda

Signature: 



## PLANNING AND DEVELOPMENT SERVICES

<b>TO:</b>	Council	<b>DIVISION:</b> 1
<b>DATE:</b>	September 1, 2020	<b>APPLICATION:</b> PL20200064
<b>TIME:</b>	Morning Appointment	<b>FILE:</b> 03927001
<b>SUBJECT:</b>	Redesignation Item – Agricultural, General District to Agricultural, Small Parcel District	

### POLICY DIRECTION:

The County Plan and the Land Use Bylaw.

### EXECUTIVE SUMMARY:

The purpose of this application is to redesignate the subject lands from Agricultural, General District (A-GEN) to Agricultural, Small Parcel District (A-SML) in order to facilitate the creation of a ± 60.00 acre parcel with a ± 80.70 acre remainder.

Council gave first reading to Bylaw C-8061-2020 on June 23, 2020.

On July 28, 2020 Council approved a new Land Use Bylaw (C-8000-2020) which comes into effect on September 8, 2020. Administration has reviewed the district conversions and confirmed that the originally proposed Ranch and Farm Three District (RF-3) under Land Use Bylaw (C-4841-97) converts to Agricultural, Small Parcel District (A-SML) in Land Use Bylaw (C-8000-2020). Should the proposal be approved, the land use change will take effect on September 8, 2020.

The application was circulated to 10 adjacent landowners and two letters of opposition were received in response (see Appendix 'D'). The application was also circulated to a number of internal and external agencies; responses are available in Appendix 'A'.

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 New Residential Areas policy within the Greater Bragg Creek Area Structure Plan where a large agricultural parcel is supported;
- All technical matters required at this stage of the application process are satisfactory.

### ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

<b>DATE APPLICATION RECEIVED:</b>	May 25, 2020
<b>DATE DEEMED COMPLETE:</b>	May 25, 2020

<b>PROPOSAL:</b>	To redesignate the subject lands from Agricultural, General District (A-GEN) to Agricultural, Small Parcel District (A-SML), in order to facilitate the creation of a ± 60.00 acre parcel with a ± 80.70 acre remainder.
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<b>LEGAL DESCRIPTION:</b>	A portion of NE-27-23-05-W05M
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<b>GENERAL LOCATION:</b>	Located 0.81 km (1/2 mile) north of Township Road 234 and on the west side of Range Road 52, approximately 3.0 miles northwest of the community of Bragg Creek.
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**Administration Resources**  
Xin Deng, Planning and Development Services



**APPLICANT:** Jillian Perras and Jaro Wardwell  
**OWNERS:** Jillian Perras and Jaro Wardwell  
**EXISTING LAND USE DESIGNATION:** Agricultural, General District  
**PROPOSED LAND USE DESIGNATION:** Agricultural, Small Parcel District  
**GROSS AREA:** ± 140.70 acres  
**SOILS (C.L.I. from A.R.C.):**  
**7T,H** – The northeast portion of the land contains soil with no capability for cereal crop production due to adverse topography and temperature.  
**6X,W,H** – The central of the land contains soil with no feasibility for cereal crop production due to deep organic deposit, excessive wetness/poor drainage and temperature.  
**5H,T,D** – The southwest portion of the land contains soil with very severe limitations for cereal crop production due to temperature, adverse topography, and low permeability.

**HISTORY:**

**December 9, 2014** Subdivision application (PL20140034) was approved to create a ± 19.70 acre parcel with a ± 140.30 acres remainder. The remainder land is the subject land in this case.  
**September 23, 2014** Redesignation application (PL20130026) was approved to redesignate a portion of the quarter section from Ranch and Farm District to Residential Three District, in order to facilitate the creation of a ± 19.7 acre parcel with a ± 140.3 acres remainder.

**BACKGROUND:**

The property contains a dwelling, tennis court, outdoor horse riding arena and several horse shelters. The land is accessed through the existing approach at the north end of Range Road 52.

The site slopes toward the center of the lands, where the open area and wetlands are located. The applicant indicated that one of the ponds is currently used for fish farming. The applicant proposes to raise bison and grow local vegetables on the proposed new lot, in order to provide local products to the local farmers markets.

The subject land is located within the Greater Bragg Creek Area Structure Plan, immediately south east of Tsuut'ina Nation Reserve. The residential development is about 1 mile to the east, and the Hamlet of Bragg Creek is located approximately 3 miles to the south east of the subject land.

**POLICY ANALYSIS:**

County Plan

Section 8 Agriculture provides policies to evaluate redesignation applications facilitating a first parcel out or the creation of smaller agricultural parcels.

Policy 8.18 outlines criteria for evaluation of redesignation and subdivision proposal for smaller agricultural parcels.





The proposed agricultural operation for raising bison would be compatible with adjacent agricultural uses, and compatible with cattle farming within the nation reserve nearby. The Applicant indicated that the smaller agricultural parcel would allow them to be more successful in operating the proposed business. The proposed bison farming and vegetable planting would promote local food businesses and service local residents. Further, the Applicant indicates that the proposed development would not have a negative impact on on-site and off-site infrastructure or services. Limited traffic is anticipated from the proposed agricultural use; therefore, a Traffic Impact Assessment is not required at this time. The proposal is consistent with the County Plan policies.

It should be noted that Range Road 52 is not constructed to standard from Fawn Hills Drive up to the subject land. At the time of subdivision, the Applicant will be required to enter into a Development Agreement with the County to upgrade Range Road 52 (approximately 3.6 km in total length) to a Regional Low Volume Standard, and construct other required road infrastructure (i.e. road approaches, a cul-de-sac at the termination point of the road, etc.) in accordance with the County's Servicing Standards.

#### Greater Bragg Creek Area Structure Plan

The subject land falls within the "New Residential Areas" policies within the GBCASP. Policy 7.4.4.f) states that a larger parcel may be considered if it will support agricultural and/or open space planning. The proposed 60 acre new parcel will be used for agricultural purposes, therefore, the proposal meets the policy.

#### Land Use Bylaw (C-8000-2020)

The proposal meets the requirements of the Agricultural, Small Parcel District (A-SML) of Land Use Bylaw (C-8000-2020).

As the application was made for RF-3 under Land Use Bylaw (C-4841-97); the parcel size of A-SML has been modified to 12.1 ha (29.99 ac) through section 312.c) as noted by the p12.1 on the land use map.

#### **OPTIONS:**

- Option #1:      Motion #1      THAT Bylaw C-8061-2020 be amended in accordance with Appendix 'B'.  
                          Motion #2      THAT Bylaw C-8061-2020 as amended be given second reading.  
                          Motion #3      THAT Bylaw C-8061-2020 as amended be given third and final reading.
- Option #2:      THAT application PL20200064 be refused.

Respectfully submitted,

Concurrence,

"Theresa Cochran"

"Al Hoggan"

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Executive Director  
Community Development Services

---

Chief Administrative Officer

XD/lt



ROCKY VIEW COUNTY

**APPENDICES:**

APPENDIX 'A': Application Referrals

APPENDIX 'B': Bylaw C-8061-2020 and Schedule A

APPENDIX 'C': Map Set

APPENDIX 'D': Landowner Letters

APPENDIX 'E': Applicant's Response Letter



## APPENDIX A: APPLICATION REFERRALS

AGENCY	COMMENTS
<b>Internal Departments</b>	
Agricultural Services	The two 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 operation, could also be carried out under the current land use designation
Planning and Development Services - Engineering	<p><b>General:</b></p> <ul style="list-style-type: none"> <li>• The review of this file is based upon the application submitted.</li> <li>• As a condition of future subdivision, the applicant will be required to enter into a Deferred Servicing Agreement outlining that future lot owners will be required to connect to County wastewater, storm water and potable water servicing when such services become available.</li> </ul> <p><b>Geotechnical:</b></p> <ul style="list-style-type: none"> <li>• Engineering has no requirements at this time.</li> <li>• Although there exists steep slopes on the subject lands, because the subject land is large, development can easily avoid the slope. Should the owner propose future development on the steep slope, this would trigger the requirement for a geotechnical slope stability analysis conducted by a qualified professional geotechnical engineer.</li> </ul> <p><b>Transportation:</b></p> <ul style="list-style-type: none"> <li>• Engineering has no requirements at this time.</li> <li>• Current access to the remainder parcel is provided via road approach off of Range Road 52, however, Range Road 52 is not constructed to standard from Fawn Hills Drive up to the subject land. As a condition of future subdivision, the applicant/owner will be required to enter into a development agreement (DA) with the County to upgrade Range Road 52 (approximately 3.6 km in total length) to a Regional Low Volume Standard as well as construct other required road infrastructure (i.e. road approaches, a cul-de-sac at the termination point of the road, etc.) in accordance with the County's Servicing Standards.</li> <li>• The applicant/owner will not be required to pay the transportation offsite levy, as per the applicable TOL bylaw at time of subdivision approval, as the subject land is located within the agricultural land use district.</li> </ul> <p><b>Sanitary/Waste Water:</b></p> <ul style="list-style-type: none"> <li>• Engineering has no requirements at this time.</li> <li>• The applicant is not required to demonstrate adequate servicing for Lot 1 and the remainder parcel, as per the County's Residential Water and</li> </ul>



AGENCY	COMMENTS
	<p>Sewer Requirements Policy (C-411), since the subject lands are located in the Ranch and Farm land use district and are greater than 30 acres in size.</p> <p><b>Water Supply And Waterworks:</b></p> <ul style="list-style-type: none"> <li>• Engineering has no requirements at this time.</li> <li>• The applicant is not required to demonstrate adequate servicing for Lot 1 and the remainder parcel, as per the County's Residential Water and Sewer Requirements Policy (C-411), since the subject lands are located in the Ranch and Farm land use district and are greater than 30 acres in size.</li> </ul> <p><b>Storm Water Management:</b></p> <ul style="list-style-type: none"> <li>• Engineering has no requirements at time time.</li> <li>• The proposed development is expected to have minimal impact to existing drainage conditions.</li> </ul> <p><b>Environmental:</b></p> <ul style="list-style-type: none"> <li>• Engineering has no requirements at this time.</li> <li>• The applicant/owner will be responsible to obtain all required AEP approvals should the proposed development impact any wetlands.</li> </ul>
Transportation	<p>Transportation Services has the following recommendations/advisories/comments regarding this application:</p> <ul style="list-style-type: none"> <li>• Recommend a Traffic Impact Assessment (TIA) to confirm if traffic generated from the development/business will require upgrade to County Road Network.</li> <li>• Applicant to confirm access to development / subdivided lots.</li> </ul>

Circulation date: June 4, 2020 – June 25, 2020

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



ROCKY VIEW COUNTY

## BYLAW C-8061-2020

A Bylaw of Rocky View County to amend Land Use Bylaw ~~C-4841-97~~ **C-8000-2020**.

The Council of Rocky View County enacts as follows:

### PART 1 - TITLE

This Bylaw shall be known as Bylaw C-8061-2020.

### PART 2 - DEFINITIONS

In this Bylaw, the definitions and terms shall have the meanings given to them in Land Use Bylaw ~~C-4841-97~~ **C-8000-2020** and the *Municipal Government Act*.

### PART 3 - EFFECT OF BYLAW

**THAT** Part 5, Land Use Map No.39 and No.39 NE of Bylaw ~~C-4841-97~~ **C-8000-2020** be amended by redesignating a portion of NE-27-23-05-W05M from Ranch and Farm District **Agricultural, General District (A-GEN) to Agricultural, Small Parcel District (A-SML p12.1)** Ranch and Farm Three District, as shown on the attached Schedule 'A' forming part of this Bylaw.

**THAT** A portion of NE-27-23-05-W05M, is hereby redesignated to **Agricultural, Small Parcel District (A-SML p12.1)** Ranch and Farm Three District, as shown on the attached Schedule 'A' forming part of this Bylaw.

### PART 4 - TRANSITIONAL

Bylaw C-8061-2020 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*.

**Bylaw C-8061-2020 comes into full force and effect when Rocky View County Land Use Bylaw C-8000-2020 comes into full force and effect.**

**Division: 1**

**File: 03927001 / PL20200064**

READ A FIRST TIME IN COUNCIL this 23 day of June , 2020

*PUBLIC HEARING WAS HELD IN COUNCIL this* day of , 2020

READ A SECOND TIME IN COUNCIL this day of , 2020

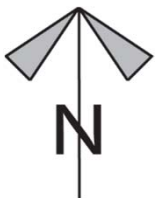
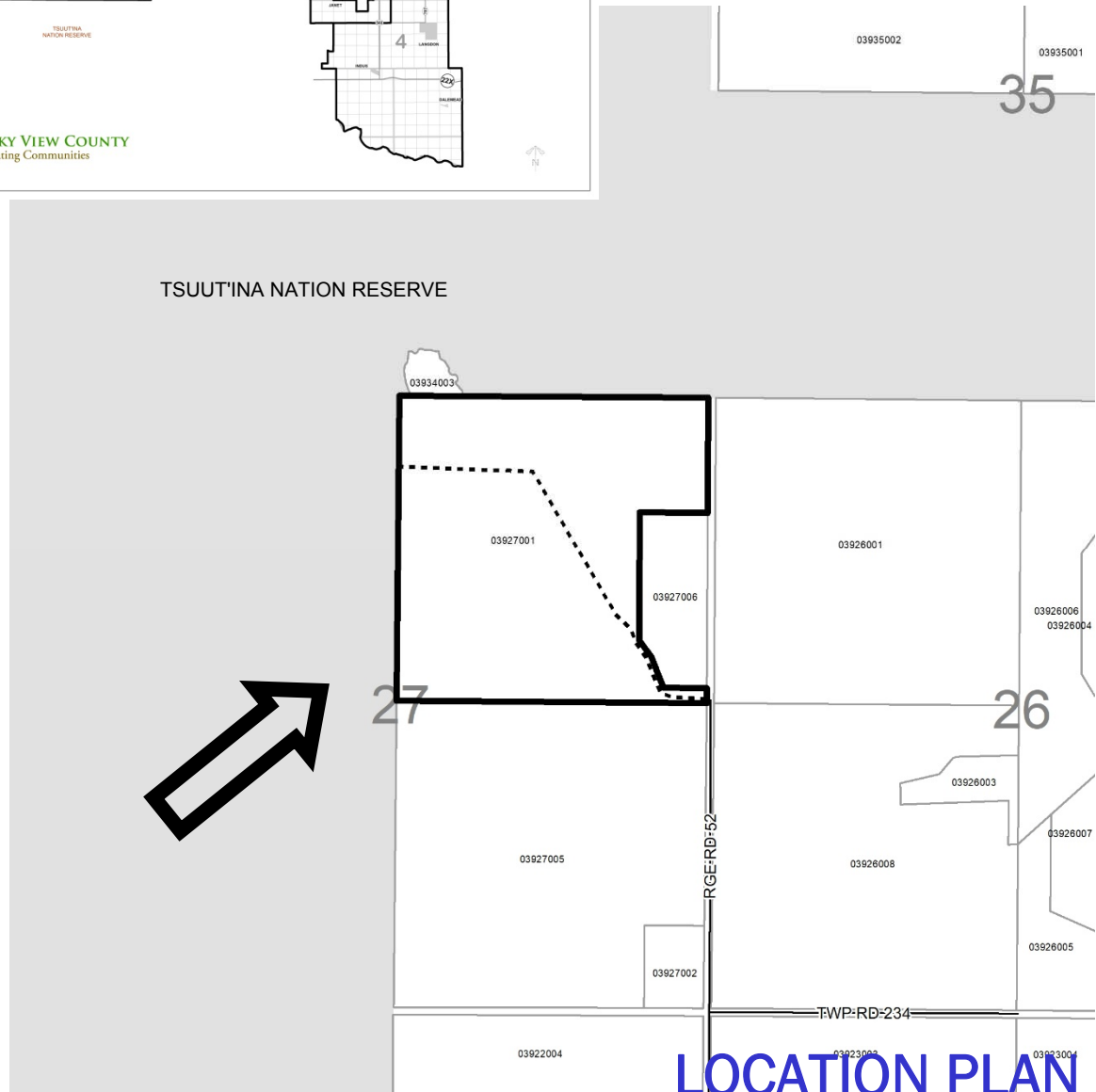
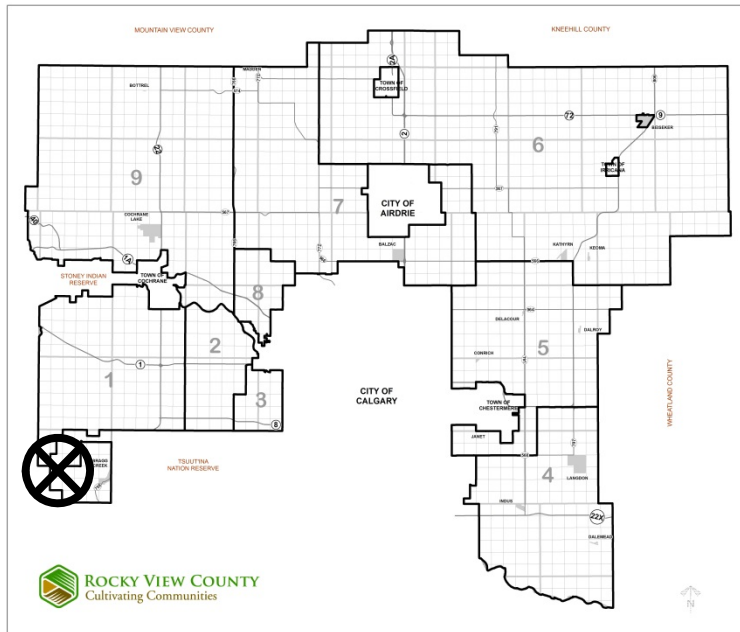
READ A THIRD TIME IN COUNCIL this day of , 2020

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
CAO or Designate

\_\_\_\_\_  
Date Bylaw Signed

Page 72 of 593  
ROCKY VIEW COUNTY



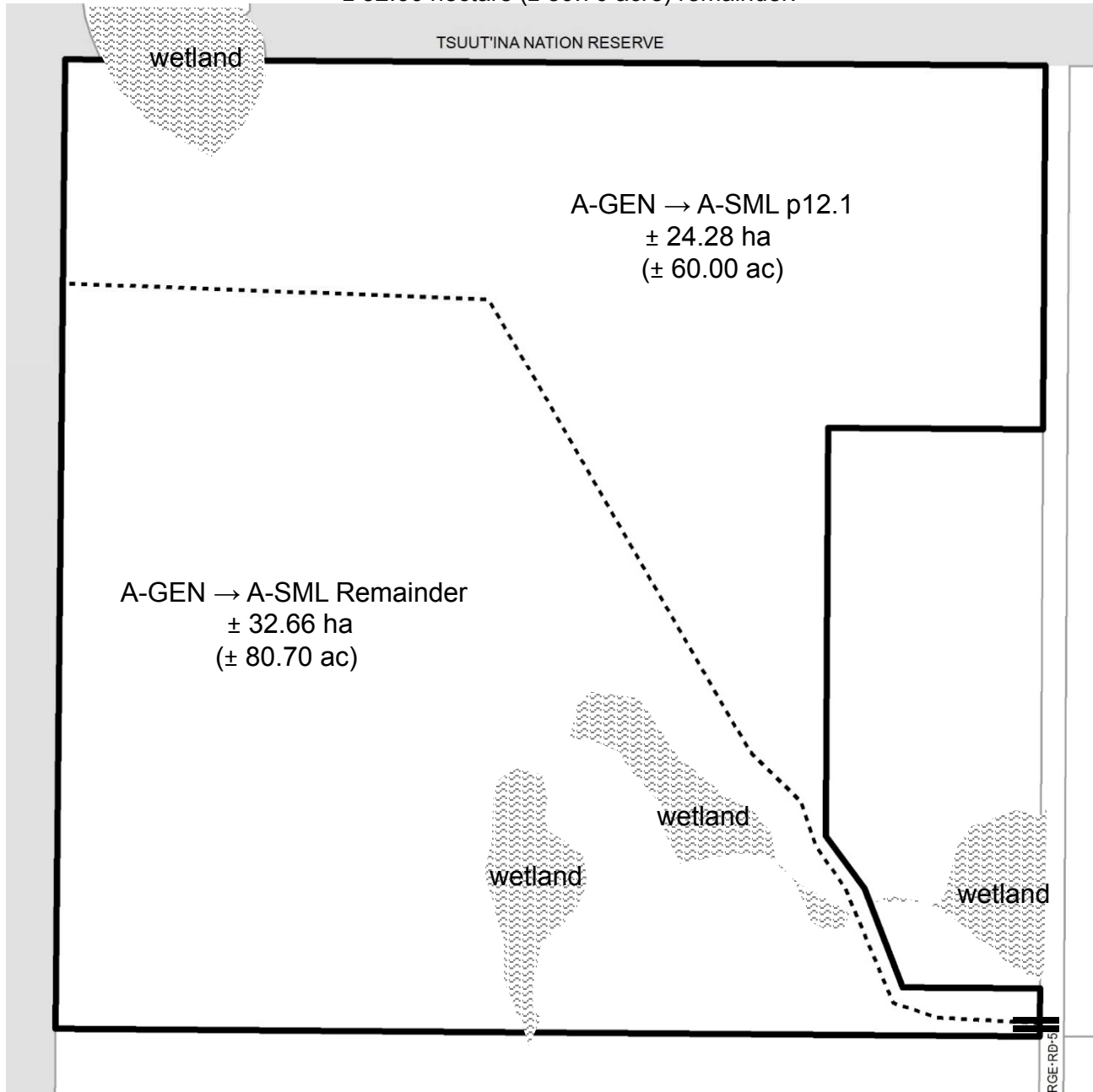
**A portion of NE-27-23-05-W05M**

Date: May 27, 2020

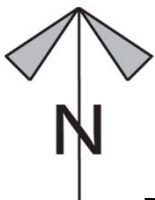
Application: PL20200064

File: 03927001

**Redesignation Proposal:** To redesignate the subject lands from Agricultural, General District (A-GEN) to Agricultural, Small Parcel District (A-SML p12.1) and Agricultural, Small Parcel District (A-SML) to facilitate the creation of a  $\pm 24.28$  hectare ( $\pm 60.00$  acre) new lot (Lot 1) with a  $\pm 32.66$  hectare ( $\pm 80.70$  acre) remainder.



## DEVELOPMENT PROPOSAL



**A portion of NE-27-23-05-W05M**

Date: May 27, 2020

Application: PL20200064

File: 03927001

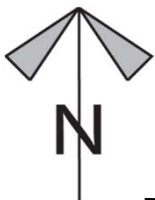




Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

**AIR PHOTO**

*Spring 2018*

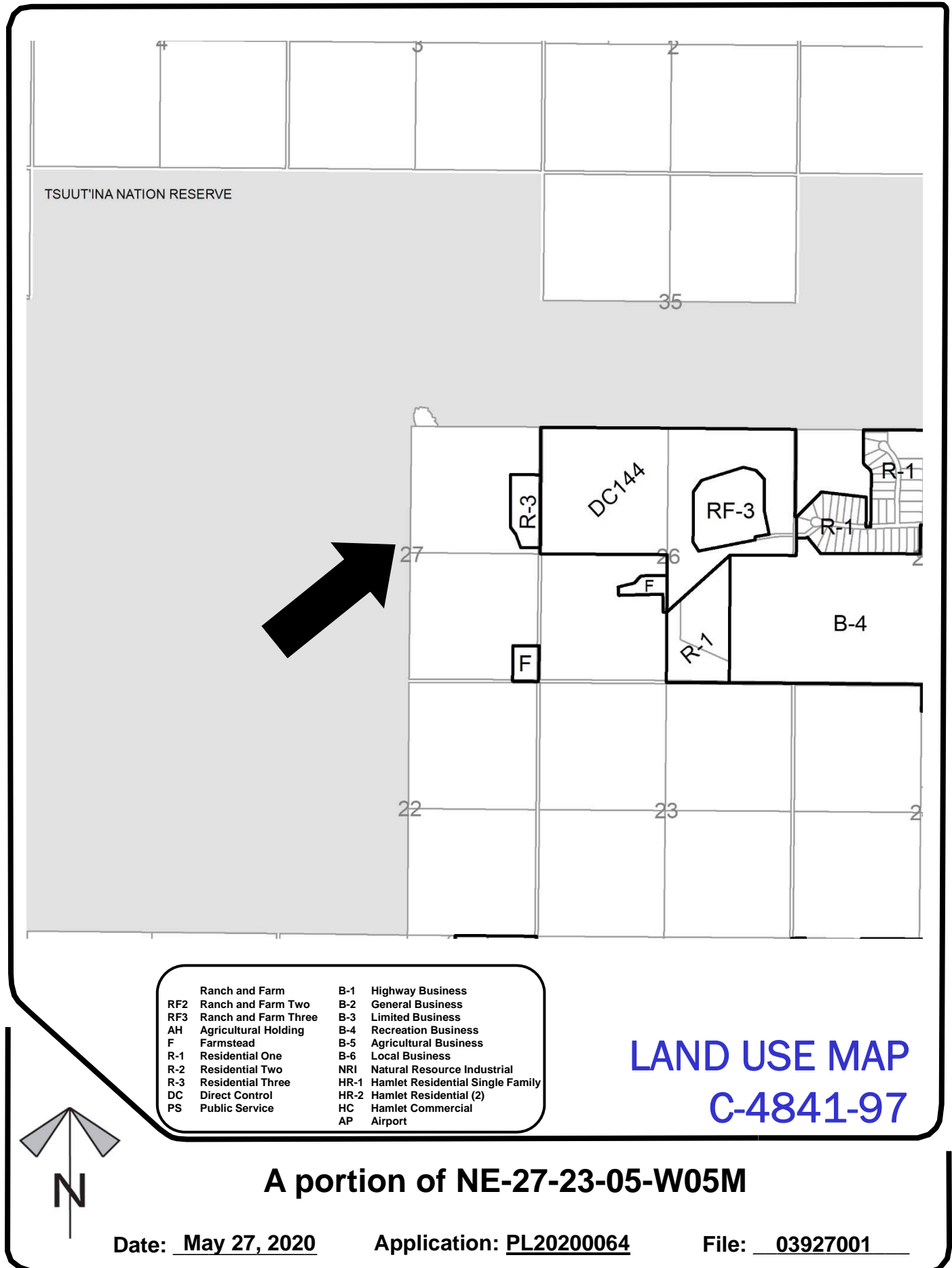


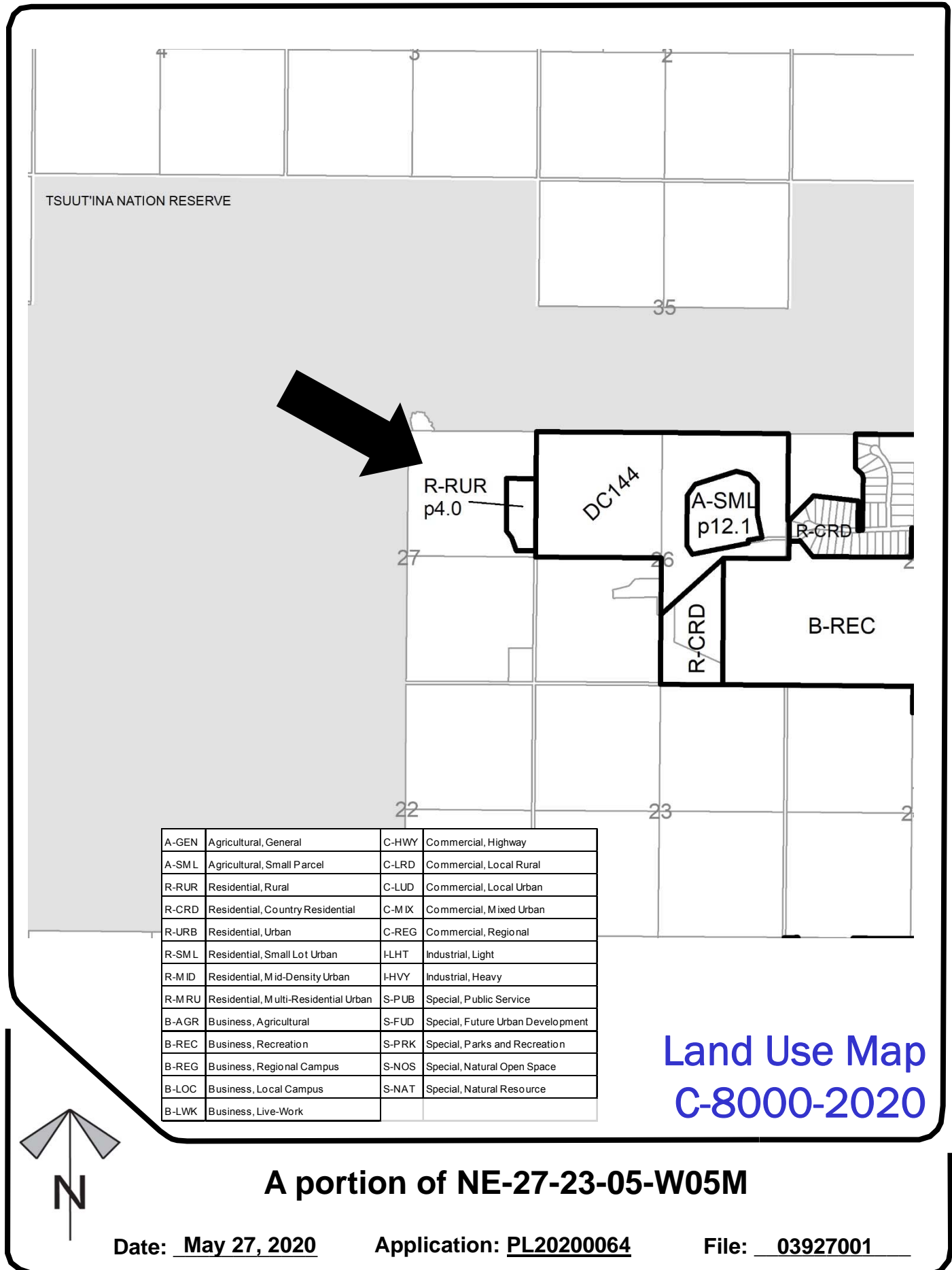
**A portion of NE-27-23-05-W05M**

Date: May 27, 2020

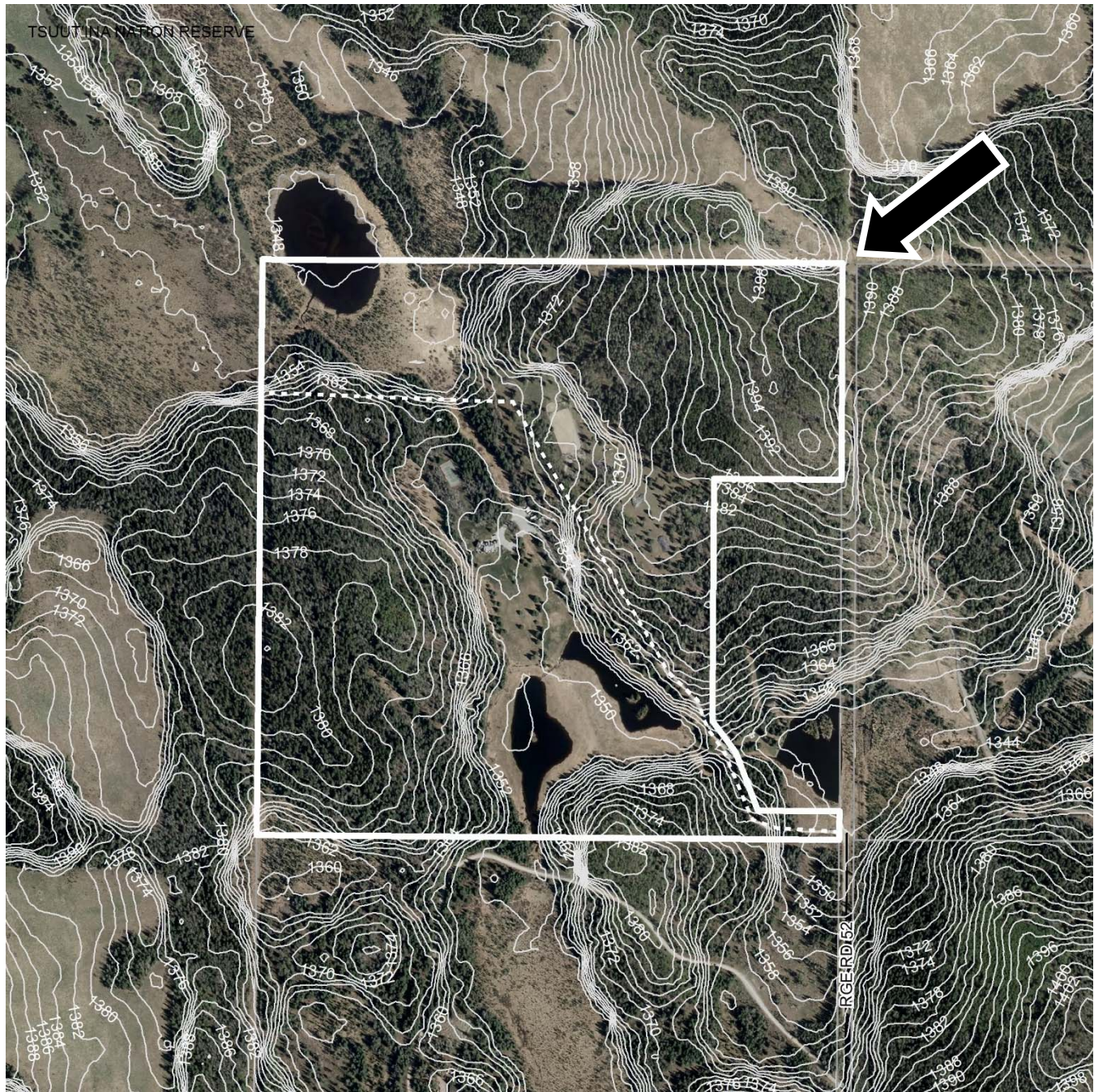
Application: PL20200064

File: 03927001





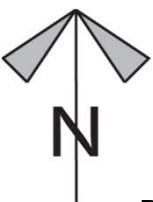




Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

**TOPOGRAPHY**

*Contour Interval 2 M*



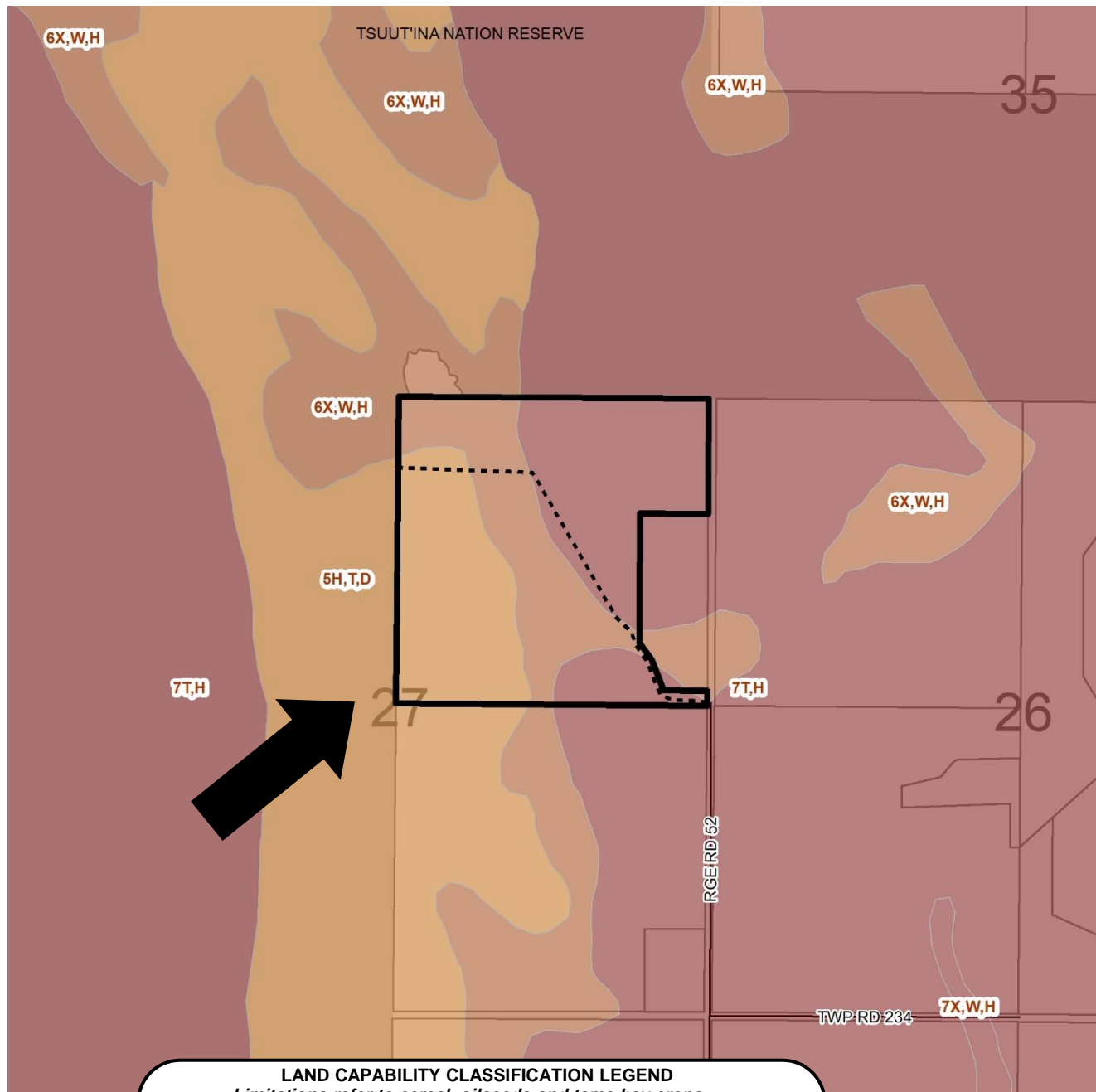
**A portion of NE-27-23-05-W05M**

Date: May 27, 2020

Application: PL20200064

File: 03927001





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

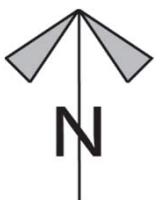
**CLI Class**

- 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**

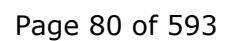


**A portion of NE-27-23-05-W05M**

Date: May 27, 2020

Application: PL20200064

File: 03927001



Date: July 24, 2020

Subject: PL20200064-03927001, Range Road 52, North Bragg Creek

To: Xin Deng, Senior Municipal Planner

Dear Ms. Deng:

We are writing in opposition to the proposed subdivision of the previously subdivided quarter section at the terminus of Range Road 52 in North Bragg Creek. Opposition to this proposal is based on two main factors:

1. Planning Policy of the Greater Bragg Creek Area Structure Plan as well as the Rocky View County Master Agricultural Plan and County Plan 2013:
  - a. The Greater Bragg Creek Area Structure Plan classifies this parcel as New Residential which mandates comprehensive planning, under the policy formula for Gross Developable Acreage of lots sized of .5 acres to 2 acres to be connected to communal water and wastewater. The policy goal of the GBCASP was to encourage SMART (Cluster) Development, rather than fragmentation of the Agriculturally Zoned land base and to minimize the impact of residential development on the wetlands, limited water table, and forest cover as mapped in the Resource Inventory Analysis of the GBCASP. First parcel out was supported under the Greater Bragg Creek Area Structure Plan and a 20 acre parcel was separated prior to the purchase of this 140 acre parcel by the applicant; this subdivided parcel was zoned R-3 and was sold as for an Equine use.

The Greater Bragg Creek Area Structure Plan does not permit arbitrary large parcels to be subdivided.

- b. The zoning of the parcel to be subdivided is Ranch and Farm and is presently being advertised through VRBO and airbnb as a commercial property under Short Term Rental Accommodation (with accommodation for up to 16); last summer, prior to the Covid epidemic, it was advertised and functioned as an Event Center and the present descripton still states "Parties/Events allowed". There have been numerous issues with the road use and related noise. This does not fit the County Agricultural

p.2/Breakey/re:PL2020064-03927001

Master Plan Policy of “new and unique agricultural use” but is rather a subdivision for the sake of resale.

## 2. Road Safety Standards and related liability under the Revised Land Use Bylaw May 2020

- a. The undeveloped portion of Range Road 52 was developed under a private “close and lease” agreement with the County in 1989 in order to construct the first residence on the quarter section NE22 Township 22 Range 5 w5M; an access road was then extended up the steepest slopes within the road allowance, to build 3 more residences over the next few years, also under Private Road Agreements. Two First Parcel out subdivisions were taken together with another private road agreement on the Township Road which resulted in a total of 8 access roads to residences, from the Highland Stock Farm gate, as well as several vacant parcels not yet developed. The private road agreements lapsed and the County declared that Range Road 52 was a Regional Low Volume access road. However, development post the private road agreements was not required to upgrade what was built essentially as private access roads for the first few homes.

The history of Range Road 52 extension has created a situation in 2020 of a non standard road with variably unsafe conditions and continued liability to the County should future use be approved without upgrades from the developer/applicant. Range Road 52 is classified, under the Road Standards of the 2020 Land Use Bylaw as a “Regional Low Volume Road”. Table 400-F indicates that this is the lowest standard for a two-lane gravel road, generally servicing a small number of residences with a posted speed of 60 km/hr, a Right of Way of 20 m. with a minimum surface width of 7.0 m and a maximum of 9.0 m. Minimum ditching must be 1 m. Maximum slopes are under 8 percent. None of these conditions are met.

There are presently at least four blind hills with one suspended intersection; gradients on these hills are well in excess of the allowable 8 percent slopes. There is no ditching and the road is regularly dangerously rutted; at least one erupted section has been



*p.3/Breakey/re:PL2020064-03927001*

signed but nor repaired by the County this summer, due to an undiverted spring and the County has posted a "Road Impassable at times" sign. Road width is well under the allowable 7 m., it is often impossible to pass oncoming traffic with safety. Road maintenance by the County is minimal and consists of one gravel and grading and one snow clearing per annum.

At the very least, a Traffic Impact Assessment should be required both in the context of the Development Permit for the Vacation Home property as well as the proposed subdivision.

Range Road 52 was considered in the Technical Analysis for Emergency Egress from West Bragg Creek and was determined to be many multiples more expensive to upgrade and build than the Wintergreen Road extension. It has been adequate for access to our quarter section as we have not had to deal with the numerous steep gradients and extremely narrow road widths without shoulders which extend north from our gate. However, the road is at the maximum of road use and well below the standards of a Regional Low Volume Road. Extensive upgrades must be required, prior to any new subdivision and development to handle the increase in volume of road traffic planned through future subdivision.

Kindest Regards,  
Liz and Alan Breakey  
NE/4 Section 22, Township 22 Rge 5 W5M  
(1 Km. south of proposed subdivision)

WALTER VERKLEIJ  
[REDACTED]  
[REDACTED]

August 11, 2020

VIA FACSIMILE - (403) 277-3066

Planning Services Department  
Rocky View County  
262075 Rocky View Point  
Rocky View County, AB T4A 0X2

Attention: Ms. Xin Deng, Municipal Planner

Re: File Number: 03927001  
Application Number: PL20200064  
Division: 1  
Applicants/Owners: Jill Perras and Jaro Wardwell

Dear Ms. Deng:

As a full-time resident of Bragg Creek, and as a landowner who Rocky View County (RVC) has identified as owning land in the immediate vicinity of the land subject to the application, I appreciate the opportunity to provide comments in response to the Applicants' letter of August 7, 2020.

Before moving on to a more detailed discussion of the issues, I should note that, contrary to the Applicants' assertion, at no time have I caused Range Road 52 (Road) to be blocked. Further, the two pictures of the Road taken by Applicants following Spring maintenance by RVC are simply snapshots in time, and fail to show the accumulated damage due to Airbnb traffic.

**I. Applicants do not Contest that the Redesignation Application (RA) Violates the Municipal Development Plan (MDP) and Greater Bragg Creek Area Structure Plan (GBCASP)**

The Applicants do not contest that the RA flies in the face of the MDP and GBCASP. Instead, as more fully discussed below, they seek to rely upon provisions of the RVC County Plan, as amended April 10, 2018.

The MDP states in Section 4.3 that "[t]he quarter section as the basic agricultural land unit is encouraged, and subdivision of this land unit will be discouraged...." Section 4.11 e)

Planning Services Department

August 11, 2020

Page 2 of 6

states that once a Farmstead or first parcel out has been created, “the balance of the quarter section is maintained as an agricultural land use.” (Source: MDP, 1998, pp. 15-19)

The County Plan reinforces the conclusion that the 140 acres should remain un-divided. The portion of the County Plan which discusses first parcel out states that a first parcel out should be supported if “the balance of the *un-divided quarter section* is maintained as an agricultural land use.” (Source: County Plan, 2018, p. 38; italics in original) A first parcel out was taken on this quarter section several years ago. Pursuant to the provisions of the MDP and the County Plan, the remainder of this quarter section properly should remain “un-divided.”

In their letter, Applicants state: “We are not making a first parcel out application.” The issue is not whether the Applicants are making a first parcel out application. The point is that nowhere in the MDP or County Plan does it state that a change in the land ownership voids the conditions of the first parcel out. One of the conditions of a first parcel out is that the remainder of the quarter section stay un-divided. Further subdivision of a quarter section would be in conflict with public opinion and the goals and objectives of the GBCASP and the provisions of the MDP and County Plan, and would lead to the endless fragmentation of agricultural land.

On these grounds alone the RA should be denied.

## **II. Applicants’ Reliance on the County Plan is Misplaced**

In their letter, Applicants refer to portions of the RVC County Plan, Part II. B. 8.0 - Agriculture, to support the RA. A closer examination of the Agriculture section of the County Plan, however, demonstrates that its provisions do not support a redesignation of the subject land.

Applicants first point to Sections 8.7 and 8.8. While the plan of RVC is to support and encourage agriculture operations, small scale agriculture should be “value-added.” (Source: County Plan, Part II. B. 8.7 & 8.8, p. 38) There is nothing to suggest a bison herd, and the growing of organic vegetables, would be a “value-added” agricultural operation as defined by the County Plan.

Section 8.10 also envisions a “road network” that would allow for the safe and timely movement of Applicants’ goods. (Source: County Plan, p. 38) Based upon the condition of the Road, as discussed in my letter dated July 30, 2020, it certainly could not withstand the added stress and strain of bison movement and repeated hauling of feed and produce.

Applicants also refer to Section 8.15 which indicates support for a range of parcel sizes “where appropriate.” (Source: County Plan, p. 38) The criteria used to determine the appropriateness of parcel sizes are listed in that portion of 8.0 entitled: *Redesignation and*



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*Subdivision for Agricultural Purposes.* (Source: County Plan, p. 39) The RA fails to meet the criteria set forth.

In the first paragraph of the *Redesignation and Subdivision for Agricultural Purposes* section, reference is made to “parcel sizes” in the context of “acknowledging that emerging trends in agriculture may be successfully developed on smaller parcels of land.” Bison farming and growing organic vegetables are not “emerging trends” in agriculture. Nor would this result in agricultural diversification. There has been bison farming in Alberta since the early 1900s when the Pablo-Allard bison herd was shipped from Montana. As demonstrated by local farmers’ markets, and grocery stores, organic vegetable farming has been around for decades.

The *Redesignation* section goes on to set forth the criteria used to evaluate redesignation proposals. (Source: County Plan, p. 39) They are:

- a. A similar pattern of nearby small agricultural operations;
- b. A planning rationale justifying why the existing land use and parcel size cannot accommodate the *new or distinct agricultural operation*;
- c. A demonstration of the need for the new agricultural operation;
- d. An assessment of the proposed parcel size and design, to demonstrate it is capable of supporting the new or distinct agricultural operation. Site assessment criteria include:
  - i. suitable soil characteristics and topography;
  - ii. suitable on-site infrastructure for the proposed use. Required infrastructure may include access areas, water wells, irrigation and sewage infrastructure, and manure management capability; and
  - iii. compatibility with existing uses on the parent parcel and adjacent lands;
- e. An assessment of the impact on, and potential upgrades to, County infrastructure; and
- f. An assessment of the impact on the environment including air quality, surface water, and ground water.

While Applicants refer on page 3 of their August 7, 2020 letter to paragraph a., in fact, there is no “...similar pattern of nearby small agricultural operations...” to that which is proposed by the Applicants. There are ranching operations on the Road, however, there is no bison farming. Many years ago, there was a bison operation on a quarter section located on the Road, but it was terminated. The nearest bison ranches are in Olds and Airdrie. Moreover, the ranching operations on the Road are not on small lots. Both are on one or more quarter sections. Further, a single 1,500 square feet micro greens operation does not establish a *pattern* of small agricultural operations in the Bragg Creek area.

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Regarding the application of other criteria, there is no planning rationale that justifies dividing the 140 acres into two parcels. In their letter, dated May 25, 2020, Applicants state that the 80 acres are "...not suitable for the new agricultural use." being proposed, and describe the parent parcel as densely treed and not suitable for livestock and vegetable production. In the same letter, Applicants state that the 60 acres are somehow better suited for the proposed bison and vegetable farming. Without a proper agronomy report and soil testing there is no scientific basis for this conclusion.

A view of the subject property, using Google satellite imaging (see below), shows the 60 acres to be just as densely treed as the 80 acre parent parcel and with little grazing area. The areas around the tennis court and other structures that could possibly serve as grazing areas would remain part of the 80 acre parent parcel. The grazing area visible on satellite imaging is around a lake that extends onto Tsuut'ina Nation Lands. To avoid contamination of this lake, presumably, it would have to be fenced off. It appears that the fish ponds referred to by Applicants in their letter could be fenced off as well as a way to avoid further subdivision of the 140 acres.

According to their May 25, 2020 letter, Applicants propose to operate a bison herd of 30 animals or 2 acres per animal. The Bison Producers of Alberta website shows the stocking rates (or Animal Unit Months [AUM]) under almost perfect pasture and precipitation conditions. (Source: [www.bisoncentre.com](http://www.bisoncentre.com)) As stated above, the Google satellite image shows the 60 acres to be a mostly treed area, incapable of producing enough forage or AUMs to sustain a viable bison herd. Indeed, bison roamed the plains in North America for centuries and it is difficult to see how 60 acres would be better for a bison herd than 140 acres. The options available to the Applicants would be to clear the 60 acres to open more areas for grazing; reduce the herd size to the point it becomes a meaningless agricultural operation; or turn the 60 acres into a feedlot. The latter would create substantial environmental issues including manure management and water and soil contamination of the fragile and sensitive water and wetlands areas. If there is a need to clear trees to create grazing areas, that could be done on the parent parcel as well, which would eliminate the need to further subdivide the 140 acres.

Moreover, as set forth in Appendix A, Section 7 of the 2011 Agricultural Master Plan, if "...a landowner is serious about starting a new and expanded operation, and permanently fragmenting the land base to support it, they should be required to demonstrate sufficient information in these areas." The RA does not meet this standard.

A bison farming and vegetable growing operation would add strain to the RVC infrastructure as it would involve moving the bison and hauling feed and produce on a regular basis. In fact, it would exacerbate the already poor Road conditions.



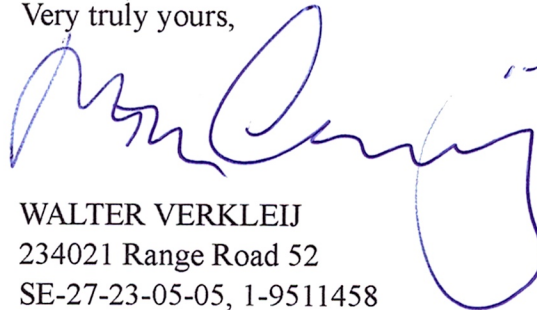
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In summary, the RA fails to meet the criteria laid out in Section 8.0 and should be denied. Bison farming and vegetable growing operations are not new, innovative, or part of an emerging trend. Applicants' proposed operations would not diversify the agricultural economy, and there is no planning rationale that justifies why the existing 140 acres could not accommodate the proposed operations. It is very unfortunate that the Applicants are experiencing challenges with their current property, as outlined in their May 25, 2020 letter. Nevertheless, RVC should adhere to the provisions of the Municipal Development Plan, the County Plan and the Greater Bragg Creek Area Structure Plan, which counsel against fragmentation of agricultural lands. Approval of the RA would set a precedent that would encourage efforts to subdivide. Resulting subdivisions would lead to the unwanted fragmentation of agricultural lands in this and other areas of RVC.

### III. Conclusion

Based upon my comments set forth herein, as well as in my letter dated July 30, 2020, the undersigned property owner respectfully requests that Rocky View County deny the Redesignation Application.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Walter Verkley', is written over the typed name and address.

WALTER VERKLEY  
234021 Range Road 52  
SE-27-23-05-05, 1-9511458

Cc: Mark Kamachi, Councillor, Division 1  
Dominic Kazmierczak, Supervisor Planning (Policy), Planning Services Department





WALTER VERKLEIJ  
P. O. BOX 1055  
BRAGG CREEK, AB T0L 0K0

July 30, 2020

VIA FACSIMILE - (403) 277-3066

Planning Services Department  
Rocky View County  
262075 Rocky View Point  
Rocky View County, AB T4A 0X2

Attention: Ms. Xin Deng, Municipal Planner

Re: File Number: 03927001  
Application Number: PL20200064  
Division: 1  
Applicants/Owners: Jill Perras and Jaro Wardwell

Dear Ms. Deng:

Thank you for extending the deadline to July 31, 2020, for submission of comments in response to the above-referenced Redesignation Application (RA). The additional time has been most helpful in preparing this letter. I am writing in opposition to the RA and request that it be denied. As more fully discussed in Section I. below, the RA violates the existing Municipal Development Plan (MDP), is in conflict with the Greater Bragg Creek Area Structure Plan (GBCASP), and is premature. Before any consideration of a redesignation, Rocky View County (RVC) should first consider and address the continuous negative impact of the operation of the Applicants' existing Airbnb on Range Road 52 (Road), the surrounding property owners and the local business community.

#### **I. Redesignation Application**

##### **1. RA Violates the MDP and is in Conflict With the GBCASP**

Although a new Municipal Development Plan is currently being developed, it is assumed that the existing MDP remains operative and, therefore, applies to this RA.

The land in this part of Greater Bragg Creek consists mainly of quarter sections. (Source: GBCASP, Figure 4, p. 17) Section 4.3 of the MDP informs us that the quarter section is the basic agricultural land unit and that, with the exception of the creation of a Farmstead District, "... *subdivision of this land unit will be discouraged...*" (Source: MDP, 1998, p. 15) The previous



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owners of the subject property completed a Farmstead District (or first parcel out) several years ago. Section 4.11 e) of the MDP explicitly states that as a condition for creating a Farmstead District (or first parcel out) “...*the balance of the quarter section is maintained as an agricultural land use.*” (Source: MDP, 1998, p. 17) Both the RF (A-GEN) and RF-3 (A-SML) categories are classified as agricultural under the new Land Use Bylaw, which is to be effective September 8, 2020. (Source: Land Use Bylaw, Table 8, p. 49) A change in land ownership should not void or invalidate Section 4.11 e); otherwise, this section of the MDP would be meaningless. Ignoring this provision would allow every future landowner to bypass Section 4.11 e) and create their own first parcel out. This, in turn, would cause endless fragmentation of agricultural land.

It is also important to note that fragmentation of agricultural land is looked upon negatively by many residents of RVC. To quote from the October 2019 Municipal Development Plan - Stage 1 Public Engagement Summary, at p. 13: “*People did not want to see increased fragmentation of land and the associated servicing gaps that ‘leap-frog’ development has created.*”

To approve the RA would violate the MDP as there has already been a first parcel out from this property. It would also be contrary to the goals and objectives of the GBCASP, which do not permit arbitrary fragmentation of land into large blocks as this application seeks to do. Therefore, the RA should be denied.

## 2. Approval of RA Would Weaken Agricultural Master Plan Vision

The subject land is designated as Ranch and Farm District (RF). The vision of the Agricultural Master Plan (AMP) is “...*to support both existing agricultural operations and provide new opportunities for diversification of the agriculture industry in the County for the next generation of farmers.*” (Source: MDP, 2011, p. 1) There are at least two ranching operations along the Road. In this case, there is nothing to indicate that approval of the Applicants’ RA would ensure the County’s vision of supporting existing and new agricultural opportunities. The RA should be denied.

## 3. Applicants’ RA is Premature

In May 2019, Council suspended Land Use Bylaw compliance enforcement pending the drafting and adoption of the new Land Use Bylaw. According to Dominic Kazmierczak, Supervisor Planning, once the new Bylaw is adopted, RVC “...*will review compliance matters on short-term rentals.*” (Source: email exchange between Dominic Kazmierczak and author, dated July 23, 2020) Although compliance enforcement has been suspended, complaints arising from the operation of the Airbnb have been communicated to the local RCMP and RVC Bylaw Enforcement Services.

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Further, while the Applicants' intent in seeking the redesignation is unknown at this point, it should be recognized and acknowledged that, pursuant to the new Land Use Bylaw, the permitted and discretionary uses under the RF (A-GEN) and RF-3 (A-SML) categories are broad and many. (Source: Land Use Bylaw, 2020, pp. 52 - 55) The broad discretionary uses include a bed and breakfast, vacation rental, recreation, farmers market, and film production. The long-term consequences of many of the uses would be severe as they would, undoubtedly, result in more complaints, and would greatly exacerbate the already destructive and dangerous increase in traffic, and stress and strain on the limited carrying capacity of the land to absorb the increased demand for water and discharge of waste water and sewage.

Thus, the RA is premature and should be denied on this ground as well. I submit that RVC should first consider and address the circumstances giving rise to complaints and the negative neighbourhood effects discussed in Section II. below.

## II. Neighbourhood Effects of Applicants' Airbnb Operation

### I. Overview

I do not know if the property should be referred to as a vacation rental, bed and breakfast, special function business or something else entirely. Therefore, for purposes of this letter, I refer to the Applicants' property as an Airbnb, not only because they advertise on the Airbnb website but also because "...[n]o development permit applications have been submitted for the uses on the property." (Source: email exchange between Dominic Kazmierczak and author, dated July 23, 2020)

An Airbnb is a perfect example of what economists call an "externality." An externality describes an economic activity where, as in this case, all positive economic benefits of the activity accrue to Ms. Perras and Mr. Wardwell, whereas all negative economic costs or negative "neighbourhood effects" arising from the activity are externalized over other property owners along the Road and the local business community.

I have provided a link to the Applicants' [airbnb.ca](https://www.airbnb.ca/rooms/25481308?location=Braap%20Creek%2C%20AB&source_impression_id=p3_1595532763_%2B4wxw1hT6FXDoJTd&guests=1&adults=1) website showing the details of their operation: [https://www.airbnb.ca/rooms/25481308?location=Braap%20Creek%2C%20AB&source\\_impression\\_id=p3\\_1595532763\\_%2B4wxw1hT6FXDoJTd&guests=1&adults=1](https://www.airbnb.ca/rooms/25481308?location=Braap%20Creek%2C%20AB&source_impression_id=p3_1595532763_%2B4wxw1hT6FXDoJTd&guests=1&adults=1). In addition to the two owners who reside on site, the property is advertised as accommodating up to 12 guests in five bedrooms indoors and up to four guests in a private glamping tent outdoors. There is also an indoor pool and, at one point, there was a large, heated and fully equipped party tent on the property to accommodate weddings and special events. These details also can be found on the Vrbo website, which further advertises that parties and events are allowed. Please click on the following link: <https://www.vrbo.com/en-ca/cottage-rental/p1337672vb?noDates=true>.

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The Airbnb has been booked frequently during the last two years and has hosted special events and weddings, exceeding 100 attendees. A quick perusal of the review section of their Airbnb website will confirm this. The impact on the neighbouring property owners in terms of increased traffic, cumulative Road damage, increased fire risk, excess demands on water and sewage, and noise have been enormous and cannot be overstated. Just try to imagine a weekend wedding or birthday party of 100 or more invitees with cars and shuttles going up and down Range Road 52.

## 2. Range Road 52 - Traffic, Safety, Damage & Liability

The history of the Road is that it was built and maintained by some of the original property owners along the Road until RVC changed the bylaws, designated it a Regional Low Volume Road and took over the responsibility for its maintenance. The scheduled annual maintenance by RVC consists of one gravel/grading and one snow clearing. Additional maintenance is only triggered if the Road conditions become extremely unsafe. (Sources: email exchange between Xin Deng and Alyson Hughes, dated July 21, 2020, and email exchange between Kurt Wagner and author, dated November 13, 2015) The Road provides access to eight properties and was never built or maintained to withstand the increase in traffic caused by the Airbnb. A visual inspection after rain shows how little resilience the Road has left. The pot holes, ruts, and washed away gravel, serve as constant reminders that the increased Airbnb traffic is exceeding the capacity of the Road. Additionally, the Road has many blind spots, making driving a challenge for those unfamiliar with it. On numerous occasions, Airbnb guests have had to be pulled out of a ditch.

Also, it is my understanding that, due to the slope of the Road, an ambulance service would not come to a property along the Road. For the same reason, school buses do not come to a property to pick up school-aged children. Instead, parents must drive down the Road to meet their children's school bus. This further demonstrates concern about road safety.

It appears it would be in the interest of RVC to do a liability analysis (if not done already) to determine its potential exposure should a significant accident, directly linked to the condition of the Road and the Airbnb, occur on Range Road 52.

I encourage you to come and drive the Road to see the conditions for yourself.

## 3. Water & Sewage

The property at issue is situated in a large, sensitive water and wetlands area consisting of streams, seasonal springs and several lakes that run well past the property. For example, one of the lakes connects to a property to the South and another, to the North, extends onto Tsuu T'ina Nation land and is owned partly by RVC. (Sources: Resource Inventory and Sensitivity Analysis,

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February 2006, Figure 3 and Tax Roll 03934003) During the last two years that the Airbnb has been in operation, the increased demand for water and the impact of disposal of sewage and waste water on the septic system must have been tremendous. Although the property is situated on 140 acres, the previous owners consisted of a family of four. A family of four and a wedding party of 100 are of a very different order of magnitude and the latter has a very different long-term impact in terms of water demand and waste water and sewage discharge. Please keep in mind that the Airbnb also has an indoor pool which presumably needs to be refilled several times a year. Furthermore, it is very likely that the property to the South of the subject property accesses the same aquifer for its water needs. We do not know how the aquifer is being affected. Water is a scarce and precious resource and has been recognized as such in the GBCASP.

#### 4. Fire & Noise

Outdoor weddings and parties hosted by the Airbnb involve many people, fire pits, smoking and noise. It is my understanding that in case of a fire, the fire department would not come to a property along the Road due to lack of water and, again, due to the slope of the Road. The greater the number of attendees, the greater the risk of fire. If an out of control fire would occur as a result of an event at the subject property, it would have severe consequences, not only for the property owners but also for the community at large and nearby Kananaskis Country.

The property is located in a valley and noise carries over a great distance. Noise from the Airbnb has generated and, undoubtedly, will continue to generate, complaints. Unfortunately, when I called the RCMP they advised that they would call the owners of the Airbnb but would not come out to the property. They wanted to know if I could still hear the noise if I went inside, putting, of course, the responsibility of dealing with the noise on me instead of the Airbnb.

#### 5. Airbnb has an Unfair Economic Advantage

The owners have not submitted a development permit for the uses of their property, and, therefore, it gives them an unfair economic advantage over other businesses in the Bragg Creek area. Under the new Land Use Bylaw, regular bed and breakfast accommodations, which have operated throughout RVC for many years, are limited to three bedrooms. This property offers five bedrooms and a glamping tent; however, without a development permit, we do not know its proper classification or the terms and conditions under which it can operate.

In conclusion, the only public policy recourse for the property owners and local business community to protect their property rights is through a Development Permit (DP) process. It is impractical for each individual to separately address the negative neighbourhood effects with the owners of the Airbnb. Any DP process for the Airbnb properly should include traffic impact and Road safety studies, strict fire and noise prohibitions and penalties, and appropriate waste water and sewage (septic), continuity, and groundwater studies. Understanding and addressing the

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issues arising from the operation of the Airbnb, prior to considering any redesignation, is critical to ensuring that any future use on a new lot will not exacerbate already negative effects.

### III. Conclusion

For the reasons discussed above, the Redesignation Application is premature, violates the Municipal Development Plan and is in conflict with the Greater Bragg Creek Area Structure Plan. Accordingly, the undersigned property owner respectfully requests that Rocky View County deny the Redesignation Application.

Very truly yours,



WALTER VERKLEIJ  
234021 Range Road 52  
SE-27-23-05-05, 1-9511458

Cc: Mark Kamachi, Councillor, Division 1  
Dominic Kazmierczak, Supervisor Planning (Policy), Planning Services Department

Jillian Perras & Jaro Wardwell  
Property Owners  
234133 Range Road 52  
Bragg Creek, AB T0L 0K0

August 7, 2020

ATTN: Planning and Development Services  
Rocky View County  
262075 Rocky View Point, AB T4A 0X2

Dear Planning and Development Services,

In addition to our letter dated May 25, 2020 in respect of our application for a redesignation application for 234133 Range Road 52, Bragg Creek – NE.27.23.5.W5M, we are providing this letter in response to the feedback received from properties owners in the area of the subject property.

**SW26-23-5-W5M** - The property owner of this adjacent land parcel contacted Rocky View County ("RVC") and the property owners about the application and has no objections or concerns with the application being granted.

**NE-27-23-05-W05M** (+/- 19.7 acre parcel) – The property owners of this immediately adjacent parcel provided the applicants with the following direct response regarding the application:

"Dear Jill and Jaro, We truly wish you the best of luck. We've not had many encounters with you, but both feel you are great people. Please know you have a friend in us."

**Letter from Mr. Walter Verkleij Located at SE-27-23-05-05, 1-9511458**

It is our understanding that Mr. Walter Verkleij and Ms. Naomi Young of California are part-time residents in the area. Mr. Verkleij's property forms approximately 7 acres of land and is a parcel that was sub-divided off from the SE-27-23-05-05 parcel. Mr. Verkleij's property boundary is non-contiguous of the subject parcel and they are located approximately 0.75km away from the property boundary of the subject property boundary. Whilst Mr. Verkleij's letter admits to making a lot of assumptions and not facts, we will try to respond and address his concerns.

**Letter from Liz and Alan Breakey Located at NE-4-22-22-5-W5M**

Ms. Breakey was the former councillor for the Bragg Creek area. We understand that Ms. Breakey was the lead driving force for the approval of sub-dividing lands in the area. Mrs. Breakey is a proponent for parcels sizes as small as 0.5 acres. Ms. Breakey herself lives on a parcel of land encompassing 160 acres and runs a livestock farm. Although Ms. Breakey's property does not fall within the circulation area, we have also responded to her comments.

Referring to the Bragg Creek area, on January 15, 2015 the Gateway Gazette published:

"Councillor Liz Breakey reported that there was strong support for maintenance of rural character and building materials, **achievement of tourist destination status with overnight accommodation** in good favour". We are surprised to learn that Ms. Breakey now opposes the provision of overnight accommodation in the local area of Bragg Creek. Whilst Ms. Breakey's letter makes a lot of assumptions and not facts, we will try to respond and address her concerns together with those of Mr. Verkleji's concerns.

**Downsizing of Land Holding & Agriculture**

Mr. Verkleji's letter expresses concerns about a first parcel out applications, this was the basis that his own property parcel was established. We are not making a first parcel out application.

Our application letter outlined that we wish to downsize our land holding and to focus on bison farming and organic vegetable growing. It is our intention to retain the new Lot 1 parcel for the agricultural purposes and to sell the remaining parent parcel (including the house) to a third party. This is to occur once the resignation and sub-division application processes and necessary steps have been approved and completed. Mr. Verkleji's letter does not present any concerns regarding the proposed bison farming or vegetable growing.

Mr. Verkeji's letter does highlight that other properties within the vicinity are also engaged in farming pursuits and that the land in the area should be used for agricultural purposes which is our intent. He further supports that "new opportunities for diversification of the agriculture industry in the County for the next generation". Mr. Verkeji's vision is consistent with our own.

Rocky View County Plan – Amended April 10, 2018:

Here are some excerpts from the plan that further support Mr. Verkeji's and our own vision for the area.

8.0 Agriculture

Agricultural operators and the entire agricultural sector make an important contribution to the economy and employment levels in the County.

8.7 Support and encourage agriculture operations and agricultural related economic activity.

8.8 Support and encourage small scale, value-added agriculture and agriculture services to locate in proximity to complementary agricultural producers.

8.15 Support and encourage the viability and flexibility of the agriculture sector by allowing a range of parcel sizes, where appropriate.

The following policies provide for a variety of parcel sizes to accommodate a wide range of agricultural pursuits by acknowledging that emerging trends in agriculture may be successfully developed on smaller parcels of land.

#### Redesignation and Subdivision for Agricultural Purposes

8.18 Redesignation and subdivision to smaller agriculture parcels as a new or distinct agricultural operation may be supported. Proposals will be evaluated on the following criteria:

- a. A similar pattern of nearby small agricultural operations.

#### **Onsite Events**

In response to Mr. Verkeji's and Ms. Breakey's comments around events onsite. There have been no events held onsite for approximately one year. We are not aware of any noise complaints relating to our property in the last approximately 12 months. By not having any events within the last year or so, we believe we have taken appropriate action to ensure that our property would not generate noise complaints in the future.

#### **Short-Term Rentals**

234133 Range Road 52, Bragg Creek is our permanent full-time residence. The home is not a commercial property. We do on occasion offer a portion of the home for short-term rentals. **On May 14, 2019 Rocky View County Council voted in favour of suspending compliance action against short-term rental units (such as Airbnb rentals).** We are members of the Rocky View County Short Term Rental Stakeholder Group. The group has taken the time to meet with Councillor Mark Kamnchi to discuss short-term rentals within Rocky View County.

The property owners are committed to complying with requirements around short-term rentals as RVC develops them further in the coming months. It does not seem reasonable to target one individual property within the county for offering short-term rentals while there are many other short-term rentals operating locally and across the county.

To clarify Mrs. Breakey's incorrect statement. We can confirm that any listings for short-term rentals at the property has stated throughout: **"This home is not suited to groups looking for a loud weekend party venue."** We have actively refused to accept bookings from groups indicating they are seeking a party type venue for over a year.

Mr. Verkleij may want to consider sharing his concerns about short-term rentals with the county when the county re-visits the issue again.

Lot 1 does not have any facilities or infrastructure currently. We are not making the application to establish a short-term rental property on Lot 1 and as previously indicated the remaining parcel is intended to be sold to a third party. In response to Mr. Verkleij's concerns, the house on



the existing parcel does not have any type of RVC permit restriction that only allows up to four people to reside at the 6,000ft<sup>2</sup> property.

### Range Road 52

It is our understanding that Range Road 52 is a public road that is owned and managed by Rocky View County. It is also our understanding that some of the residents residing along this road have made complaints to Rocky View County regarding the condition of the road since the 1980's. Some of the resident's have been complaining long before we began residing at 234133 Range Road 52.

It is our belief that traffic to our property is not causing damage to Range Road 52. During the early spring in 2020 when the road is reported by Ms. Breakey and Mr. Verkleji's to have been damaged, we were in isolation for COVID-19 and traffic to our property was minimal. The photos enclosed at **APPENDIX A** show that the damage complained of is located at Liz and Alan Breakey's gate and additional damage is also in the vicinity of Mr. Verkleji's property gate. We did notice that within the last 12 months, Mr. Verkleji has had a number of large commercial vehicles and heavy equipment coming to and from his property. This often causes the road to be blocked, we have not complained of this to RVC.

**APPENDIX A** also shows the final section of Range Road 52 that only accesses our property. There are no potholes, ruts or visible damage. If the road damage was being caused by traffic accessing our property, we would expect to see a similar wear and tear of the road on that section also.

Jaro Wardwell (applicant) is a volunteer firefighter at the Redwood Meadows Fire Hall. Jaro sees no reason as to why the Redwood Meadows emergency vehicles cannot travel along Range Road 52 and we have in fact had those vehicles on our property for burn permit inspections. Further to this, we own our own firefighting equipment. The equipment is kept permanently on property, including fire pump, hoses etc. We believe that we are better equipped in this regard than other adjacent property owners.

We will be making further oral representations during the September 1, 2020 council meeting.

We thank you for your time and consideration of our application.

Kind regards,



Jillian Perras



Jaro Wardwell

## APPENDIX A



1. Range Road 52 – at Ms. Liz Breakey's gate (see arrow). This is the road issue that she complains of in her letter. The issue she is concerned about is located at her property gate. Ms. Breakey's property is located outside on the circulation area. (Photo taken August, 2020)



2. Range Road 52 at 234133. No issues seen or reported to Rocky View County for this long section of road. Road traffic to subject property is not causing wear and tear on this road as evidenced in this photo. (Photo taken August, 2020)

## **PLANNING AND DEVELOPMENT SERVICES**

<b>TO:</b>	Council	<b>DIVISION:</b>	2
<b>DATE:</b>	September 1, 2020	<b>APPLICATION:</b>	PL20200004
<b>SUBJECT:</b>	Conceptual Scheme Item – Residential	<b>FILE:</b>	04723003/198

Note: This application should be considered in conjunction with redesignation application PL20200003 (agenda item E-4).

### **POLICY DIRECTION:**

The Interim Growth Plan, the Municipal Development Plan, and the Central Springbank Area Structure Plan (CSASP).

### **EXECUTIVE SUMMARY:**

The purpose of this application is to adopt the Buckley Conceptual Scheme (BCS) to provide a policy framework to accommodate development of up to five new residential lots. The conceptual scheme was submitted in conjunction with redesignation application PL20200003 to redesignate the subject lands from Residential, Rural District (R-RUR) to Residential, Country Residential District (R-CRD).

Council gave first reading to Bylaw C-8036-2020 on June 9, 2020.

This report focuses on the technical aspects of the proposal, including all development related considerations, while the associated land use report focuses on the compatibility with the relevant statutory plans.

This proposal was circulated to 108 adjacent landowners; in response, two letters were received in opposition (see Appendix D, item E-4). The application was also circulated to several internal and external agencies, and responses are available in Appendix 'A'.

The following is a summary of the application assessment:

- The application generally meets the requirements listed in Policy 2.3.2.2 of the CSASP for Conceptual Scheme submissions;
- The proposed BCS boundaries are revised in accordance with Policy 2.9.2 e); and,
- The the proposal is technically feasible with an amendment to the proposed Conceptual Scheme.

### **ADMINISTRATION RECOMMENDATION:**

Administration recommends approval in accordance with Option #1.

<b>DATE APPLICATION RECEIVED:</b>	January 14, 2020
<b>DATE DEEMED COMPLETE:</b>	January 14, 2020

<b>PROPOSAL:</b>	To adopt the Buckley Conceptual Scheme to provide a policy framework to guide future redesignation, subdivision and development proposals within a portion of NW-23-24-03-W05M.
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<b>LEGAL DESCRIPTION:</b>	Lots 8 and 9, Block 1, Plan 1910511 within NW-23-24-03-W05M
---------------------------	---

### **Administration Resources**

Jessica Anderson, Planning and Development Services

<b>GENERAL LOCATION:</b>	Located approximately 0.41 kilometres (1/4 mile) south of Springbank Road and on the east side of Range Road 32, approximately 4.0 miles west of the City of Calgary.
<b>APPLICANT:</b>	Ryan Buckley & Sharon Downey (514071 Alberta Ltd.)
<b>OWNERS:</b>	Ryan & Sharon Buckley; Lance Incorporated
<b>EXISTING LAND USE DESIGNATION:</b>	Residential, Rural District (R-RUR)
<b>PROPOSED LAND USE DESIGNATION:</b>	Residential, Country Residential District (R-CRD)
<b>GROSS AREA:</b>	± 10.00 acres
<b>SOILS (C.L.I. from A.R.C.):</b>	<p><b>4S 4</b> – Severe limitations to cereal crop production due to high sodicity.</p> <p><b>6T M 6</b> – Cropping is not feasible due to adverse topography (steep and/or long uniform slopes) and low moisture holding or supplying capability, adverse texture.</p>

#### **HISTORY:**

<b>March 13, 2019</b>	Plan 1910511 was registered creating the subject ± 2.43 hectares (± 6.00 acres) and ± 1.62 hectares (± 4.00 acres) parcels.
<b>October 2, 2001</b>	The CSASP was adopted.

#### **BACKGROUND:**

The purpose of this application is to adopt the BCS to provide a policy framework to accommodate development of up to five new residential lots in accordance with the policies of the CSASP.

This report focuses primarily on the technical aspects of the proposal while the associated redesignation application focuses on the compatibility with relevant statutory plans.

#### **CONCEPTUAL SCHEME OVERVIEW:**

The BCS provides for an overview of the proposed development addressing matters such as a description of the lands, a land use concept, design controls and guidelines, reserves, transportation, servicing, stormwater and community consultation. Policy 2.3.2.2 of the CSASP provides a list of items to be included in a Conceptual Scheme application each of which has been satisfactorily addressed through the proposed BCS.

##### Conceptual Scheme Boundaries

Map 11: Infill Residential of the CSASP provides the required Concept Plan boundaries as the whole north half of section 23. The required area of study is approximately 320.00 acres and the proposed BCS is only 10.00 acres. Policy 2.9.2 e) provides that Council may alter the required boundaries provided the alternate conceptual scheme area is comprehensive in nature, the implications of development proceeding within an alternate conceptual scheme boundary have been examined; and, the Municipality determines that any on-site or off-site planning issues have been resolved pursuant to the provisions of this Plan. The proposed area is comprehensive of the proposed development at this time. The implication of development proceeding with an alternate boundary are largely related to the lack of comprehensive planning achieved; however, it appears that the further infilling of adjacent lands may not be limited by the proposal. The primary issue of concern is with respect to access. As detailed below Administration recommends a policy be added to the BCS to address the access concern to be implemented at subdivision stage.

### Site Context

The subject lands are located in an area that is characterized by residential development with agricultural lands. The lands are currently developed with a dwelling and accessory buildings on the west property. The east lands are undeveloped. The topography is rolling with a gentle slope to the southeast.

### Proposed Land Use Concept

The BCS incorporates two parcels totaling  $\pm 10.00$  acres for redesignation and subdivision into up to five parcels each approximately 2.00 acres in size. Municipal reserves were previously provided for this parcel via cash-in-lieu.

### Transportation and Access

The parcels are currently served by two approaches off Range Road 32. The proposed lots fronting onto Range Road 32 are proposed to continue gaining access via new/shared approaches. For the proposed new east lot (south of existing Lot 8) the BCS states that the lands will share an access easement with Lot 8 as the parcel is proposed to be landlocked (no frontage onto a developed County road). Administration does not support the proposal of a landlocked parcel as both legal and physical access are required in accordance with the Subdivision and Development Regulations and County Servicing Standards.

Administration recommends an amendment to the proposed BCS to include a policy to address the access/layout issue at subdivision stage and to ensure that each proposed lot has frontage onto a developed County road.

Proposed Amendment:

### **Density and Lot Size**

*The proposed layout shall be revised as required to ensure each proposed parcel has adequate frontage onto a developed County road in accordance with the County Servicing Standards. Final subdivision design and access provisions shall be determined at subdivision stage.*

The Transportation Off-Site Levy has been previously provided for Lot 8, but will be available on Lot 9 at the time of subdivision.

### Wastewater Servicing

The Applicant proposes to service the new lots with private sewage systems in accordance with the submitted Level 3 PSTS Assessment. However, the submitted report does not provide the level of assessment required to demonstrate that the soils are suitable for the proposed system. At time of future subdivision application, the Applicant will be required to submit the required Level 4 PSTS Assessment to support the proposed development and includes one test pit / bore hole on each proposed lot.

### Water Servicing

The BCS proposes the use of groundwater wells to service the proposed development. A Phase 1 Supply Evaluation Report was provided which indicates that there appears to be sufficient groundwater water supply to support the proposed development. Further assessments will be required at subdivision stage.

### Stormwater Management

The Applicant provided a Site-Specific Stormwater Implementation Plan (SSIP) which provided recommendations to manage stormwater runoff in accordance with the Springbank Master Drainage Plan.

### **OPTIONS:**

Option #1: [Administration's preferred Option]

Motion #1 THAT Bylaw C-8036-2020 be amended in accordance with Appendix 'B'.

Motion #2 THAT the proposed Buckley Conceptual Scheme be amended to insert the following policy on page 14:

*The proposed layout shall be revised as required to ensure each proposed parcel has adequate frontage onto a developed County road in accordance with the County Servicing Standards. Final subdivision design and access provisions shall be determined at subdivision stage.*

Motion #3 THAT Bylaw C-8036-2020 be given second reading as amended.

Motion #4 THAT Bylaw C-8036-2020 be given third and final reading as amended.

Option #2: [Applicant's preferred Option]

Motion #1 THAT Bylaw C-8036-2020 be amended in accordance with Appendix 'B'.

Motion #2 THAT Bylaw C-8036-2020 be given second reading.

Motion #3 THAT Bylaw C-8036-2020 be given third and final reading.

Option #3: Motion #1 THAT application PL20200004 be refused.

Respectfully submitted,

Concurrence,

"Theresa Cochran"

"Al Hoggan"

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Executive Director  
Community Development Services

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Chief Administrative Officer

JA/lt

**APPENDICES:**

APPENDIX 'A': Application Referrals

APPENDIX 'B': Bylaw C-8036-2020 and Schedule A and B

APPENDIX 'C': Buckley Conceptual Scheme

APPENDIX 'D': Map Set



## APPENDIX A: APPLICATION REFERRALS

AGENCY	COMMENTS
<b><i>School Authority</i></b>	
Rocky View Schools	Rocky View Schools has reviewed this circulation and has no objections.
<b><i>Province of Alberta</i></b>	
Alberta Health Services	I would like to confirm that Alberta Health Services, Environmental Public Health has received the above-noted application. At this time we do not have any concerns with the information as provided. Feel free to contact me if the application is changed in any way, or you have any questions or concerns.
<b><i>Public Utility</i></b>	
ATCO Gas	ATCO Gas has no objection to the proposed Redesignation or Conceptual Scheme.
ATCO Pipelines	ATCO Transmission high pressure pipelines has no objections.
Telus Communications	TELUS COMMUNICATIONS INC. has no objection to the above circulation.
<b><i>Internal Departments</i></b>	
Recreation, Parks and Community Support	<b>Parks:</b> No comments <b>Recreation:</b> No comments
Development Compliance	Development Compliance have no concerns with this application at this time.
Planning and Development Services - Engineering	<b>General:</b> <ul style="list-style-type: none"> <li>The review of this file is based upon the application submitted.</li> <li>As a condition of future subdivision, the applicant will be required to enter into a Deferred Servicing Agreement outlining that future lot owners will be required to connect to County wastewater, storm water and potable water servicing when such services become available.</li> </ul> <b>Geotechnical:</b> <ul style="list-style-type: none"> <li>Engineering has no requirements at this time.</li> <li>There appears to be no steep slopes within the subject lands.</li> </ul> <b>Transportation:</b> <ul style="list-style-type: none"> <li>The proposed tentative plan only provides direct access to a municipal road (Range Road 32) to 4 out of the 5 proposed lots. As</li> </ul>





AGENCY	COMMENTS
	<p>per the County Plan, subdivisions are required to provide direct access to a municipal road.</p> <ul style="list-style-type: none"> <li>At future subdivision stage, access will be further assessed to ensure that all proposed lots have direct access to a development County road to the satisfaction of the County.</li> <li>As a condition of future subdivision, the applicant/owner shall contact County Road Operations to inspect the existing approaches off of Range Road 32 and conduct work associated with the road approaches as required by the County, to the satisfaction of the County.</li> <li>The applicant/owner will be required to pay the transportation offsite levy as per the applicable TOL bylaw at time of approval as the subject lands to be subdivided are Residential Two District (R-2). The TOL will be applied to the gross area of the subject lands.</li> </ul> <p><b>Sanitary/Waste Water:</b></p> <ul style="list-style-type: none"> <li>As part of redesignation/conceptual scheme application, the applicant/owner submitted a Level 3 PSTS Assessment conducted by Groundwater Information Technologies Ltd. dated March 3, 2015 for a previous development on the subject lands. At time of future subdivision application, the applicant/owner will be required to submit a Level 4 PSTS Assessment that has been updated to support the proposed development and includes one test pit / bore hole on each proposed lot.</li> <li>Should the Level 4 PSTS Assessment warrant the use of a packaged sewage treatment system, as a condition of future subdivision, the Owner shall enter into a Site Improvements / Services Agreement (SISA) with the County, which shall be registered on title of the proposed lots, and shall be: <ul style="list-style-type: none"> <li>For the construction of a Packaged Sewage Treatment Plant meeting Bureau de Normalisation du Quebec (BNQ) standards; and</li> <li>The system be in accordance with the Level 4 PSTS Assessment accepted by the County.</li> </ul> </li> </ul> <p><b>Water Supply And Waterworks:</b></p> <ul style="list-style-type: none"> <li>The applicant/owner is proposing the use of groundwater wells to service the proposed development.</li> <li>As part of the redesignation / conceptual scheme application, the applicant/owner provided a Phase 1 Supply Evaluation report for the subject lands that indicated that there appears to be sufficient groundwater water supply to support the proposed development. The applicant/owner also submitted a Phase 2 Aquifer Testing Report that included a Well Driller's report for a newly drilled well</li> </ul>





AGENCY	COMMENTS
	<p>located within the subject lands that confirmed that the flow of the newly drilled well exceeds the 1 igpm requirement.</p> <ul style="list-style-type: none"> <li>As a condition of future subdivision, the applicant/owner will be required to drill a new well on each of the proposed lots and provide a Phase 2 Aquifer Testing Report that includes a Well Driller's report confirming that the flow exceeds or is equivalent to 1 igpm.</li> </ul> <p><b>Storm Water Management:</b></p> <ul style="list-style-type: none"> <li>The applicant/owner submitted a Site-Specific Stormwater Implementation Plan (SSIP) conducted by Osprey Engineering Inc. dated April 29, 2020 that provided recommendations to manage stormwater runoff in accordance with the Springbank MDP.</li> <li>As a condition of future subdivision, the applicant/owner shall enter into a Site Improvements / Services Agreement (SISA) with the County, to be registered on title, for the construction of the improvements as per the SSIP accepted by the County.</li> </ul> <p><b>Environmental:</b></p> <ul style="list-style-type: none"> <li>Engineering has no requirements at this time.</li> <li>The applicant/owner will be responsible to obtain all required AEP approvals should the proposed development impact any wetlands or other valuable environmental components.</li> </ul>
Capital Project Management	Capital Projects has no concerns.
Utility Services	It is unclear from the Conceptual Scheme how the proposed development will be serviced with potable water, and so a complete assessment cannot be made at this time.
Agricultural & Environmental Services	Because this parcel falls within the Central Springbank Area Structure Plan, Agricultural Services has no concerns.

Circulation Period: (February 14, 2020 to March 9, 2020)

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

**SCHEDULE 'A'**  
**FORMING PART OF BYLAW C-8036-2020**

A Conceptual Scheme affecting the Lots 8 and 9, Block 1, Plan 1910511 within NW-23-24-03-W05M, consisting of a total of  $\pm 4.05$  hectares ( $\pm 10.00$  acres) of land, herein referred to as the Buckley Conceptual Scheme.

**SCHEDULE 'B'**  
**FORMING PART OF BYLAW C-8036-2020**

Amendments to Central Springbank Area Structure Plan (C-5354-2001)

**Amendment #1**

*Add Section 3.3, entitled "Adopted Conceptual Schemes"*

**Amendment #2**

*Add text under Section 3.3, which reads:*

1. Buckley Conceptual Scheme (C-8036-2020)

**Amendment #2**

*Update the Table of Contents to include Section 3.3 Adopted Conceptual Schemes.*



PREPARED BY: LANCE  
INCORPORATED

# BUCKLEY CONCEPTUAL SCHEME

## BUCKLEY CONCEPTUAL SCHEME

Description of the Use or Uses of the Proposed Development

A conceptual Scheme affecting the area NW ¼ section, 23 township, range 3 west of the 5<sup>th</sup> meridian (Lot 9 Block 1 Plan Number 1919511 and Lot 8 Block 1 Plan Number 1919511).  
Municipal Address 243206 Range Road 32 Calgary, AB T3Z 2E3.

This document is provided in accordance with Central Springbank Area Structure Plan Policy 2.3.2.2.

**For Submission To:**

Rocky View County  
911 - 32 Avenue NE  
Calgary, AB T2E 6X6

**Prepared By:**

Lance Incorporated

**Prepared For:**

Ryan and Sharon Buckley  
[REDACTED]  
[REDACTED]

**In Association With:**

Groundwater Information Technologies Ltd  
Aquaclear Drilling  
Osprey Engineering  
ARC Surveys Ltd  
Titan Water Services

## BUCKLEY CONCEPTUAL SCHEME

TABLE OF CONTENTS:

## 1.0 Introduction

## 2.0 Description and Evaluation of Existing Plan Area

## a. Topography and Drainage, Soils, Vegetation, Geotechnical Considerations

## b. Environmental Sensitivity and Significance

## i. Geotechnical Investigation

## ii. Flood Hazard

## c. Agricultural Capability and Natural Resources

## i. Resources

## ii. Biophysical Assessment

## iii. Vegetation

## iv. Wildlife

## v. Waterfowl

## vi. Fisheries

## vii. Wetlands

## viii. Environment Site Assessment

## d. Existing Land Use, Ownership, Development and Adjacent Land Uses

## i. Land Use and Adjacent Land Uses

## ii. View Plan Impact Analysis

## e. Archeological and Historical Considerations

## f. Existing Utilities and Transportation Routes

## i. Shallow Utilities

## ii. Roadway Connections

## 3.0 Land Use Concept

## a. Future Land Use Scenario

## b. Demonstration of Consistency with Higher Order Plan

## i. Compliance with Central Springbank Area Structure Plan

## BUCKLEY CONCEPTUAL SCHEME

- ii. Land Use and Adjacent Land Uses
    - iii. Density and Lot Size
  - c. Design Controls and Guidelines
    - i. Architectural Guidelines
    - ii. Landscape Guidelines
  - d. Reserve Area Dedication and Strategy
  - e. Transportation Network
  - f. Stormwater Management Plan
  - g. Servicing Strategy
- 4.0 Summary of Community Consultation

**APPENDIXES:**

Appendix 1 Aquifer Analysis

Appendix 2 Drainage Study

Appendix 3 Archeological Assessment

Appendix 4 Stormwater Management Plan

Appendix 5 Letters from Neighbours

## BUCKLEY CONCEPTUAL SCHEME

1.0 Introduction

The Central Springbank Area Structure Plan was implemented in 2007. Since that time Rocky View County requires Conceptual Schemes to be prepared in areas throughout Central Springbank. This Conceptual Scheme for 243206 Range Road 32 has been prepared to meet that requirement.

*The proposed conceptual scheme area for this document is approximately 10 acres and the boundaries were predetermined by Rocky View County.*

The subject property is currently designated Residential Two District (R2), requesting approval to be re-designated Residential One District(R1), for residential use on a small parcel of land that does not include agriculture.

This Conceptual Scheme will demonstrate the plan to maintain the current native landscape and views. This proposed amendment to Residential One District, if subdivided, would have each potential lot integrated into the current rural character of the property and surrounding area. The Special Planning Areas Policies will be incorporated. Furthermore, the property will promote sufficient access for public service and safety including, but not limited to fire, EMS, and RCMP.

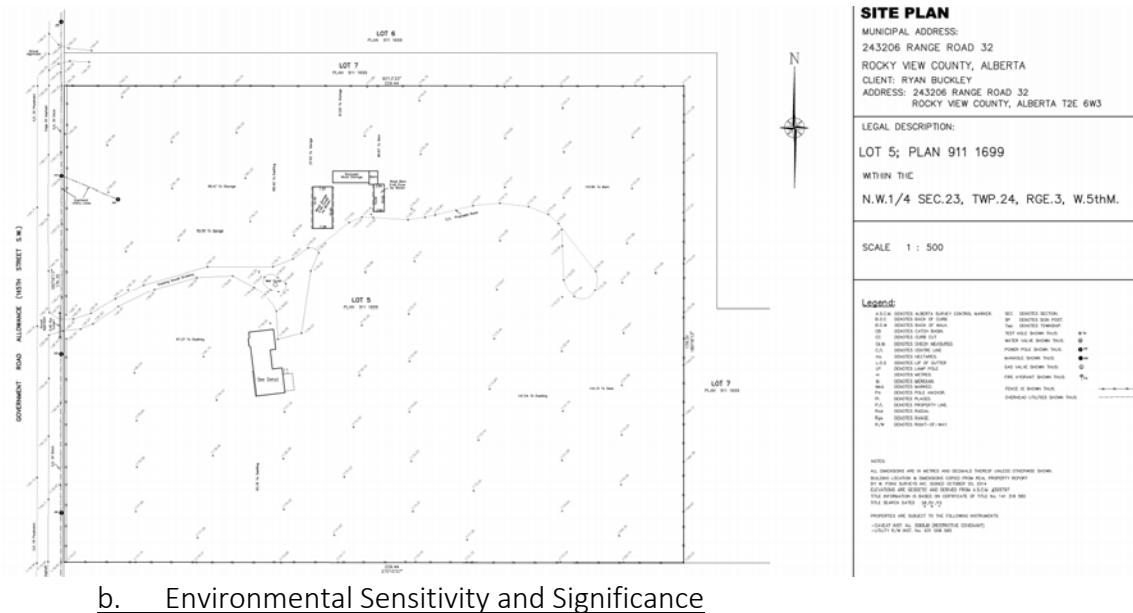
Site analysis will present an understanding of the site topography, soils, hydrology and climate. An evaluation of the site's environmental sensitivity is also included. Current sight lines and views will be demonstrated as they are and as proposed, should subdivision occur. Compatibility with the adjacent land uses will be both evaluated and presented. A mock up of the site and building design, will demonstrate compatibility with the land and adjacent land uses. Said mock up will include approximate impervious surface coverage per lot, building height and profile, proposed building materials (local origin, character and colour), building and site development envelope, site plan and landscape plan.

2.0 Description and Evaluation of the Existing Plan Areaa. Topography and Drainage, Soils, Vegetation, Geotechnical Considerations

The overall topography is described as rolling with a gentle slope to the southeast. The slope in the area is approximately 4%. There are no ravines or drainage courses on the parcel. Strata immediately underlying the site consists of clays of the Lochend unit and the presence of the Lochend unit is favourable as it serves as a confining layer which can prevent contaminants (i.e.: septic field effluents) from moving down into underlying aquifers. Further underlying these unconsolidated units are siltstones, sandstones and shales of the Paskapoo Formation.



**FIGURE 1: TOPOGRAPHICAL SURVEY-SITE PLAN**



## Geotechnical Investigation

The property has an average slope of approximately 4%. There are no concerns regarding erosion, flooding or subsidence. Rocky View County Engineering Services has no expressed concerns.

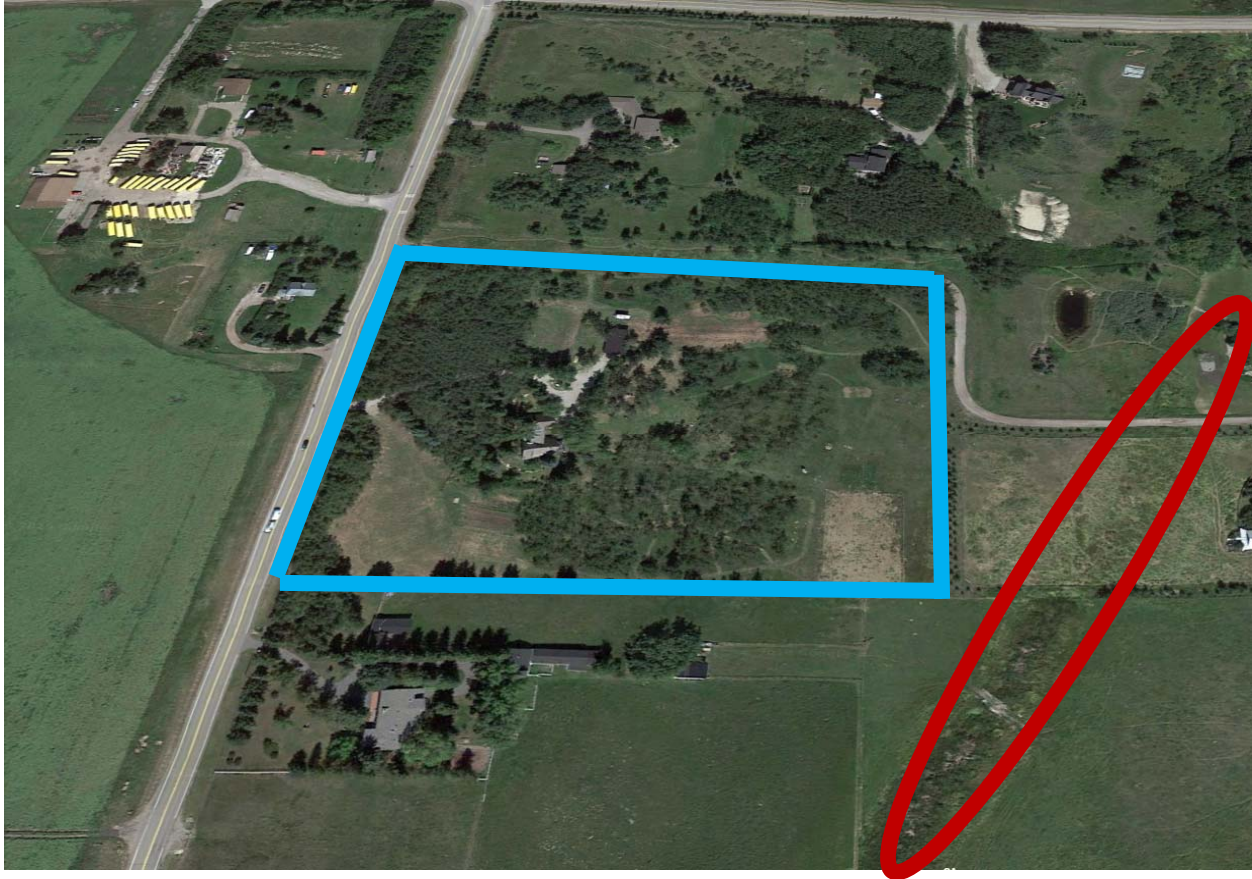
## Flood Hazard

The parcel underwent a site investigation by Ken Hugo, P. Geol., on behalf of Groundwater Information Technologies Ltd. Said parcel was deemed to be very well suited with no risk of floods. The drainage study is also attached from Osprey Engineering.

A riparian zone is present in the parcels to the East and SE of the subject property. Both the Topographical Survey and the Drainage Study confirm that all risk associated with a riparian zone are entirely contained in the adjacent properties, thereby precluding the two Easterly properties from further subdivision. The property to the SE of the subject has the riparian zone running through the Eastern 10 acres of the parcel.

**FIGURE 2: EXISTING PARCELS AREA MAP SHOWING INFILL PARCELS, EXISTING RESIDENCES SURROUNDING THE SUBJECT AND THE RIPARIAN ZONE**

## BUCKLEY CONCEPTUAL SCHEME

c. Agricultural Capability and Natural Resources**Biophysical Assessment**

Section 2.5 of the CSASP refers to the natural environment. The parcel does not contain lands that are deemed to be suitable for permanent protection as natural areas.

**Vegetation**

Vegetation on the site consists of a mixture of poplar trees, aspens, spruce and pasture. There are no areas contained within the parcel that require permanent protection as natural areas. The current vegetation will be largely preserved as per the architectural guidelines that will govern the landscaping of each future home site.

**Wildlife**

The property is believed to contain no environmentally significant wildlife communities.

**Waterfowl**

## BUCKLEY CONCEPTUAL SCHEME

The property is believed to contain no environmentally significant waterfowl communities.

#### Fisheries

The property is believed to contain no environmentally significant fisheries.

#### Wetlands

The property is believed to contain no environmentally significant wetlands. There is no indication of wetland plants on this parcel.

#### Environmental Site Assessment

There is no evidence of any hazardous substances on the subject property. No history of any leaks or spills. Historically the site is residential and agricultural.

##### d. Existing Land Use, Ownership, Development and Adjacent Land Uses

The properties surrounding the subject are residential in nature, with zoning including both R2 and R1 and parcel sizes ranging from 1.98 acres to 20 acres in size.

#### Land Use and Adjacent Land Use

The 10.01-acre parcel will be Residential One (R-1). This re-designation will not result any conflict with the existing land uses. There are approximately 20 other residences within 500 meters of the site. All other residences within this range are either R1 or R2. The implementation of architectural design guidelines and landscaping guidelines will enhance not only this property, but the Springbank Community as a whole.

#### View Plan Impact Analysis

Long range views of the East face of the Rocky Mountains are available from the property. These views are currently screened by the natural stands of trees present throughout the parcel. These views will be maintained post development.

##### e. Archaeological and Historical Considerations

#### Archeological and Historical Assessments

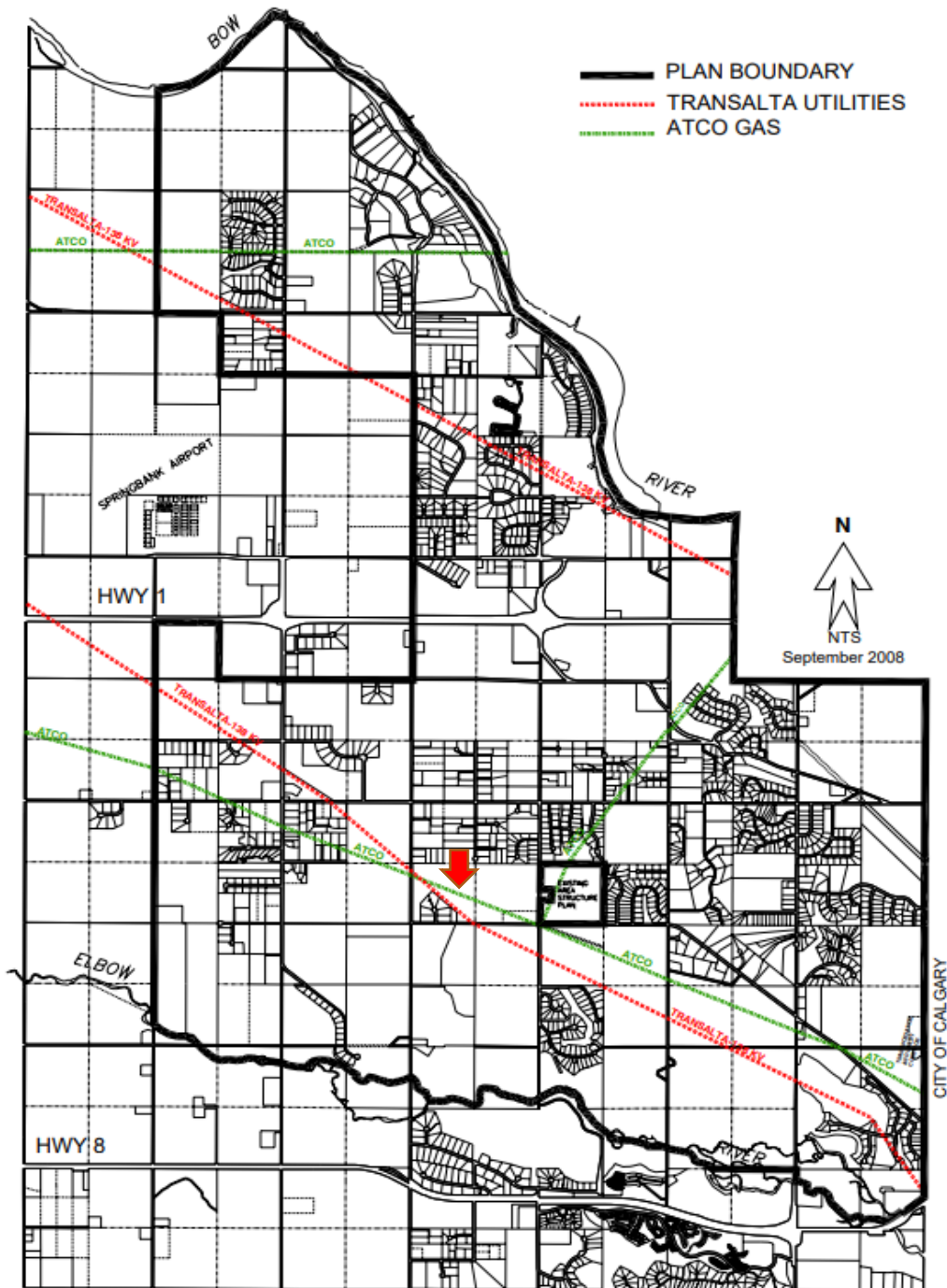
The subject parcel contains no important historical or archaeological resources. Notwithstanding, where sites of historical importance are identified during development of individual lots within the parcel, these sites will be identified and removed, preserved or avoided prior to development, as per POLICY 4.5.1 of the Central Springbank Area Structure Plan.

See Appendix 3 for confirmation letter from.

##### f. Existing Utilities and Transportation Routes

## BUCKLEY CONCEPTUAL SCHEME

FIGURE 3: EXISTING NATUREAL GAS/ELECTRICAL UTILITIES

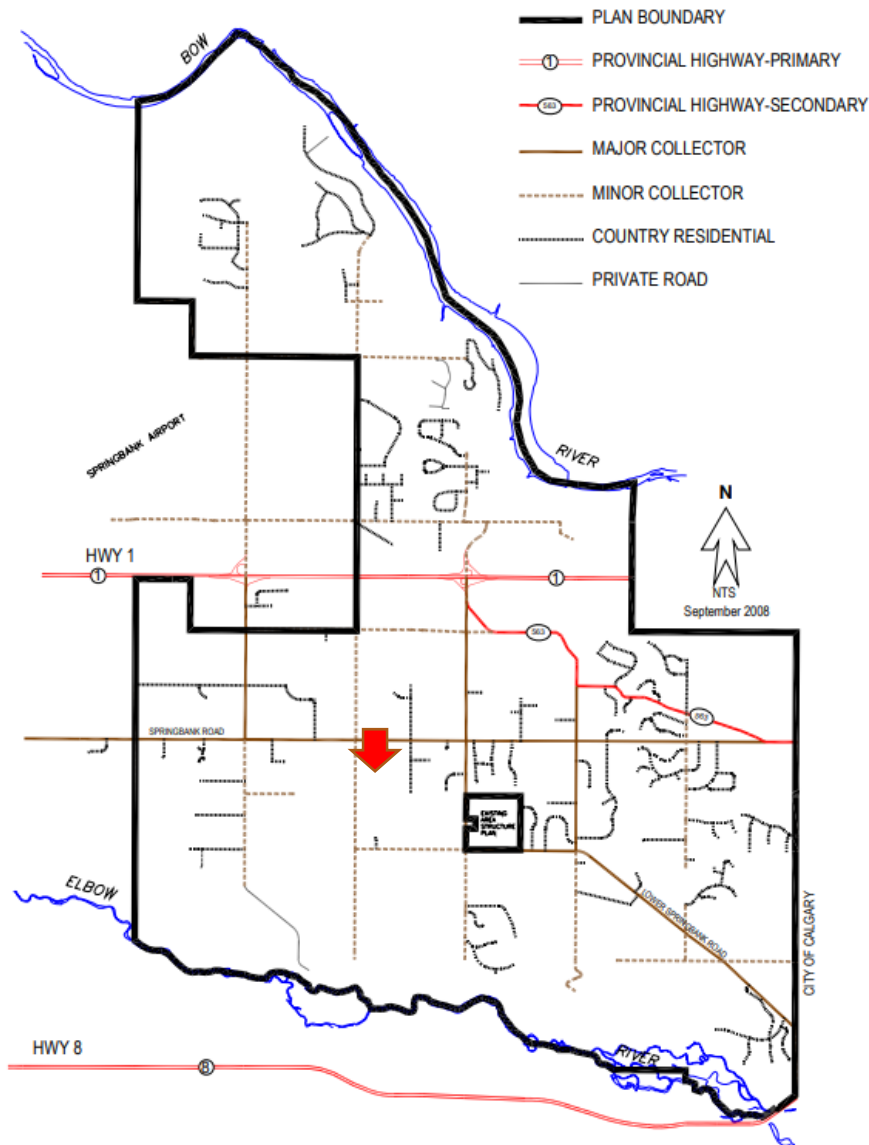


## Shallow Utilities

The appropriate utility service providers will service the parcel, including but not limited to Fortis Alverta and Atco Gas.

FIGURE 4: EXISTING ROAD SYSTEM

## BUCKLEY CONCEPTUAL SCHEME



### Roadway Connections

The existing residence has access via an approach from Range Road 32 and the intersection for this internal road will continue to be used in addition to the new access road. The access point for the East end of the property is via an approach from Range Road 32 that will provide both physical and legal access to the property. The owner will enter into an Access Easement Agreement.



## BUCKLEY CONCEPTUAL SCHEME

3.0 Land Use Concepta. Future Land Use Scenario

This Conceptual Scheme proposes the land use and re-designation for the approximately 10-acre parcel located 243206 Range Road 32 (NW ¼ section, 23 township, range 3 west of the 5th meridian. The subject is South of Springbank Road, North of Lower Springbank Road, adjacent to and East of Range Road 32. The property is owned by Ryan and Sharon Buckley and includes 2 parcels of land (Lot 9 Block 1 Plan Number 1919511 (6 acres) and Lot 8 Block 1 Plan Number 1919511 (4 acres)). The Conceptual Scheme will show the possible evolution of the property, if the designation is amended from R2 to R1.

b. Demonstration of Consistency with a Higher Order Plan**Compliance with Central Springbank Area Structure Plan (CSASP)**

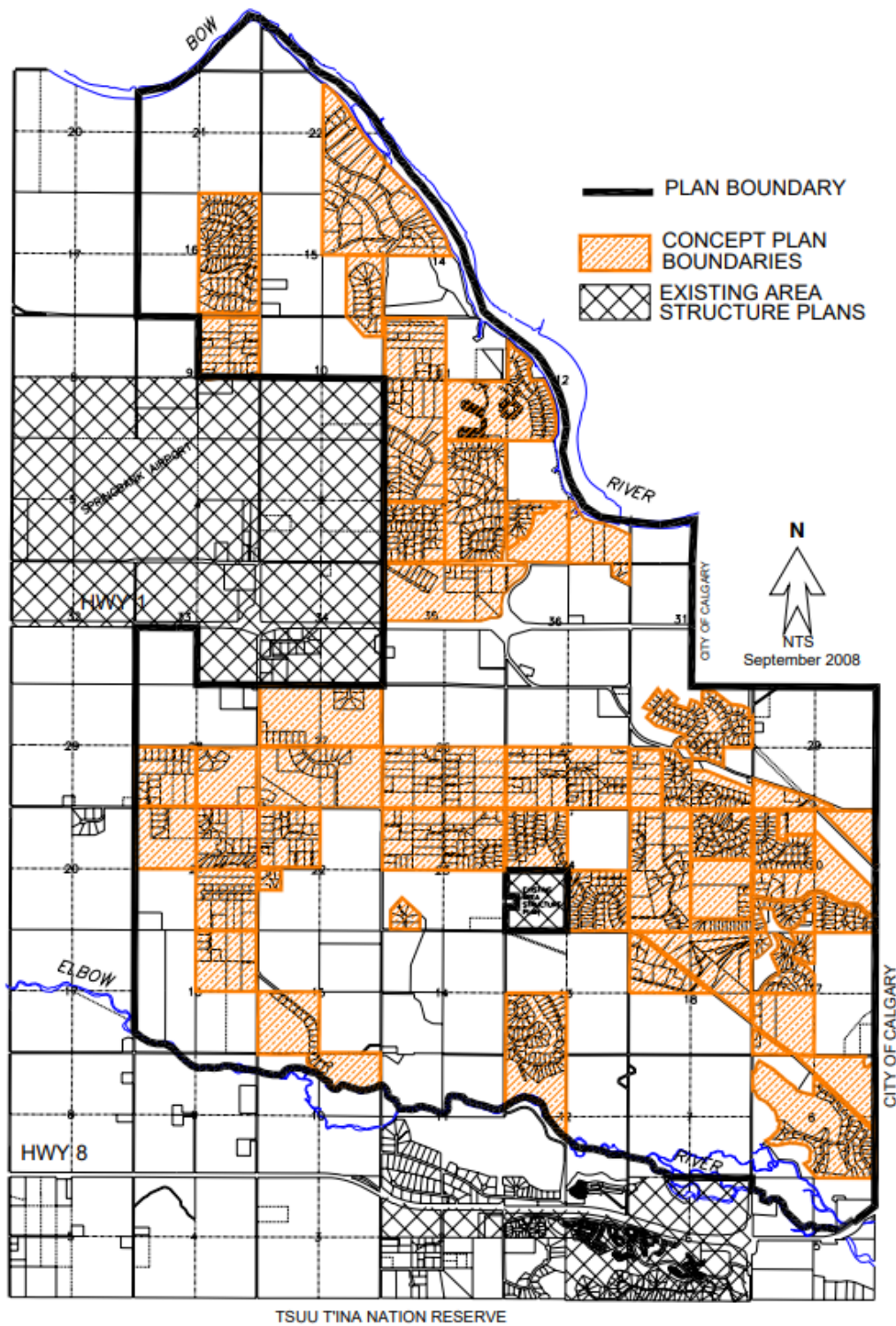
This Conceptual Scheme complies with the Central Springbank Area Structure Plan (CSASP) which was adopted by Rocky View County October 2, 2001 with Bylaw C-5354-2001.

The Central Area Structure Plan identifies the Plan Area as “Infill Residential Area” (See Figure 5) which means that this property is subject to the CSASP Policy 2.9.3 Infill Residential Areas Policies which indicates:

*“A) LANDS IDENTIFIED ON MAP 11 WILL NOT BE ELIGIBLE FOR FURTHER SUBDIVISION UNLESS A CONCEPTUAL SCHEME IS PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THIS PLAN, IS APPROVED BY THE MUNICIPALITY, AND IS APPENDED TO THE CENTRAL SPRINGBANK AREA STRUCTURE PLAN.”*

## BUCKLEY CONCEPTUAL SCHEME

## Map 11 - Infill Residential



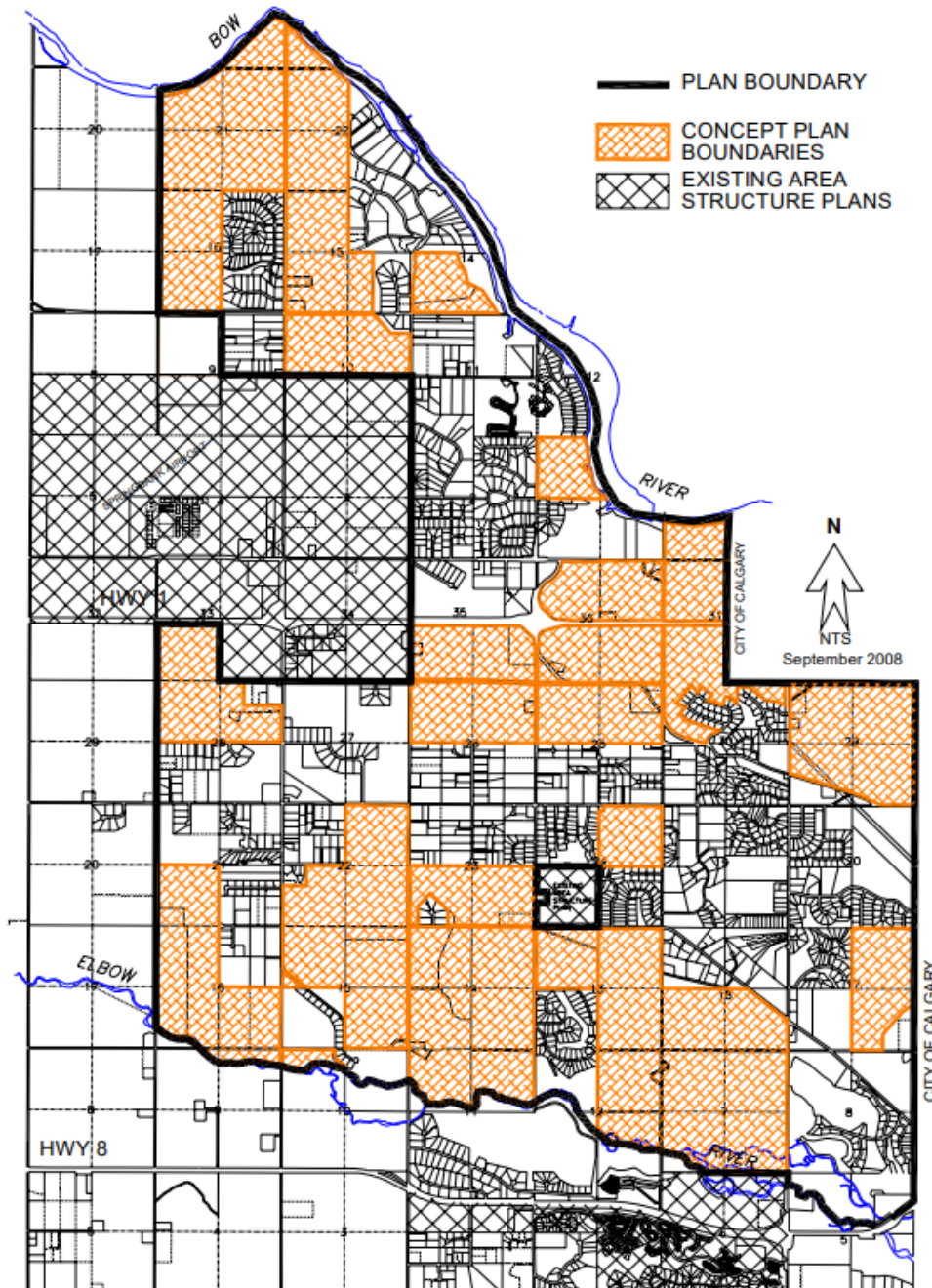


## BUCKLEY CONCEPTUAL SCHEME

This Conceptual Scheme is provided as per Section 2.3.2.2 of the CSASP, which indicates:

*"IN ORDER TO PROVIDE HOLISTIC, EFFICIENT AND THOROUGH APPROACH TO COMMUNITY DEVELOPMENT IN CENTRAL SPRINGBANK, CONCEPTUAL SCHEMES WILL BE REQUIRED TO GUIDE FUTURE LAND USE CHANGES AND SUBDIVISION WITH PREDETERMINED CONCEPTUAL SCHEME BOUNDARIES SHOWN ON MAP 11 AND MAP 12"*

## Map 12 - New Residential Areas

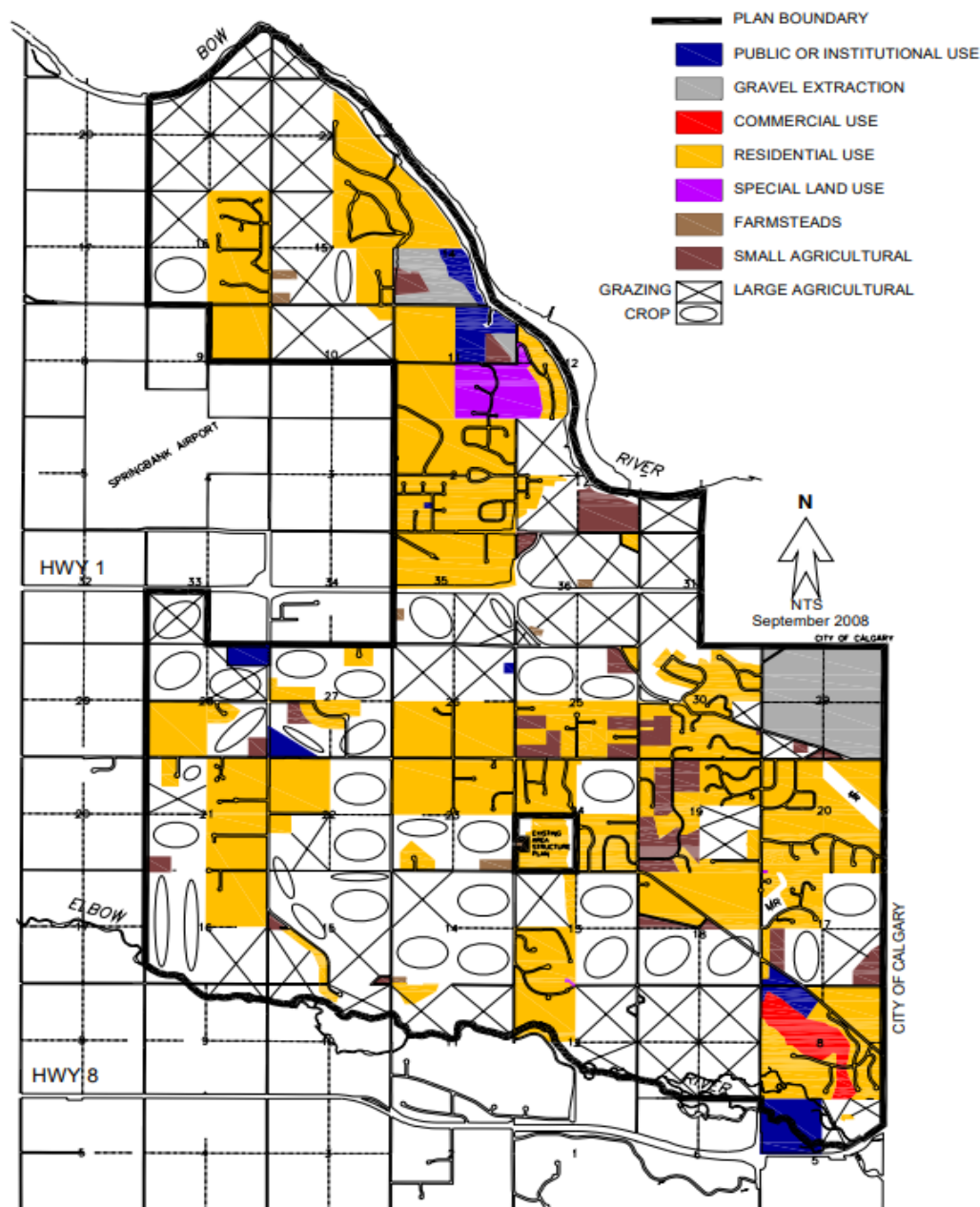


## BUCKLEY CONCEPTUAL SCHEME

## Land Use and Adjacent Land Use

The 10.01-acre parcel will be Residential One (R-1). This re-designation will not result any conflict with the existing land uses. There are approximately 20 other residences within 500 meters of the site. All other residences within this range are 1.98 acres in size or larger, with the exception of a proposed development located to the immediate West of the property. The implementation of architectural design guidelines and landscaping guidelines will enhance not only this property, but the Springbank Community as a whole.

FIGURE 5: CURRENT LAND USE INFILL PARCELS



## BUCKLEY CONCEPTUAL SCHEME

## Density and Lot Size

The current 10.01-acre parcel is to be re-designated from it's current Residential Two to Residential One, to allow for subdivision into parcels with a minimum allowable parcel size of 1.98 acres and a maximum density of 5 residential units on the parcel.

FIGURE 6: SITE PLAN ARIAL

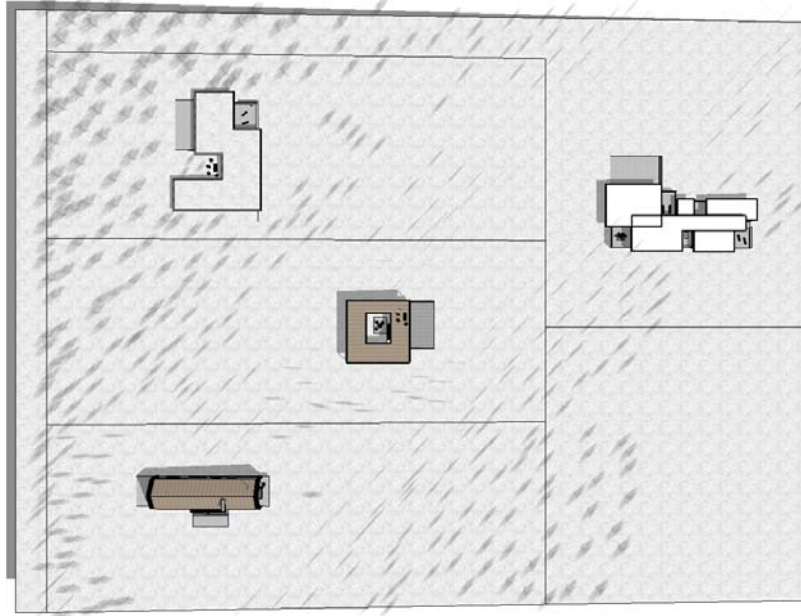


FIGURE 7: SITE PLAN NORTH FACING VIEW



## BUCKLEY CONCEPTUAL SCHEME

c. Design Controls/Guidelines**Architectural Guidelines**

The property is located within Central Springbank, in the County of Rocky View. It is a short drive to downtown Calgary, with convenient access to both Highway 1 and Highway 8 as well as both Glenmore and Bow Trail. The surrounding topography and vegetation will enhance your homes style, providing privacy and mountain views. To preserve this natural beauty, all purchasers must commit to maintaining the natural drainage patterns and take the utmost care to avoid unnecessary tree removal. To further enhance the community, homes must display a high level of architectural design.

The intent of these controls is to create a community that is integrated within the surrounding area and will benefit all future owners. The approved home styles will be Contemporary, with elements that lend themselves to nature and the prairies.

**Setbacks**

The setbacks and building heights are listed below, compliance with the Architectural Guidelines does not preclude compliance with the requirements of the County of Rocky View. A plot plan showing required set backs will be provided by the "Purchaser".

- Front yard set back minimum 45 meters from any county roadway, minimum 60 meters from any highway, minimum 15 meters from any internal subdivision or service road.
- Rear yard set back minimum 30 meters from all roads, minimum 7 meters from all other.
- Side yard set back minimum 45 meters from any county roadway, minimum 60 meters from any highway, minimum 15 meters from any internal subdivision or service road, minimum 3 meters from all other. The maximum allowable side yard will be at the discretion of Lance Incorporated.

**Building Height**

Building height must conform to the County of Rocky View Land Use Bylaw for the district, current maximum height of a residential building is 10 meters.

**Lot Coverage**

All buildings, including accessory buildings must fall entirely within the aforementioned setbacks and the units building envelope.

**Minimum Habitable Floor Area, Excluding Basements**

- Two-storey: Minimum 1250 square feet in ground area, total 1800 square feet, excluding garage and decking.
- Bungalow: Minimum 1500 square feet, excluding garage and decking.

**Garages**

- All proposed developments will require a minimum triple attached garage.
- Garage configurations should be architectural and unique.



## BUCKLEY CONCEPTUAL SCHEME

- Extra treatment may be required on the side wall of the garage.
- Garage locations must follow the approved building grade plan.
- The garage will complement the overall proportion of the home and not dominate the elevation of the home.

## Driveways

- The driveway is an essential element of design and must be included as part of the house plan.
- Each driveway design will be reviewed and approved, as part of the overall project. No approval shall set precedence for other driveway designs.

## Address Monuments

All address monuments are to be approved by Lance Incorporated and must comply with the County of Rocky View Bylaw.

## House Types

- Two-storey
- Bungalow

## Wall Materials

- Exterior cladding shall consist of smooth finish stucco; stucco battens are not acceptable. Any alternative exterior cladding material will require the prior approval of Lance Incorporated.
- All elevations are to be accented with material that is consistent with contemporary nature of the development. All proposed selections for masonry, natural wood trim or other materials will require the prior approval of Lance Incorporated.

## Roof Materials

- The approved roofing material will be 30-year architectural asphalt shingles in black or charcoal, flat concrete roof tiles. All upgrades and colours will require the prior approval of Lance Incorporated.
- All roof hardware (flashing, vents, stacks, etc.) must match the roofing material and must be inconspicuous. Flashing must blend with the roof.

## Exterior Colours

Colours on the exterior of the home will need to compliment the architectural theme of the area. Colour schemes must be natural, generally soft earth tones and will require the prior approval of Lance Incorporated.

## Entry

All homes need to have a thoughtfully designed entryway.

- Entries must be consistent with the architectural style of the home.
- The entry will be the primary feature of the front elevation.

## Doors

Front entry doors are to coordinate with the style of the home.

## BUCKLEY CONCEPTUAL SCHEME

- Double and single front doors are allowed, but all doors will require the prior approval of Lance Incorporated.
- Wood and glass doors are preferred, all other proposals will be reviewed on a case by case basis and all door designs will require the prior approval of Lance Incorporated.

## Garage Doors

Garage doors are to coordinate with the style of the home.

- Doors must be contemporary in style and must not exceed 20 feet in width or 8 feet in height. All doors will require the approval of Lance Incorporated.
- Space above the garage door must serve as an architectural feature, if it is to exceed 2 feet in height.
- Garages must compliment the overall design of the home. Doors must blend with the overall style of the home and should be treated as an architectural feature.

## Railings

Railings will be required, according to the Alberta Building Code. All railings are to match the architectural style of the home and will need to be either glass or metal. All selections must be approved by Lance Incorporated.

## Trim and Soffit

All homes are to be designed to ensure all trim is chosen in accordance with the architectural style. Trim detail is extremely important and must be incorporated into the original plan details and is required to cover all exposed openings.

- Trim details should be a minimum of 4" wide.
- All trim must sit proud of the wall material, by at least ½".
- Soffit may be pre-finished aluminum.
- All fascia must be a minimum of 8" and must compliment the elevation of the home.
- Pre-finished aluminum fascia will be allowed.
- Any eaves trough, fascia and soffit must match and be approved by Lance Incorporated.

## Windows

- Metal clad windows are required.
- Windows need to be set up in good proportion and relation.
- Adequate window dressings are required on all front elevations.
- Window style and shapes are to be consistent on all elevations of the home.
- Window coverage will be thoughtfully reviewed on all applications to consider privacy and architectural style. No approval shall set a precedent for future approvals.

## Additional Requirements

- All homes will require some rear elevation treatment.
- All exposed elevations will require the same level of detail as the front elevation. Lance Incorporated will ensure that the architectural design and detail is carried throughout all elevations.
- Decks and patios are to be included in the plan approval.

## BUCKLEY CONCEPTUAL SCHEME

- Decks must be built at the time of the initial construction.
- The underside of all decks, if visible, must be finished and the main beam must be hidden or clad.

**Landscaping Guidelines**

- Driveways should be the width of the garage and should taper to reduce the impact on natural landscape.
- All decks and patio designs must respect the privacy of neighbouring properties and must fit within the architectural style of the home.
- Dog runs must be proposed in the planning stage. All runs must comply with the County of Rocky View Bylaws.
- All ancillary structures will be reviewed according to the nature of their design, the sight path of neighbouring properties and the County of Rocky View.
- Lot grading is to follow the natural slope of the land.
- Attention must be given to drainage patterns to ensure surface water is channeled away from homes on all sides and into storm water drainage systems.
- All corner grade points and survey pins of each home site must be maintained exactly as specified. Damaged pins will be replaced immediately by the “Purchaser” at the “Purchaser’s” expense.
- “Purchaser” is responsible for maintaining grades at home site corners, property lines, garage slabs and house corners.
- Surveyors are to check the corner lot grades when staking the home.
- Engineering approval of the drainage plan must be established prior to commencing construction and maintained throughout the construction period.
- Individual lot grading must be approved by the County of Rocky View and must be completed within the individual lot property lines.
- Retaining walls will be reviewed on a case by case basis and are required to have the approval of the County of Rocky View, where applicable.
- No garbage refuse or non-natural materials may be kept or stored on a unit unless kept or stored in a closed container or building, and no such garbage, refuse or non-natural materials shall be allowed to accumulate upon a unit.
- Site damage (roadways, curbs, vegetation, fencing, etc.) will be fixed by the “Purchaser”, at their expense.
- Vehicle tread is to be limited on home sites.
- Vegetation material, top soil, or similar materials may not be dumped on site at any time.
- No living trees shall be cut down or removed from the unit, without prior written consent of Lance Incorporated. Any tree that is cut down without such written consent will result in a fine equal to \$1000 per tree, this fine will be paid in full by the “Purchaser” within 10 days or payment request.
- Erosion control will be the responsibility of the builder during construction.



## BUCKLEY CONCEPTUAL SCHEME

- o Construction crews, “Purchasers” and builders are to ensure that all sites are accessed using only the provided entries.

d. Reserve Area Dedication and Strategy**Municipal Reserve/Environmental Reserve**

Municipal reserves were previously provided for this parcel, by a cash-in-lieu payment on Plan 9111699.

e. Transportation Network and Pedestrian Network**Roadway Connections**

The existing residence has access via an approach from Range Road 32 and the intersection for this internal road will continue to be used in addition to the new access road. The access point for the East end of the property is via an approach from Range Road 32 that will provide both physical and legal access to the property. The owner will enter into an Access Easement Agreement. The Buckley's have already contributed to Rocky View County's Transportation Off-Site Levy in accordance with bylaw C-7356-2014.

**Connection to future pedestrian network**

The Buckley's welcome the opportunity to tie into any future pedestrian network in the area.

f. Stormwater Management Plan**Storm Water Management**

The Springbank Master Drainage Study requires a site-specific stormwater management plan, prepared by a qualified professional, assessing the stormwater management post development, to determine if any infrastructure, drainage easements or planning is required. The proposed report will adhere to the guidance presented in “A Report on Drainage Strategies for Springbank” by Westhoff Engineering Resources Inc. 2004.

See Appendix 4 for Site Specific Stormwater Management Plan.

g. Servicing Strategy**Waste Management**

At the time of submission, only 38 parcels fall within a 600-meter radius of property. Sewage treatment for the proposed five lots is to be provided by septic tanks and dispersal fields, which will be designed and installed in accordance with the Alberta Sewage System Treatment Standard of Practice and Rocky View County Servicing Standards and will meet the Bureau de

## BUCKLEY CONCEPTUAL SCHEME

Normalisation du Quebec (BNQ) standard for treatment and NFS/ANSI Standard 40 specifications. A Site Improvement/Site Services Agreement will be registered by caveat against each of the proposed lots to ensure any improvements are made in accordance with these standards. In addition, a Deferred Servicing Agreement will be registered by caveat against the proposed lots in order to facilitate the future connection to a Springbank Regional Utility System at such time as the system becomes available.

There is a precedent set for the approval of both rezoning of small parcels from R2 to R1. An application was originally heard September 25, 2018 and was put on hold by counsel and subsequently approved to rezone and subdivide a 5-acre parcel of land into 2 parcels. The approval acknowledged that the smaller lots would move forward as 2 lots with enough space to approve a home, well and septic on each newly subdivided parcel.

POLICY 6.2.1 A PSTS LEVEL 4 ASSESSMENT IS REQUIRED TO BE SUBMITTED TO THE COUNTY TO VERIFY THE SUITABILITY OF THE SOIL TO ACCOMMODATE "PACKAGE SEWAGE TREATMENT PLANTS". THE COUNTY REQUIRES THIS TESTING PRIOR TO SUBDIVISION APPROVAL.

POLICY 6.2.2 THE OWNER SHALL ENTER INTO A SITE IMPROVEMENTS/SERVICES AGREEMENT TO BE REGISTERED ON EACH NEW LOT TO ENSURE THAT AN ADVANCED "PACKAGE SEWAGE TREATMENT PLANT" IS CONSTRUCTED IN ACCORDANCE WITH ROCKY VIEW COUNTY SERVICING STANDARDS.

POLICY 6.2.3 THE OWNER SHALL REGISTER A CAVEAT ON EACH NEW LOT REGARDING A DEFERRED SERVICES AGREEMENT AND NOTIFYING EACH FUTURE LOT OWNER OF THE REQUIREMENT TO CONNECT TO COUNTY PIPED WASTEWATER SYSTEMS AT THEIR COST WHEN SUCH SERVICES BECOMES AVAILABLE.

k. Landscaping and Aesthetic Details that will Enhance the Development

The subject property will stay true to its current state and will align all development to minimize the impact on all of the surrounding trees and vegetation. Sight lines in around the development will be offset to maintain the privacy of both current and prospective homeowners.

4.0 A Summary of Community Consultation

Input from all directly and indirectly affected landowners within and adjacent to the conceptual scheme boundary was sought throughout the preparation of the conceptual scheme. Consultation with the property owners directly and indirectly affected will continue to occur. A large 4-foot by 8-foot conceptual rendering has been present on the proposed area, for over a year, providing telephone and email contact information. This rendering was installed to both provide information and to encourage residents to respond and forward comments. The neighbours were also advised of development plans and invited to submit letters and emails.

## BUCKLEY CONCEPTUAL SCHEME

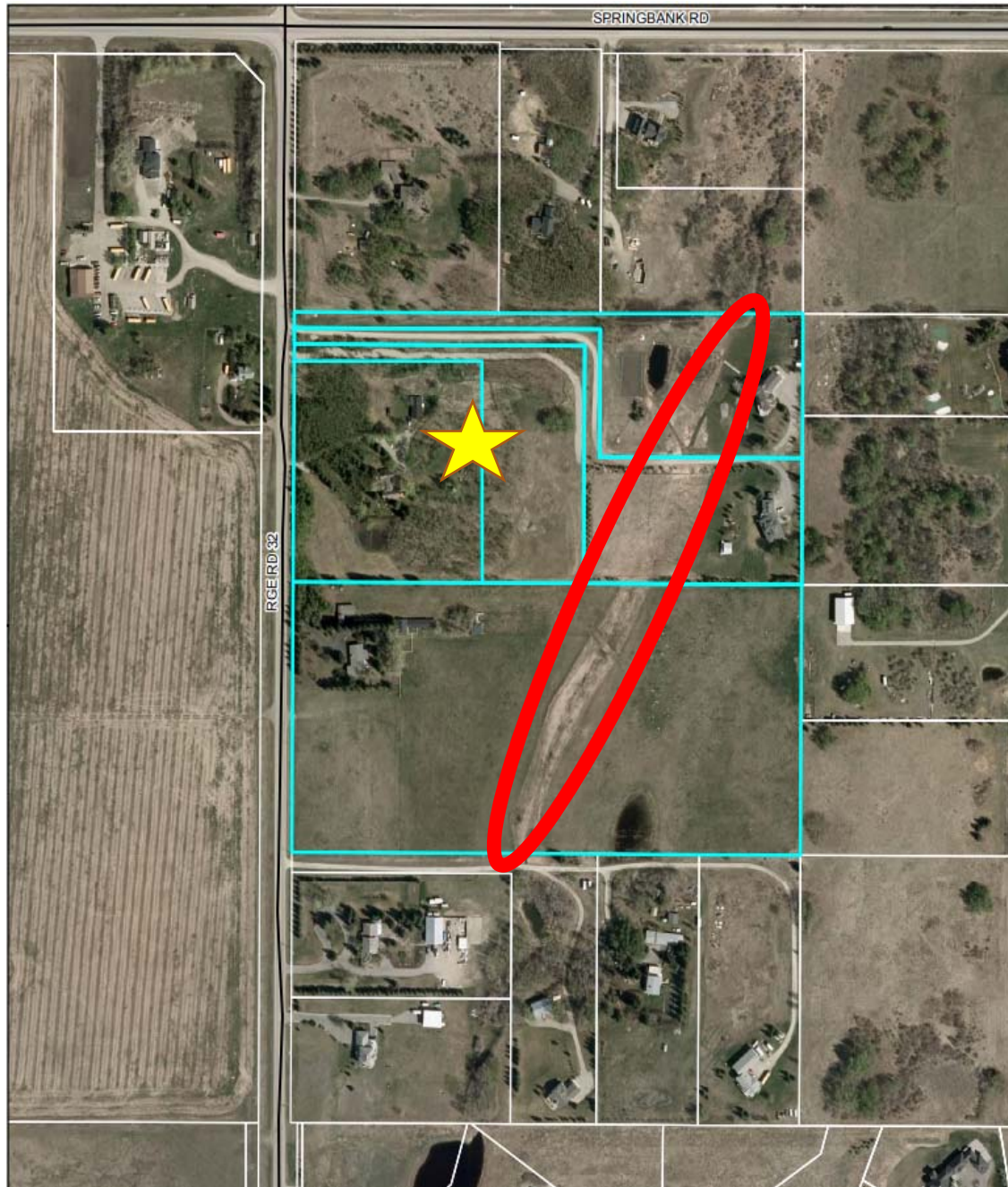
FIGURE 8: CONCEPTUAL RENDERING FOR REDESIGNATION



## BUCKLEY CONCEPTUAL SCHEME

Buckley Conceptual Scheme Smaller Area Rationale

FIGURE 9: CONCEPTUAL SCHEME SMALLER AREA RATIONALE



The Buckley Conceptual Scheme proposes a smaller area bounded by Range Road 32 on the west and the parcel boundaries for NW ¼ section, 23 township, range 3 west of the 5<sup>th</sup> meridian. Section 2.9.2 of the ASP states the following: “Notwithstanding the defined conceptual scheme boundaries as defined on Maps 11 and 12, future conceptual scheme boundaries may be altered without amendment to this Plan, at the discretion of Council; provided the alternate conceptual scheme area is comprehensive in nature; the implications of development proceeding within an alternate conceptual



## BUCKLEY CONCEPTUAL SCHEME

scheme boundary have been examined; and the Municipality determines that any on-site planning issues have been resolved pursuant to the provisions of this Plan.” Section 2.9.3 of the ASP states that: “Lots in Infill Residential Areas as shown on Map 11 are found in quarter sections that have been previously subdivided or have been developed to their current potential as 2 to 4-acre communities. Through the conceptual scheme process, the re-development of larger parcels into 2 - 4 acre lots is envisioned provided the interface considerations between existing and new residential lots have been comprehensively addressed.” a) Lands identified on Map 11 will not be eligible for further subdivision unless a conceptual scheme is prepared in accordance with the provisions of this plan, is approved by the Municipality, and is appended to the Central Springbank Area Structure Plan.” In the Buckley Conceptual Scheme, residential lots in the Infill Residential Area as defined on Map 11 will 2 acres in size, this lot size is prevalent in the immediate area.” Figure 2 - Existing Parcels Area Map shows the existing infill parcels and existing residences around the subject lands. The Buckley Conceptual Scheme 4.0 a). Buckley Conceptual Scheme Smaller Area Rationale Regional Development Constraints Regional Development Constraints (Figure 2) identifies the constraints within the Conceptual Scheme area identified in the Central Springbank ASP. The Existing Development Fragmentation Constraints: The lands outside the proposed Buckley Conceptual Scheme Plan Area are already developed into 3 parcels in such a way that it is impractical to overlay a new plan that would satisfy the varied interests of owners that may or may not want further development of their land. The two parcels to the east are approximately 5 acres in size and are configured so that additional subdivision is not possible due to size, location, the presence of a riparian zone and the topography of the parcels. The parcel to the South is 20 acres in total. The owner of the property to the South has owned it for over 50 years and has no intention of amending the property usage beyond its current scope and use. The property also has the riparian zone cutting through the SE portion of the property. Access to these parcels is only from Range Road. The Buckley Conceptual Scheme is the only land that is not fragmented by development in a way that precludes logical planning. It consists of two parcels containing approximately 10 acres. These two parcels will be consolidated into one to facilitate subdivision of lots for the proposed development. Figure 2 -Aerial Photo of subject lands shows the riparian zone and to the south and east of the Buckley Land. The Buckley Conceptual Scheme Figure 8 -Conceptual Scheme Smaller Area Rationale further demonstrates the Regional Traffic Access Constraints the Conceptual Scheme area identified. The two parcels to the east, currently share a panhandle access off of Range Road 32, the configuration of both lots further impedes access to these parcels if further subdivision was proposed. Access to the proposed Buckley development will be from RR 32.

## BUCKLEY CONCEPTUAL SCHEME

## Appendix 1: Aquifer Analysis

**Alberta** **Water Well Drilling Report** [View in Metric](#)

The driller supplies the data contained in this report. The Province disclaims responsibility for its accuracy. The information on this report will be retained in a public database.

GIC Well ID 9546365  
GoA Well Tag No.  
Drilling Company Well ID  
Date Report Received 2019/02/26

GOWN ID

Well Identification and Location										Measurement in Imperial
Owner Name	Address		Town		Province		Country		Postal Code	
BUCKLEY RYAN										
Location	1/4 or LSD	SEC	TWP	RGE	W of MER	Lot	Block	Plan	Additional Description	
	NW	23	24	3	5					
Measured from Boundary of				GPS Coordinates in Decimal Degrees (NAD 83)				Elevation		
ft from				Latitude 51.063251 Longitude -114.321444				ft		
ft from				How Location Obtained				How Elevation Obtained		
				Not Verified				Not Obtained		

Drilling Information		Type of Work
Method of Drilling	Rotary - Air	New Well
Proposed Well Use	Domestic	

Formation Log			Measurement in Imperial
Depth from ground level (ft)	Water Bearing	Lithology Description	
1.00		Topsoil	
13.00		Till	
26.00		Brown Sandstone	
41.00		Gray Shale	
72.00	Yes	Gray Sand	
75.00		Gray Shale	

Yield Test Summary			Measurement in Imperial
Recommended Pump Rate	6.00 igpm		
Test Date	Water Removal Rate (igpm)	Static Water Level (ft)	

Well Completion				Measurement in Imperial
Total Depth Drilled	Finished Well Depth	Start Date	End Date	
75.00 ft	75.00 ft	2019/01/10	2019/01/10	
<b>Borehole</b>				
Diameter (in)	From (ft)	To (ft)		
7.78	0.00	18.00		
6.18	18.00	75.00		
<b>Surface Casing (if applicable)</b>		<b>Well Casing/Liner</b>		
Steel	Size OD : 6.62 in	Plastic	Size OD : 4.99 in	
Wall Thickness : 0.188 in	Bottom at : 18.00 ft	Wall Thickness : 0.125 in	Top at : 15.00 ft	
		Bottom at : 75.00 ft		
<b>Perforations</b>				
From (ft)	To (ft)	Diameter or Slot Width (in)	Slot Length (in)	Hole or Slot Interval (in)
55.00	75.00	0.125	6.00	12.00
Perforated by Saw				
<b>Annular Seal</b> Bentonite Chips				
Placed from	0.00 ft	to	18.00 ft	
Amount	1.00 Bags			
<b>Other Seals</b>				
Type	At (ft)			
<b>Screen Type</b>				
Size OD :	in			
From (ft)	To (ft)	Slot Size (in)		
Attachment				
Top Fittings	Bottom Fittings			
<b>Pack</b>				
Type	Grain Size			
Amount				

Contractor Certification	
Name of Journeyman responsible for drilling/construction of well	Certification No
LEWIS PARKHOUSE	4161Q
Company Name	Copy of Well report provided to owner
AQUACLEAR DRILLING INC.	Yes
	Date approval holder signed
	2019/02/26

## BUCKLEY CONCEPTUAL SCHEME

Alberta Water Well Drilling Report										View in Metric	
The driller supplies the data contained in this report. The Province disclaims responsibility for its accuracy. The information on this report will be retained in a public database.										GIC Well ID 9546365	
GOWN ID										GoA Well Tag No.	
										Drilling Company Well ID	
										Date Report Received 2019/02/26	
Well Identification and Location											
Owner Name BUCKLEY RYAN											
Address Town Province Country Postal Code											
Location 1/4 or LSD SEC TWP RGE W of MER Lot Block Plan Additional Description											
Measured from Boundary of											
GPS Coordinates in Decimal Degrees (NAD 83)											
Latitude 51.063251 Longitude -114.321444											
Elevation ft											
How Location Obtained											
Not Verified											
How Elevation Obtained											
Not Obtained											
Additional Information											
Distance From Top of Casing to Ground Level 24.00 in											
Is Artesian Flow											
Rate igpm											
Is Flow Control Installed											
Describe											
Recommended Pump Rate 6.00 igpm											
Pump Installed											
Depth ft											
Recommended Pump Intake Depth (From TOC) 70.00 ft											
Type											
Make											
H.P.											
Model (Output Rating)											
Did you Encounter Saline Water (>4000 ppm TDS)											
Depth ft											
Well Disinfected Upon Completion Yes											
Gas											
Depth ft											
Geophysical Log Taken											
Submitted to ESRD											
Sample Collected for Potability											
Submitted to ESRD											
Additional Comments on Well											
NO PUMPTEST DONE. Q 20 TO BE DONE AT ANOTHER DATE											
Yield Test											
Taken From Ground Level											
Measurement in Imperial											
Test Date											
Start Time											
Static Water Level											
ft											
Method of Water Removal											
Type											
Removal Rate igpm											
Depth Withdrawn From ft											
If water removal period was < 2 hours, explain why											
Water Diverted for Drilling											
Water Source											
Amount Taken											
ig											
Diversion Date & Time											
2019/01/10 7:00 AM											
Contractor Certification											
Name of Journeyman responsible for drilling/construction of well											
LEWIS PARKHOUSE											
Company Name											
AQUACLEAR DRILLING INC.											
Certification No											
4161Q											
Copy of Well report provided to owner											
Yes											
Date approval holder signed											
2019/02/26											



## BUCKLEY CONCEPTUAL SCHEME

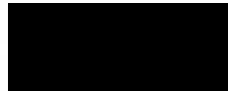


Groundwater Information  
Technologies Ltd.

**Phase I Aquifer Analysis****NW ¼ - 23 – 24 – 3W5****Rockyview County**

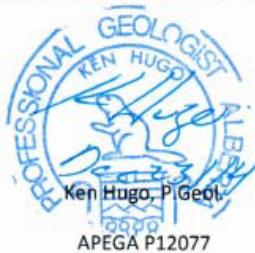
Prepared For:

Ryan Buckley



Prepared By:

Groundwater Information Technologies Ltd.



Ken Hugo, P. Geol.

APEGA P12077

December 23 2014

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#44, 2110 - 41 Avenue NE, Calgary, Alberta T2E 8Z7

## BUCKLEY CONCEPTUAL SCHEME

**Executive Summary**

A review of available data was undertaken for a proposed country residential subdivision in NW – 23 – 24 – 3W5 to determine expected water well yield and aquifer zones. Previously published geological and hydrogeological studies were examined along with an examination of water well drillers reports and groundwater quality analysis reports for the area.

Aquifers underlying the site consist of sandstone deposits of the Lacombe member of the Paskapoo Formation. Good aquifers are usually found at depths of less 60 m and aquifers may be found at depths in excess of 75 m. Groundwater use is moderate in the area consisting of a combination of individual wells to supply country residential lots and licensed wells for subdivisions. Approximately 100 groundwater users are present within a 1 km radius of the site.

Water yields from the aquifers are relatively high with safe yields ranging from 1033 m<sup>3</sup>/day to 14.9 m<sup>3</sup>/day (158 – 2.3 imperial gallons per minute) with an average rate of 346 m<sup>3</sup>/day (53 gallons per minute). This is in excess of the 1250 m<sup>3</sup>/year of water required by the Water Act for a residential subdivision and the calculations indicate that the average well in the area is capable of supplying the necessary water for the proposed subdivision.

A survey of static water levels in nearby wells when first installed show no decrease of water levels with time and indications of aquifer dewatering is not present. Adverse effects to existing users on aquifer supplies will not result due to pumping from the well at the proposed subdivision.

The water quality in the area is marginally acceptable with a total dissolved solids concentration of around 1000 mg/L and many users may prefer to treat the water by reverse osmosis or distillation to lower the salinity. High iron content may also be found which may require treatment.

BUCKLEY CONCEPTUAL SCHEME

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Appendix 2 – Water quality analysis report

## BUCKLEY CONCEPTUAL SCHEME

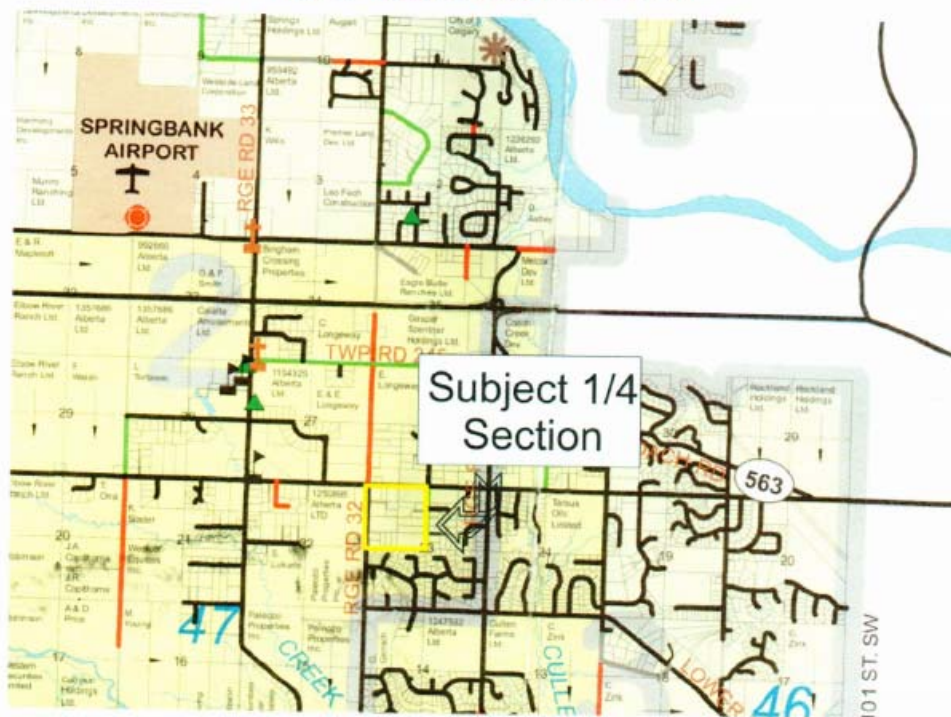
**Introduction**

At the request of Ryan Buckley an aquifer analysis was undertaken at a parcel of land located within the SW ¼ - Section 27 – Twp 24 – Rge 3W5M within Rockyview County. The purpose of the analysis was to determine whether the aquifers underlying the site can supply water for a proposed subdivision of an existing parcel with legal title of Lot 5 Plan 911 1699 into two parcels for residential use. Water needs for each parcel, according to the Water Act, are to be supplied at a rate of 1250 m<sup>3</sup>/year without causing an adverse effect to existing users.

This review consists of an examination of currently available information and should provide an estimate into depths, yields and quality of water from the aquifer(s) underlying the site. As no drilling or pumping tests were performed as part of the investigation, the review provides a representative analysis but no guarantees are provided as to actual water quantity or quality that may be obtained by a well on site.

The site is located within the Springbank area west of the City of Calgary. A portion of the County of Rockyview map showing the subject site is as follows:

*Figure 1 - Key plan showing subject location*



## BUCKLEY CONCEPTUAL SCHEME

**Site and Geological Description**

The subject site consists of a 10 acre that is to be subdivided into two parcels with a 4 acre parcel and 6 acre parcel. Access to the 4 acre parcel is from a pan handle road from 165<sup>th</sup> Street. A single family residence is currently located on the west portion of the parcel. A surveyed tentative subdivision plan showing the proposed subdivision (Lots 8 & 9) is as follows:

*Figure 2 – Portion of Real Property Report of Site*



According to the Surface Materials of the Calgary Urban Sheet: Calgary Sheet (Moran, ARC, 1986), strata immediately underlying the site consists of clays of the Lochend unit that were deposited under lake conditions. According to water well records in the area this unit is approximately 10 m thick. No aquifers are believed to be present in this unit and the presence of this unit is favourable as it serves as a confining layer which can prevent contaminants (such as septic field effluents) from moving down into underlying aquifers.

Underlying these unconsolidated units are sandstones, siltstones and shales of the Paskapoo Formation. This formation has recently been described in the ERCB/AGS Bulletin 66 (Geostatistical Rendering of the Architecture of the Hydrostratigraphic Units within the Paskapoo Formation, Central Alberta, August



## BUCKLEY CONCEPTUAL SCHEME

2012). The Paskapoo Formation is approximately 250 m thick in the area and serves as the aquifer supply to water wells.

Aquifers within this formation are generally found with sandstone bodies. These sandstone bodies consist of river channel fill deposits, or overbank flood deposits. Frequently several channel fill deposits can be stacked on top of each other, forming thick sandstones. Many of the wells obtain water from individual sandstone channels that are separated by shale intervals.

In the area the Paskapoo Formation consists of a unit called the Lacombe Aquitard, which generally contains less sandstone channels than parts of the Paskapoo Formation in other areas, although locally the sandstone bodies appear to be quite well developed. Fracturing may be present in some of the sandstones that aid in the productivity of the aquifer.

A report entitled Regional Groundwater Assessment for Rockyview County, prepared for Agriculture and Agri-Food Canada, has split the Lacombe Aquitard into several units with the uppermost unit consisting of the Dalehurst Aquifer which is underlain by the upper Lacombe and lower Lacombe aquifers. Yields within these units in the area are usually relatively good, on the order of 1.5 – 10.5 imperial gallons per minute with several wells in the area capable of supplying water in excess of 15 imperial gallons per minute.

According to the Regional Groundwater Assessment, the water quality is moderate with a total dissolved solids concentration ranging around 1000 mg/L. High iron content may be found and should be tested and evaluated within each well.

### Water Wells and Groundwater Usage in Area

The Alberta Environment water well database shows that approximately 100 wells have been installed within 1 km of the site indicating a relatively high amount of groundwater usage. Well depths range from 25 – 100 m, but most wells are less than 60 m deep. Over 95% of the wells are used for domestic purposes with some wells used domestic and stock usage.

Initial well yields range from 3.5 – 60 imperial gallons per minute, but most wells yields are within the range of 3 – 15 gallons per minute, indicating that moderate aquifers are generally encountered. No dry holes are located in the area, showing that a relatively high chance of obtaining a groundwater supply is assured.

A review of Alberta Environments water license and registration database was undertaken to determine large users of groundwater. A search of license and registrations of the subject section and 8 adjoining sections was undertaken. The following table summarizes licenses and registrations:

## BUCKLEY CONCEPTUAL SCHEME

Table 1 - Licenses and Registrations

Section	Registrations	Licenses
13 – 24 – 3W5	1	Springshire 9 acre-feet – municipal Springate 7 acre-feet – municipal
14 – 24 – 3W5	1	--
15 – 24 – 3W5	--	--
22 – 24 – 3W5	--	--
23 – 24 – 3W5	--	Potts 2 acre-feet – municipal Hyhill Land 3 acre feet – munipal
24 – 24 – 3W5	--	Culleen Creek 5 acre-feet – municipal Poplar View 8 acre feet – municipal
25 – 24 – 3W5	1	--
26 – 24 – 3W5	2	Mountain View Lutheran 0.8 acre-feet – institutional
27 – 24 – 3W5	--	Springview Water Coop 2 acre-feet – municipal

The registrations are for a maximum amount of 6250 m<sup>3</sup>/year and are not specified to be from surface water or groundwater. The water licenses are generally for small subdivisions residential water supply. Moderate amount of groundwater use in the area is indicated based on the water well and water license records.

### Water Well Testing

More detailed determination of aquifer capability was undertaken by examining the water well drillers reports in the area. Well records that had pumping test records (as opposed to an air test) were utilized to determine aquifer parameters such as transmissivity and available head.

Seventeen water well drilling reports were found with suitable pumping test records. The pumping test data was analyzed with the aid of the AQTESOLV computer program developed by Hydrosoft Inc. A confined radial flow model was used to represent aquifer conditions. These values were used to calculate the 20 year safe yield of the well by utilizing the Cooper and Jacob non-equilibrium equation:

$$Q_{20} = \frac{TH}{0.183} / \log(2.25 T x t / r_w^2 x S) x 0.7$$

Where

$Q_{20}$	=	20 year safe yield
$H$	=	Available Head (- from well measurements)
$T$	=	Transmissivity (calculated from pump test)
$S$	=	Aquifer Storativity ( $5 \times 10^{-5}$ , estimated)
$t$	=	Time (20 years or 7305 days)
$r_w$	=	Well bore radius (0.0825 m)



## BUCKLEY CONCEPTUAL SCHEME

0.7 = Safety factor

A summary of the results is as follows:

**Table 2 - Aquifer parameters**

Section / Owner	Location	Well ID	Aquifer Zone - feet	Available Head - m	Hydraulic Conductivity – m <sup>2</sup> /day	Q20 m <sup>3</sup> /day
Longway	SW - 26	349841	57 - 86	4.6	398	527
Moddle	4 - 24	386023	75 - 80	12.8	277	1033
Davis	6 - 25	386048	76 - 100	4.9	1803	994
Davis	6 - 25	386086	94 - 120	11	180.3	586
Springside	NW - 24	389039	40 - 48	8.5	426	1040
Grimshaw	SE - 26	469213	111 - 140	15.5	7	36
Pasternak	SW - 26	1020661	77 - 79	11	4	14.9
Edwards	NE - 23	1021015	153 - 189	19.2	42	251
Huchman	SE - 27	10212185	171 - 215	22.2	44.8	308
Huchman	SE - 27	1021206	175 - 194	21.6	16.1	112
Huchman	SE - 27	1021207	43 - 68	6.1	13.3	26.3
Clark	5 - 25	1021894	92 - 110	11.6	6.2	24
Longway	4 - 26	1022267	65 - 70	10.4	12.7	42.9
Branacaccio	15 - 23	1022423	61 - 87	4.3	57.5	19.0
Doan	SE - 27	1240029	182 - 196	23.8	14.4	111
Kiddel	6 - 26	1725010	71 - 92	15.2	6.5	32.9

Flow rates range from 1033 m<sup>3</sup>/day to 14.9 m<sup>3</sup>/day (158 – 2.3 imperial gallons per minute) with an average rate of 346 m<sup>3</sup>/day (53 gallons per minute). These are relatively high values and show that generally wells in the area are capable of supplying necessary water needs for both individual subdivisions and licensed community supplies.

It is observed that generally the shallower aquifers (depths less than 100 feet) are more productive. This is frequently observed as shallower sandstones can be quite permeable than lower ones, likely due to a combination of fracturing, compaction and cementation effects. However if shallow aquifers are not encountered a high chance of encountering a suitable aquifer at moderate depths (100 – 200 feet) still exists.

## BUCKLEY CONCEPTUAL SCHEME

### Water Level Trends

The static water level at the time of drilling of each well was examined to determine whether indications of aquifer dewatering are occurring. Due to the range of well depths, three intervals were examined (less than 100 feet, 100 – 200 feet, greater than 200 feet). A table illustrating the changes are as follows:

**Table 2 Water level changes with time**

Decade / Depth	Less than 100 feet	100 – 200 feet	Greater than 200 Feet
1960's	33 N = 2	47.5 N = 2	200 N = 1
1970's	47 N = 9	79 N = 10	157 N = 3
1980's	34 N = 2	72 N = 11	99 N = 7
1990's	44 N = 11	61 N = 8	--
2000's	36 N = 4	74 N = 3	104 N = 3
2010's	42 N = 2	27 N = 3	--

As expected deeper wells generally show deeper average static water levels. No trends in the data with time is observed and indications of aquifer dewatering do not appear to be occurring.

### Water Quality

A water quality analysis report was collected from the Alberta Environment database for a well in 13 – 22 – 24 – 3W5. This analysis should be representative of the general groundwater quality in the area. A copy of the chemical analysis report is attached in Appendix 2. A summary of the results is as follows:

**Table 3 - Water Quality Analysis**

Parameter	Result	Drinking Water Quality
Lab pH	7.90	6.5 – 8.5
Lab Electrical Conductivity	1820	
Calcium	84	
Magnesium	35	
Sodium	305	200

## BUCKLEY CONCEPTUAL SCHEME

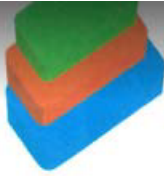
Potassium	4.7	
Iron	3	0.3
Manganese	-	0.05
Chloride	2	250
Fluoride	0.19	1.5
Nitrate	< 0.05	10
Sulfate	575	500
Bicarbonate	500	
Total Dissolved Solids	1252	500
Total Coliforms	N.A.	< 1
E. coli bacteria	N.A.	< 1

All results in mg/L except conductivity in  $\mu\text{S}/\text{cm}$  coliform in CFU/100 ml and pH in pH units. N.A. = Not Analyzed

The results show that the groundwater is a sodium sulphate type water of moderate Total Dissolved Solids concentration. Treatment for iron may be required. Lowering of the total dissolved solids concentration by reverse osmosis or distillation will likely be required by many users.

It would be expected that water quality from a well in the subdivision would be somewhat different, and it is recommended that water quality samples be collected from each supply well and analyzed for treatment that may be required.

## BUCKLEY CONCEPTUAL SCHEME



Groundwater Information  
Technologies Ltd.

**Phase II – Groundwater Supply Evaluation**

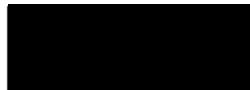
**Residential Subdivision Development**

**NW – 23 – 24 – 3W5**

**Well ID 9546362**

Prepared For:

Ryan Buckley



Prepared By:

Groundwater Information Technologies Ltd.

Ken Hugo, P.Geol.

APEGA P 12077



Alanna Felske, MSc, GIT

January 24<sup>th</sup>, 2019

File No: 19 – 1612

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#44, 2110 – 41 Avenue NE, Calgary, Alberta T2E 8Z7  
403-250-3518

## BUCKLEY CONCEPTUAL SCHEME

Groundwater Information  
Technologies Ltd.Groundwater Supply Evaluation – Phase II  
Well 9546362 – NW – 23 – 24 – 3W5**Executive Summary**

A pumping test was undertaken on a newly installed water well within a proposed subdivision in NW – 23 – 24 – 3W5 to determine if the aquifer underlying the site can provide water at a sustained rate of at least 3.5 m<sup>3</sup>/day, for an annual volume as defined in the Water Act, of 1,250 m<sup>3</sup>.

The well obtains its water from a bedrock sandstone aquifer at depths of 9.5 – 16.2 meters below ground. No direct connection with surface water is believed to be present and clays and shales overlying the aquifer should aid in preventing surface water contaminants, such as septic field effluents, from migrating to the aquifer, however due to the relatively shallow nature of the well all setbacks from septic fields should be observed in future development.

A pumping test was conducted on the well in January of 2019 by personnel from TITAN Water Systems. The supply well was pumped at a rate of 5 imperial gallons per minute or 22.7 liters per minute for a period of 1459 minutes. Water levels were measured for an additional 1441 minutes following pumping cessation.

A 20-year safe yield of 156.7 m<sup>3</sup>/day (23.9 imperial gallons per minute or 57,218 m<sup>3</sup>/year) was calculated. This value is in excess of the 1,250 m<sup>3</sup> per year as required by the Water Act and shows the well can supply the necessary amount of water.

No adverse effects to existing domestic, licensed or traditional agricultural groundwater users should result due to production of water from this well for domestic purposes.

The groundwater from the well is a calcium bicarbonate type of moderate salinity (TDS = 735 mg/L). The analysis of water from the well indicates the supply is suitable for human consumption and use without treatment.



## BUCKLEY CONCEPTUAL SCHEME

Groundwater Information  
Technologies Ltd.Groundwater Supply Evaluation – Phase II  
Well 9546362 -- NW – 23 – 24 – 3W5**Table of Contents**

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## BUCKLEY CONCEPTUAL SCHEME

Groundwater Information  
Technologies Ltd.Groundwater Supply Evaluation – Phase II  
Well 9546362 -- NW – 23 – 24 – 3W5**List of Appendices**

Appendix A – Subdivision Map

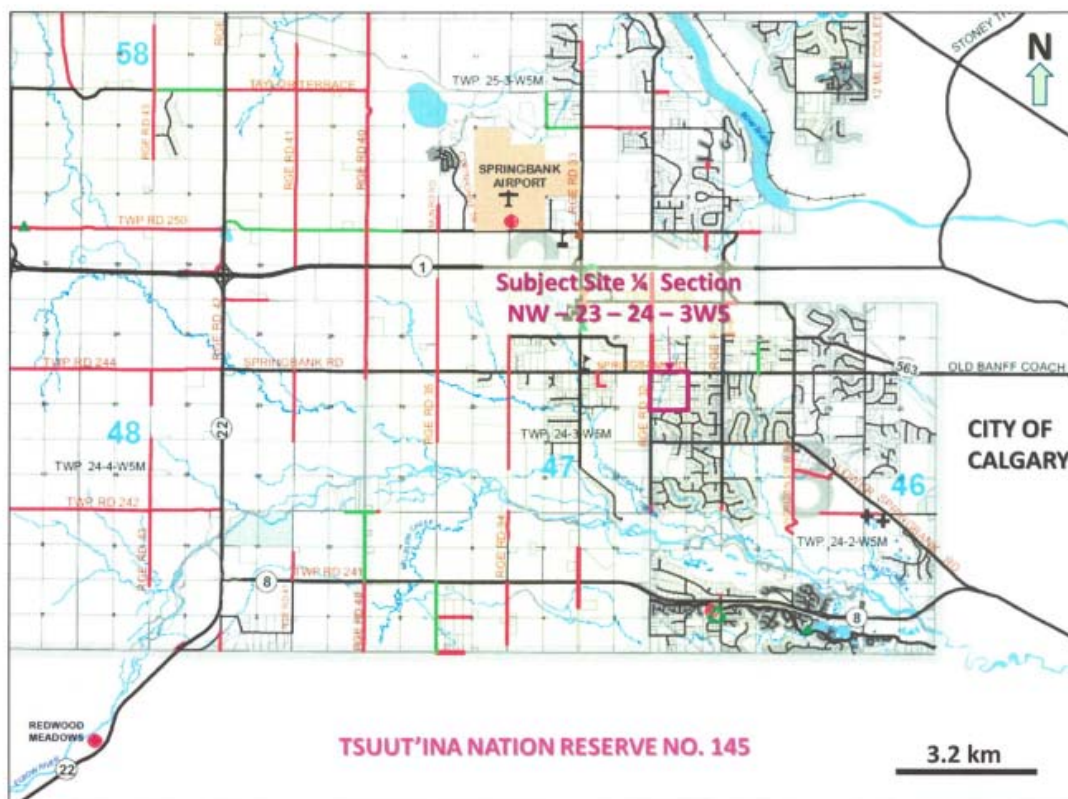
Appendix B – Water Well Drilling Report

Appendix C – Water Chemistry Report

## BUCKLEY CONCEPTUAL SCHEME

Groundwater Information  
Technologies Ltd.Groundwater Supply Evaluation – Phase II  
Well 9546362 -- NW – 23 – 24 – 3W5**[1.0] Introduction**

An aquifer analysis was undertaken for a residential supply well located on a proposed 4.0-acre parcel subdivision in the NW quarter section of 23 – 24 – 3W5 to determine if the well could provide water at a rate of 1,250 m<sup>3</sup>/year without causing adverse effects to existing groundwater users. The site is located within Rocky View County, Alberta. A portion of the Rocky View County land map showing the site ¼ section location is as follows:

**Figure 1: Rocky View County land map and quarter section location**

The new proposed 4.0-acre subdivision will be supplied by an individual well located on the proposed parcel. This report is to determine whether a newly installed well (GIC well ID # 9546362) on the proposed subdivision is capable of supplying water for a residence.

The location of the well was measured by personnel from Groundwater Information Technologies Ltd. using a handheld Garmin 64s GPS device and is at: 51.064461° N, -114.324642° E.

A site plan of the proposed subdivision showing the well location is as follows:

## BUCKLEY CONCEPTUAL SCHEME

Groundwater Information  
Technologies Ltd.Groundwater Supply Evaluation – Phase II  
Well 9546362 -- NW – 23 – 24 – 3W5

Figure 2: Air photo with well location



Additional subdivision boundary information is included in Appendix A.

### [2.0] Water Well Supply Needs

The well is proposed to be for a single lot residential use. According to the Water Act each residential lot is entitled to water at a rate of 1,250 m<sup>3</sup> annually.

### [3.0] Site Description

#### [3.1] Topography

The site is located 5.6 km west of the City of Calgary and is in a predominantly residential area with a moderate to high density of residential acreages scattered around the site and within the subject site quarter section.

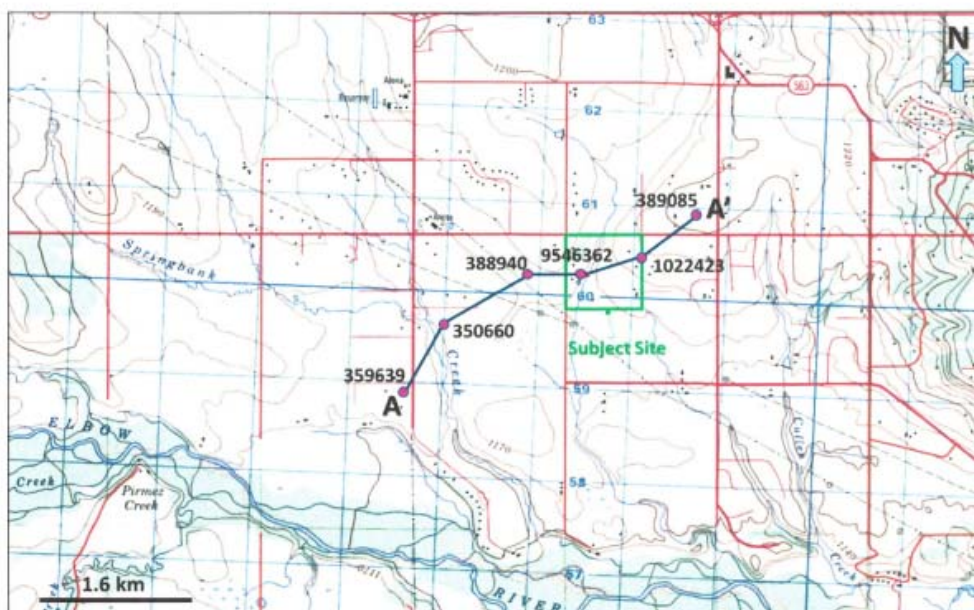


## BUCKLEY CONCEPTUAL SCHEME

Groundwater Information  
Technologies Ltd.Groundwater Supply Evaluation – Phase II  
Well 9546362 – NW – 23 – 24 – 3W5

The site is located at an approximate elevation of 1,170 meters above sea level. The site is close to several surface waterways. The Bow River is located 5 km to the northeast of the site and is at an approximate elevation of 1,091 m asl or 79 m below the site. Springbank Creek is located 2.4 km to the south of the site and is at an elevation of 1,055 m asl or 115 meters below the site. The Elbow River is located 2.6 km to the south of the site and is at an elevation of 1,137 m asl or 33 meters below the site. An unnamed coulee is located 100 meters southeast of the site and is at an approximate elevation of 1,167 meters or 3 meters below the site. A topographic map with the subject site quarter section is shown as follows:

Figure 3: Topographic map with quarter section and geologic cross section location



An additional map with detailed site topography is included in Appendix A.

### [3.2] Surficial geology

According to the Alberta Research Council Map 204 entitled "Surface Materials of the Calgary Urban Area: Calgary Sheet NTS 82-O/1" (S.R. Moran, 1986) the area is interpreted to be silts and clays of the Lochend drift which was deposited in an offshore lacustrine (lake) environment. Local topography is characterized by low to moderate-relief hummocky terrain as a result of original deposition on stagnant ice followed by subsequent ice melting.

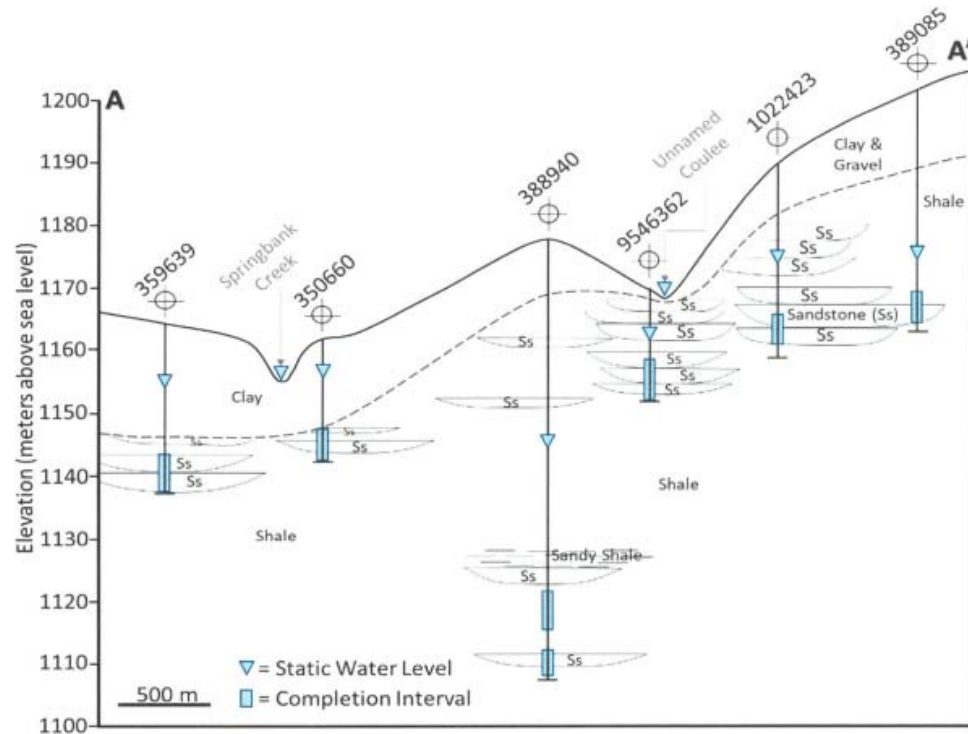
According to area Water Well Drillers Reports the surficial sediments, consisting of clay and gravel till, are approximately 7 to 17 meters thick and underlain by sandstone and shale bedrock. No useable aquifers are believed to exist within these upper deposits. The presence of the shale and clays is favourable in preventing contamination from surface source (such as septic field effluent) from entering lower aquifers.

## BUCKLEY CONCEPTUAL SCHEME

Groundwater Information  
Technologies Ltd.Groundwater Supply Evaluation – Phase II  
Well 9546362 – NW – 23 – 24 – 3W5**[3.3] Bedrock Geology**

Wells in the area are likely completed within strata belonging to the Dalehurst Member of the Paskapoo Formation. The Dalehurst Member is comprised mostly of shale and siltstone with lesser interbedded sandstone, bentonite and coal seams. The target aquifers are sandstone channel deposits or silty-sand deposits from along the margin of fluvial settings. When several channels are stacked on top of each other then an exceptional aquifer can be found, but often sufficient water is obtained from individual sandstone aquifers separated by shale units.

A cross section was constructed in Figure 4 using water well records from the area to show relative thickness of surficial quaternary deposits and depth to bedrock, as follows:

**Figure 4. Geologic Cross Section A – A'**

Much of the Dalehurst Member consists of shale with less prolific fluvial sandstone channel aquifers that are relatively isolated from each other by the shale overbank deposits. Water levels generally follow surface topography and most do not correlate with each other, indicating wells are producing from aquifer units which are not hydraulically connected to one another. The water level in the wells also do not correspond to the surface water levels found in Springbank Creek or the unnamed coulee near the site, suggesting the wells produce from confined aquifers which are not in hydraulic connection to these surface water bodies.

## BUCKLEY CONCEPTUAL SCHEME



Groundwater Supply Evaluation – Phase II  
Well 9546362 – NW – 23 – 24 – 3W5

#### [4.0] Area groundwater users

The Alberta Environment and Parks (AEP) water well database lists 126 wells within a 1.6 km (1 mile) radius of the pumping well. The majority of these wells are for domestic purposes, with 7 wells also dedicated to stock watering. Well depths range from 14 – 122 meters with most wells on the order of 20 – 35 m deep. Initial static water levels in the area range from 5 – 34 metres below the top of casing.

A search of AEP water licence database was undertaken for the subject section and adjoining 8 sections to determine if any water licences are present in the area. A summary of ground water licences and registrations in the area is as follows:

**Table 1: Groundwater licenses and registrations**

Location	Registrations	Licenses	Volume (m <sup>3</sup> /year)	Production Zone	Licensee
SW – 13 – 24 – 3W5	1	2	10,911 8,638	25.9 – 31.1 25.9 – 28.3	Springshire Water Supply Ltd. Springgate Water Co-op Ltd.
14 – 24 – 3W5	1	-	-	-	Glenview Stables Ltd.
SW – 15 – 24 – 3W5	-	1	66,608	1.5 – 3.7 2.4 – 4.0 1.8 – 3.4 2.4 – 4.0	Calalta Waterworks Ltd.
16 – 23 – 24 – 3W5	-	1	2,273	106.7 – 117.0	Donald A. Potts
4 – 23 – 24 – 3W5	-	1	4,546	21.3 – 27.4 11.6 – 13.7	Murray Acres Estates Ltd.
7 – 24 – 24 – 3W5	-	1	6,819	12.8 – 16.8	Cullen Creek Estates Utility Co. Ltd.
11 – 24 – 24 – 3W5	-	1	9,092	12.2 – 16.5	Poplar View Utilities Ltd.
25 – 24 – 3W5	1	-	-	-	M. Gordon Bryan
16 – 26 – 24 – 3W5	2	1	909	67.1 – 79.2	Mountain View Lutheran Church
11 – 27 – 24 – 3W5	-	1	2,273	21.3 – 26.5	Springview Water Co-op Ltd.

Licences for surface waters withdrawals were not included in the Table 2 summary. Nine groundwater licenses were found in the area for a maximum extraction of 112,069 m<sup>3</sup> per year. Note that the italicized groundwater license, for Calalta Waterworks Ltd., produces from very shallow wells and essentially directly divert surface water from the Bow River so they would not be in direct competition for the bedrock groundwater resources targeted by other users. The total licensed diversion for bedrock groundwater resources is 45,461 m<sup>3</sup>/year. The groundwater use in the area can be described as moderate, consisting largely of subdivision water supply co-operatives.



## BUCKLEY CONCEPTUAL SCHEME

Groundwater Information  
Technologies Ltd.Groundwater Supply Evaluation – Phase II  
Well 9546362 -- NW – 23 – 24 – 3W5**[5.0] Pump Test****[5.1] Supply well details**

The production well was installed on site January 11, 2019 by personnel from Aquaclear Drilling Inc. The supply well location is shown in Figure 2, and the well's details are summarized in Table 2. The Water Well Drilling Report is attached in Appendix B.

**Table 2: Supply well details**

Well	Production Well
GIC Well ID	9546362
GPS Location	51.064461° N, -114.324642° E
Well depth (m)	16.8
Aquifer zone(m)	9.5 – 16.2
Screened Interval (m)	10.7 – 16.8
Surface Casing (m)	+0.6 – 5.5
Static water level after installation (m)	8.03

**[5.2] Details of the pumping test**

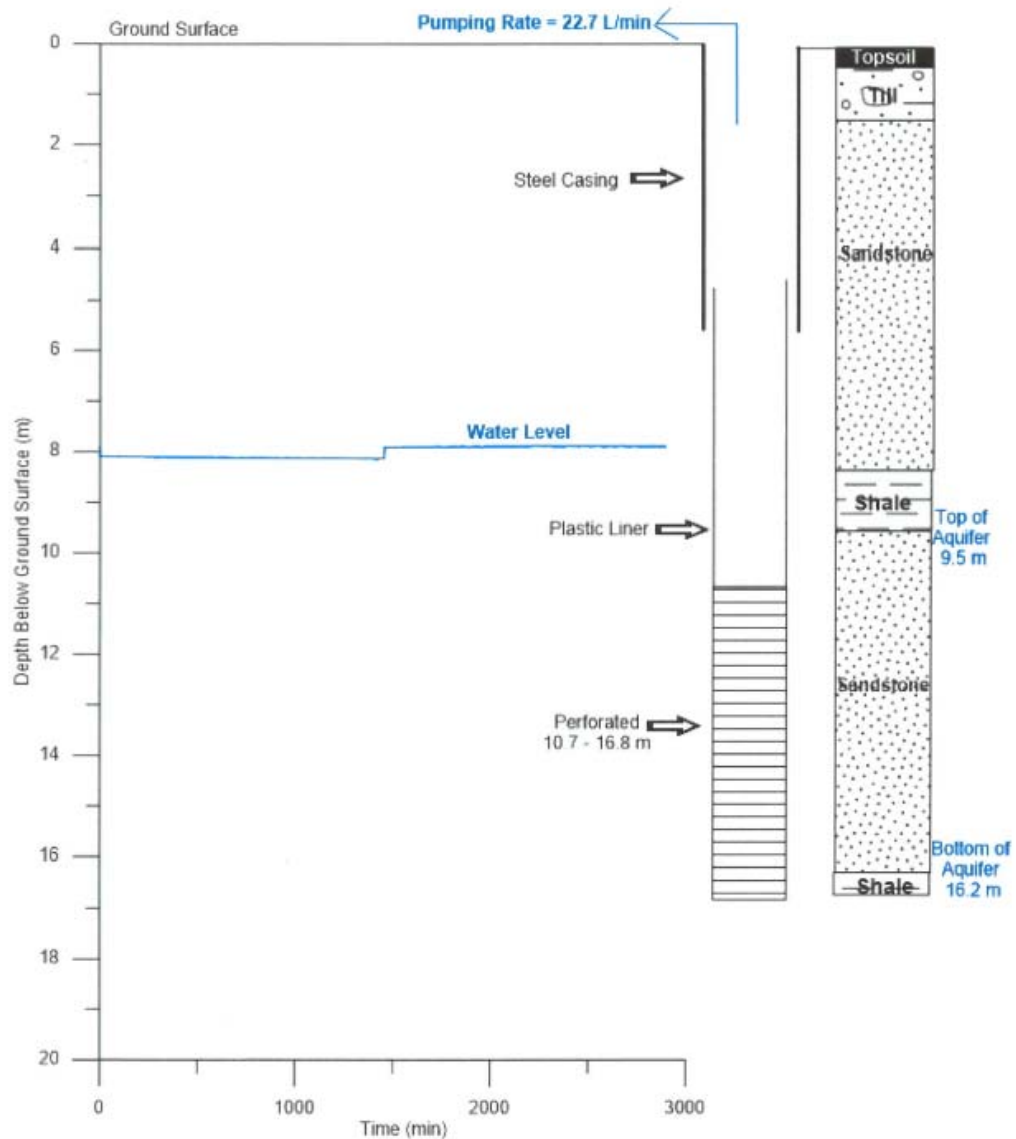
The pumping test was conducted January 14 – 16, 2019 by personnel from TITAN Water Systems Inc. The supply well was pumped at a rate of 5 imperial gallons per minute (igpm) or 22.7 liters per minute (L/min) for a period of 1459 minutes. Water levels were measured for an additional 1441 minutes following pumping cessation.

A graph showing water levels with time and a schematic of the well construction and strata of the supply well is as follows:

## BUCKLEY CONCEPTUAL SCHEME

Groundwater Information  
Technologies Ltd.Groundwater Supply Evaluation – Phase II  
Well 9546362 -- NW – 23 – 24 – 3W5

Figure 5: Pumping well schematic and water levels



The well had an initial static water level 7.91 metres below the top of the well casing (btoc) prior to pumping and drew down 0.22 metres to 8.13 metres btoc by the end of the pumping period. Water levels built up to 7.89 metres at the end of the buildup period for a recovery of 91%.

BUCKLEY CONCEPTUAL SCHEME



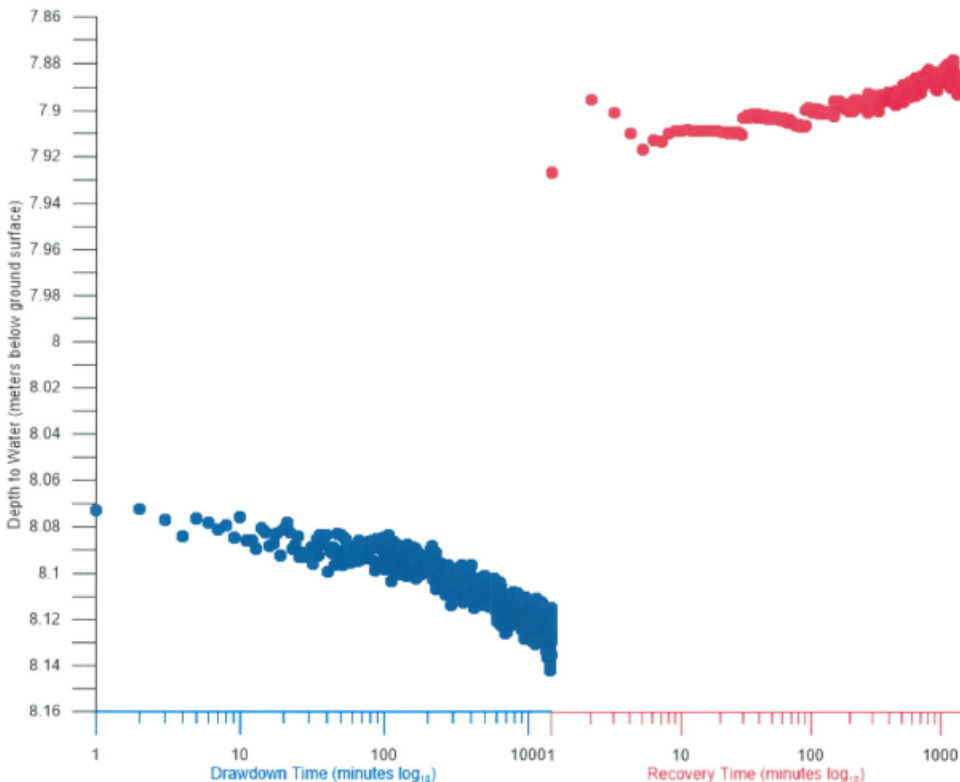
Groundwater Supply Evaluation – Phase II  
Well 9546362 -- NW – 23 – 24 – 3W5

[5.3] Pumping Test Interpretation

A productive well is indicated by the low amount of drawdown given the moderate pumping rate.

A dual semi-log graph of the pumping test data is shown in Figure 6 to illustrate the water level data during the pumping test more clearly.

Figure 6: Dual semi-log graph of drawdown and recovery in the pumping well



The rate of drawdown starts to stabilize after approximately 100 minutes of pumping and the slope of the drawdown curve is relatively shallow. The recovery curve shows the water level in the well returns rapidly to near static conditions once the pump is turned off. Both these curve forms indicate the aquifer is highly conductive and that the current well is likely placed near the center of the aquifer and not near the edges, where flow could be impacted by aquifer thinning and/or a reduction in aquifer quality.

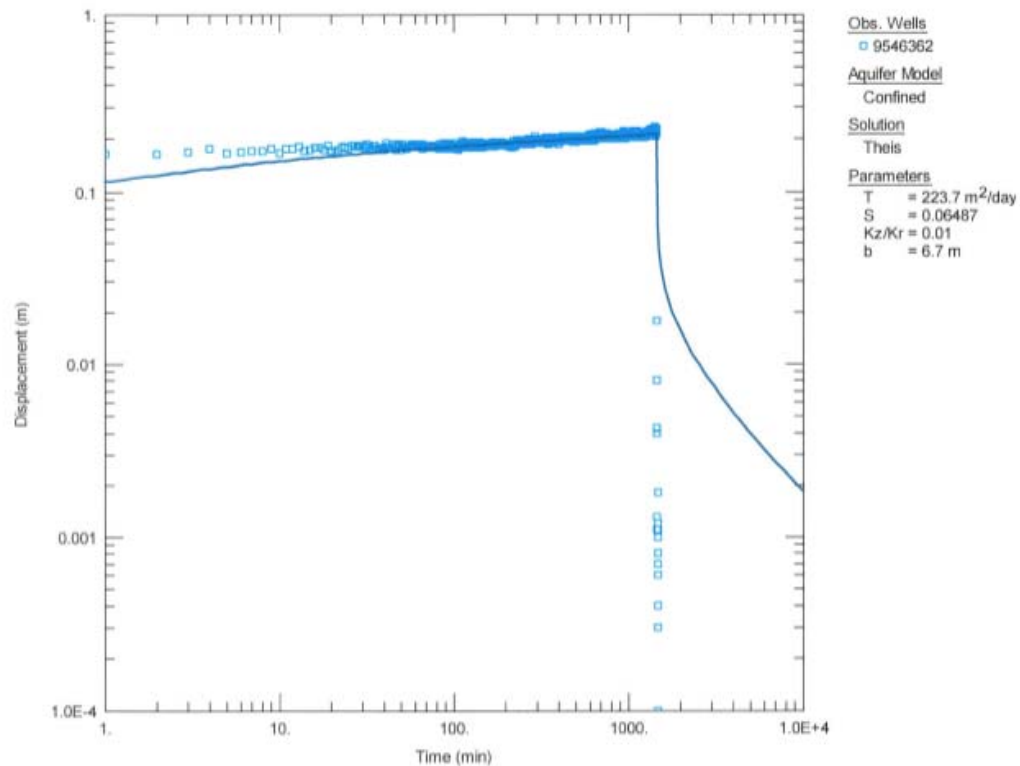
The thickness of the data curve, especially the drawdown (blue) curve, reflects the resolution of the data logger with the variation observed due to data logger noise over this relatively short reading interval.

## BUCKLEY CONCEPTUAL SCHEME

Groundwater Information  
Technologies Ltd.Groundwater Supply Evaluation – Phase II  
Well 9546362 -- NW – 23 – 24 – 3W5

The pumping test data was interpreted with the aid of the AQTESOLV program developed by Hydrosoft Inc. The Theis solution method was used for a confined aquifer with radial groundwater flow. A graph showing water level displacement with time and a fitted curve is as follows:

Figure 7: Theis solution fit to pumping test data



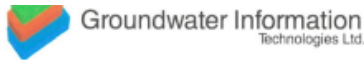
A relatively good fit to the curve is observed, with some deviation at early time, likely due to wellbore storage. A transmissivity of 223.7 m<sup>2</sup>/day is calculated indicating a highly productive well.

**[5.4] Well yield**

The twenty-year safe yield of the well ( $Q_{20}$ ) can be calculated using the modified Moell method as suggested in Alberta Environments Guide to Groundwater Authorization (March 2011) as follows:

$$Q_{20} = \frac{(0.7 * Q * H_a)}{S_{100min} + (S_{20yrs} - S_{100th})}$$

BUCKLEY CONCEPTUAL SCHEME



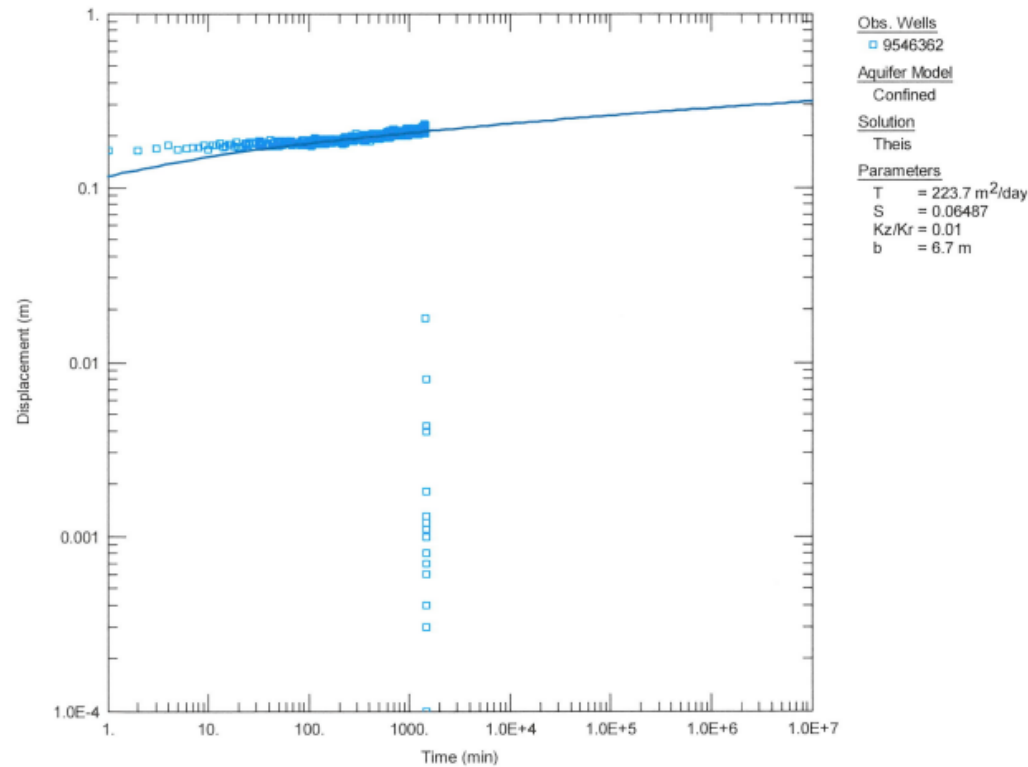
Groundwater Supply Evaluation – Phase II  
Well 9546362 -- NW – 23 – 24 – 3W5

Where

- Q - Pump test flow rate 32.7 m<sup>3</sup>/day (22.7 litres/min)
- H<sub>a</sub> - Available Head = 2.19 m
- S<sub>100 min</sub> - Observed drawdown at 100 minutes (0.19 m)
- (S<sub>20yrs</sub> – S<sub>100 th</sub>) - Difference between drawdown at 20 years and 100 min (0.32 – 0.19 m = 0.13 m)
- 0.7 - Safety factor

The theoretical 20-year drawdown is determined by extrapolating the Theis solution curve as follows:

Figure 8: Theis solution modeled to 20 years of pumping



Substituting in the above values a 20-year safe yield (Q<sub>20</sub>) of 156.7 m<sup>3</sup>/day (23.9 imperial gallons per minute or 57,218 m<sup>3</sup>/year) is calculated. This safe yield value is in excess of the 1,250 m<sup>3</sup>/year diversion required for the residential acreage and shows that the well is capable of supplying the necessary amount of water.

## BUCKLEY CONCEPTUAL SCHEME

Groundwater Information  
Technologies Ltd.Groundwater Supply Evaluation – Phase II  
Well 9546362 -- NW – 23 – 24 – 3W5**[6.0] Effect on water levels****[6.1] Existing users**

Using the Cooper-Jacob equation the expected drawdown in the aquifer at various time and distances due to pumping of the well can be calculated by the following formula:

$$s = \frac{(0.183 * Q)}{T} \times \text{Log} \left( \frac{2.25 * T * t}{r^2 S} \right)$$

Where

s	-	Drawdown (m)
S	-	Storativity ( $5.0 \times 10^{-5}$ )
Q	-	Licensed Pump Rate ( $3.5 \text{ m}^3/\text{day}$ )
T	-	Transmissivity ( $223.7 \text{ m}^2/\text{day}$ )
t	-	Time (days)
r	-	Radial distance from pumping well (m)

A table showing water level drawdown with distance as a function of time and distance is as follows:

**Table 3: Cooper-Jacob distance drawdown matrix**

Distance (m)/ Time (days)	Well	100	300	500	1000	1600	3000
1	0.03	0.01	0.01	0.00	0.00	0.00	0.00
7	0.03	0.01	0.01	0.01	0.01	0.00	0.00
30	0.03	0.01	0.01	0.01	0.01	0.01	0.00
365	0.03	0.02	0.01	0.01	0.01	0.01	0.01
1826	0.04	0.02	0.02	0.01	0.01	0.01	0.01
3652	0.04	0.02	0.02	0.01	0.01	0.01	0.01
7305	0.04	0.02	0.02	0.02	0.01	0.01	0.01

The following assumptions were included in the above calculation: No recharge is occurring, and all wells are screened over the same aquifer. From this table, we can infer that the most a neighboring well (< 300 m) in the same aquifer will experience in additional drawdown will be less than 1 meter over a 20-year pumping period.

The available head in the pumping well is 2.19 meters. The additional drawdown in the well of less than 1 meter after 20 years of pumping would not hinder the wells performance.



BUCKLEY CONCEPTUAL SCHEME



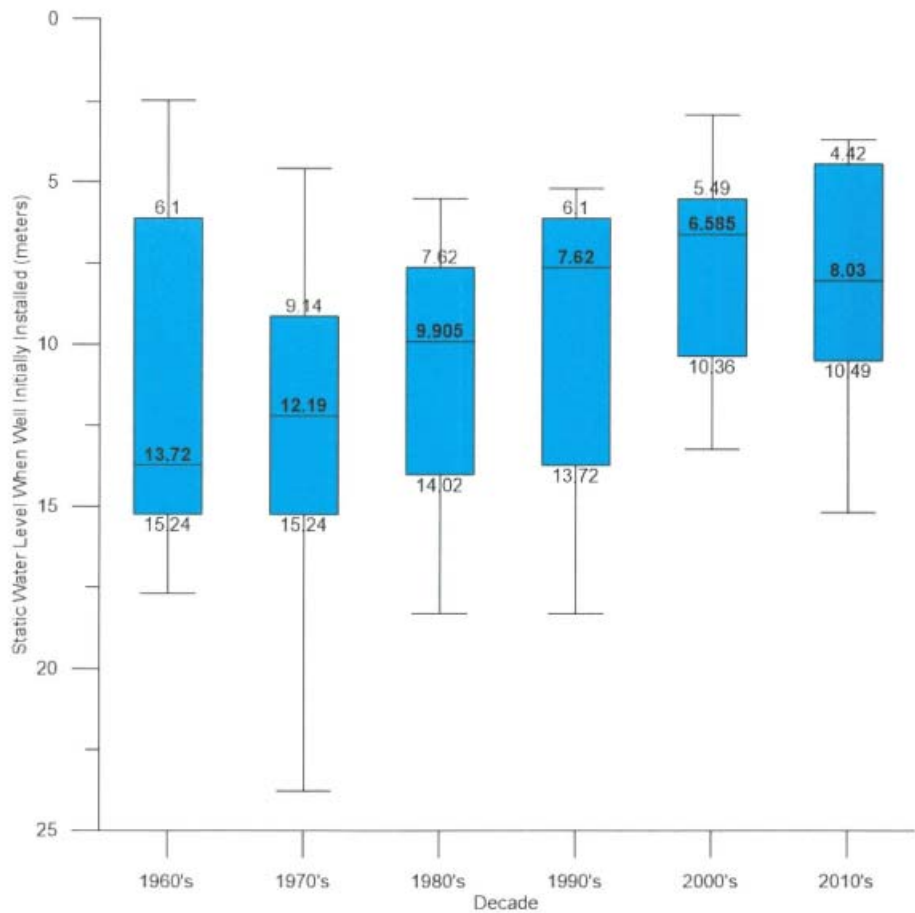
Groundwater Supply Evaluation – Phase II  
Well 9546362 – NW – 23 – 24 – 3W5

[6.2] Changes in Water Levels versus time

Water level data from when the wells were installed was collected from the water well database to illustrate trends in water level and determine if declining water levels are apparent. Wells within 1.6 km of the site that had water levels and were completed to depths of 14 – 35 m were examined.

A box plot showing average depth to water and range of values with time is illustrated as follows:

Figure 9: Water levels with time



Average static water levels in groundwater wells appear to increase from the 1960's through to the 2000's. Average water levels decreased slightly into the 2010's, but in general water levels in the area appear to be relatively constant with few major shifts. In the 1970's and 1990's, 24 wells were drilled in each decade, but it does not seem to have resulted in noticeable impacts on groundwater levels.

## BUCKLEY CONCEPTUAL SCHEME

Groundwater Information  
Technologies Ltd.Groundwater Supply Evaluation – Phase II  
Well 9546362 – NW – 23 – 24 – 3W5**[7.0] Water Quality**

Water samples were obtained for water quality assessment from the supply well by personnel from TITAN Water Systems on January 14, 2019. The samples were collected into the appropriate containers and delivered to Kaizen Lab on January 18, 2019 for analysis. The water analysis report from Kaizen Lab is attached in Appendix C and a summary of the results, with a comparison to drinking water quality standards is as follows:

**Table 4: Water chemistry summary**

Parameter	Well ID 9546362	Drinking Water Limits
Lab pH	7.7	7.0 – 10.5
Lab EC	1240	
<b>Analyte/Parameter</b>		
Total Alkalinity	446.7	
Bromide	<0.1	
Calcium	102.9	
Magnesium	59.4	
Manganese	0.0035	0.05 (AO)
Sodium	68.5	200 (AO)
Potassium	8.8	
Phosphate	<0.1	
Chloride	75.4	250 (AO)
Nitrate	5.654	10 (MAC)
Sulfate	122.7	500 (AO)
Fluoride	<0.1	1.5 (MAC)
Iron	0.042	0.3 (AO)
Bicarbonate	544.7	
Total Dissolved Solids	735	500 (AO)

All results in mg/L (ppm) except pH in pH units, electrical conductivity in  $\mu\text{S}/\text{cm}$ .

The water is a calcium bicarbonate type with a moderate concentration of salts (TDS = 735 mg/L). The aesthetic objective for TDS is exceeded so the water may taste slightly off to the consumer but most users would likely find the taste acceptable. The water analysis shows that water produced from this aquifer is suitable for the intended use.

## BUCKLEY CONCEPTUAL SCHEME



Groundwater Information  
Technologies Ltd.

Groundwater Supply Evaluation – Phase II  
Well 9546362 -- NW – 23 – 24 – 3W5

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**Appendix A**  
**Subdivision Map**  
**Topographic Map**



BUCKLEY CONCEPTUAL SCHEME



Printed: Feb 24, 2015



## Appendix B

### Water Well Drilling Report



## BUCKLEY CONCEPTUAL SCHEME

Alberta		Water Well Drilling Report		View in Imperial		Export to Excel	
The driller supplies the data contained in this report. The Province disclaims responsibility for its accuracy. The information on this report will be retained in a public database.				GIC Well ID		9546362	
				GoA Well Tag No.			
				Drilling Company Well ID			
				Date Report Received		2019/01/18	
GOWN ID							
Well Identification and Location							
Owner Name		Address		Town		Province	
RYAN BUCKLEY							
Country		Postal Code					
Location		1/4 or LSD		SEC		TWP	
NW		23		24		3	
RGE		W of MER		Lot		Block	
5		8					
Plan		Additional Description					
Measured from Boundary of		GPS Coordinates in Decimal Degrees (NAD 83)		Latitude		Longitude	
m from		51.063251		-114.321444		Elevation	
m from		How Location Obtained		Not Obtained		Not Obtained	
Not Verified		51.0637348, -114.3247172					
Drilling Information							
Method of Drilling				Type of Work			
Rotary - Air				New Well			
Proposed Well Use							
Domestic							
Formation Log				Yield Test Summary			
Measurement in Metric				Measurement in Metric			
Depth from ground level (m)		Water Bearing		Lithology Description		Recommended Pump Rate	
0.30				Topsoil		36.37 L/min	
1.52				Till		Test Date	
8.23				Brown Sandstone		Water Removal Rate (L/min)	
9.45				Gray Shale		Static Water Level (m)	
16.15		Yes		Gray Sandstone		2019/01/11	
16.76				Gray Shale		68.19	
						8.03	
Well Completion				Measurement in Metric			
Total Depth Drilled		Finished Well Depth		Start Date		End Date	
16.76 m		16.76 m		2019/01/11		2019/01/11	
Borehole							
Diameter (cm)		From (m)		To (m)			
19.76		0.00		5.49			
15.70		5.49		16.76			
Surface Casing (if applicable)				Well Casing/Liner			
Steel		Plastic		Size OD		12.67 cm	
Size OD		16.81 cm		Wall Thickness		0.318 cm	
Wall Thickness		0.478 cm		Bottom at		4.57 m	
Bottom at		5.49 m		Top at		16.76 m	
Perforations		Diameter or Slot Width (cm)		Slot Length (cm)		Hole or Slot Interval (cm)	
From (m)		To (m)		15.24		30.48	
10.67		16.76		0.318			
Perforated by				Saw			
Annular Seal				Bentonite Chips			
Placed from		0.00 m		to		5.49 m	
Amount		1.00		Bags			
Other Seals				Type			
				At (m)			
Screen Type							
Size OD		cm		From (m)		To (m)	
Attachment				Slot Size (cm)			
Top Fittings				Bottom Fittings			
Pack							
Type				Grain Size			
Amount							
Contractor Certification							
Name of Journeyman responsible for drilling/construction of well				Certification No			
LEWIS PARKHOUSE				4161Q			

## BUCKLEY CONCEPTUAL SCHEME



## Water Well Drilling Report

View in Imperial

Export to Excel

GIC Well ID

9546362

GoA Well Tag No.

Drilling Company Well ID

Date Report Received

2019/01/18

GOWN ID

The driller supplies the data contained in this report. The Province disclaims responsibility for its accuracy. The information on this report will be retained in a public database.

<b>Well Identification and Location</b>		<b>Measurement in Metric</b>	
Owner Name RYAN BUCKLEY	Address [REDACTED]	Town [REDACTED]	Province [REDACTED]
		Country [REDACTED]	Postal Code [REDACTED]
Location 1/4 or LSD NW	SEC 23	TWP 24	RGE 3
		W of MER 5	
Measured from Boundary of m from m from		GPS Coordinates in Decimal Degrees (NAD 83) Latitude 51.063251 Longitude -114.321444 Elevation m How Location Obtained Not Verified	
Additional Information		<b>Measurement in Metric</b>	
Distance From Top of Casing to Ground Level 60.96 cm		Is Flow Control Installed	
Is Artesian Flow Rate L/min		Describe	
Recommended Pump Rate 36.37 L/min		Pump Installed	
Recommended Pump Intake Depth (From TOC) 15.24 m		Depth m Type Make H.P. Model (Output Rating)	
Did you Encounter Saline Water (>4000 ppm TDS) Gas		Well Disinfected Upon Completion Yes Geophysical Log Taken Submitted to ESRD	
Additional Comments on Well		Sample Collected for Potability Submitted to ESRD	

<b>Yield Test</b>		<b>Taken From Top of Casing</b>		<b>Measurement in Metric</b>	
Test Date 2019/01/11	Start Time 11:00 AM	Static Water Level 8.03 m	Pumping (m)	Elapsed Time Minutes:Sec	Recovery (m)
Method of Water Removal Type AIR				0:00	15.24
Removal Rate 68.19 L/min				1:00	12.29
Depth Withdrawn From 15.24 m				2:00	8.87
				3:00	8.17
				4:00	8.06
				5:00	8.04
If water removal period was < 2 hours, explain why					

<b>Water Diverted for Drilling</b>		
Water Source ALDERSIDE WATER STATION	Amount Taken 1136.52 L	Diversion Date & Time 2019/01/11 7:00 AM

<b>Contractor Certification</b>	
Name of Journeyman responsible for drilling/construction of well LEWIS PARKHOUSE	Certification No. 4161Q

## BUCKLEY CONCEPTUAL SCHEME



Groundwater Supply Evaluation – Phase II  
Well 9546362 -- NW – 23 – 24 – 3W5

## Appendix C

### Kaizen Lab Water Chemistry Report

## BUCKLEY CONCEPTUAL SCHEME

333 50th Ave, S.E.  
Calgary, AB, T2G 2B3  
Phone (403) 297-0868  
Fax: (403) 297-0869

ANALYTICAL REPORT**TITAN Water Systems**

Complete Pumping & Filtration Solutions  
www.titanwater.ca

Contact: Troy Niemans  
Phone: (403) 601-0811  
Email: troy@titanwater.ca

KaizenLAB #:	197629_001
SAMPLE INFO:	R. Buckley #9905 North Well
DATE SAMPLED:	14-Jan-2019
DATE RECEIVED:	18-Jan-2019
DATE REPORTED:	23-Jan-2019
LOCATION:	

Parameter Description	Units	Result	Canadian Drinking Water Quality Guidelines*
<b>Routine Water Potability Analysis for Titan Water Systems</b>			
pH		7.7	7.0-10.5 (AO)
Electrical Conductivity (EC)	uS/cm	1240	
Dissolved Calcium	mg/L	102.9	
Dissolved Magnesium	mg/L	59.4	
Dissolved Potassium	mg/L	8.8	
Dissolved Sodium	mg/L	68.5	200 (AO)
Chloride	mg/L	75.40	250 (AO)
Fluoride	mg/L	<0.10	1.5 (MAC)
Nitrate-N	mg/L	5.654	10 (MAC)
Nitrite-N	mg/L	<0.005	1 (MAC)
Nitrite-N + Nitrate-N	mg/L	5.654	
Phosphate	mg/L	<0.10	
Sulphate	mg/L	122.7	500 (AO)
Bicarbonate (as HCO <sub>3</sub> )	mg/L	544.7	
Carbonate (as CO <sub>3</sub> )	mg/L	<1.5	
Hydroxide (as OH)	mg/L	<0.5	
Alkalinity (total, as CaCO <sub>3</sub> )	mg/L	446.7	
Alkalinity (phenolphthalein, as CaCO <sub>3</sub> )	mg/L	<2.0	
Total Iron	mg/L	0.042	0.3 (AO)
Total Manganese	mg/L	0.0035	0.05 (AO)
Hardness (calculated, as CaCO <sub>3</sub> )	mg/L	501.3	
Sodium Adsorption Ratio		1.33	
Total Dissolved Solids (calculated)	mg/L	735	500 (AO)
Bromide	mg/L	<0.10	
Ion Balance	%	105.96	

\*CDWQG = Canadian Drinking Water Quality Guidelines, Health Canada 2008; MAC = Maximum Acceptable Concentration (affects health); AO = Aesthetic Objective (does not affect health but affects color, taste, etc.).

< refers to less than the detection limit.  
MPN = Most Probable Number of coliform bacteria

Note: The results in this report relate only to the items tested. Information is available for any items in 5.10.2 of ISO/IEC 17025 that cannot be put on a test report.

Final Review by:

Daniela Matthews

## BUCKLEY CONCEPTUAL SCHEME

## Appendix 2: Drainage Study



Groundwater Information  
Technologies Ltd.

Level Three PSTS Site Assessment  
Plan 911 1699, Lot 5  
NW – 23 – 24 – 3W5

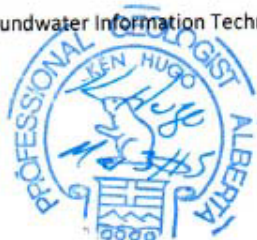
Prepared For:

Ryan Buckley



Prepared By:

Groundwater Information Technologies Ltd.



Ken Hugo, P.Geol.

APEGA P12577

March 3, 2015

#44, 2110 - 41 Avenue NE, Calgary, Alberta T2E 8Z7

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BUCKLEY CONCEPTUAL SCHEME

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## BUCKLEY CONCEPTUAL SCHEME

## 2 EXECUTIVE SUMMARY

A site investigation was undertaken at a proposed residential parcel located in NW – 23 – 24 – 3W5 to determine if the soil and groundwater conditions underlying the site are suitable for receiving effluent from a septic system. The investigation followed the Alberta Model Process for Septic Fields and consisted of a Level Three Assessment.

Two test pits were dug on the site to characterize the soil, collect soil samples for grain size analyses, and observe for groundwater levels in the pits.

The area is located in a relatively high uplands area with a slight (4%) gradient towards an intermittent creek drainage 50 m east of the parcel. There is currently one water well on the parent parcel, and none on the proposed subdivision parcel, and approximately 20 other residences with water wells and septic fields are located within 500 m of the site. No encumbrances were identified that would restrict the septic field site.

The area is underlain by a silty clay soil. The depth of this soil above bedrock is at least 4 m and likely on the order of 5 – 6 m in depth. Groundwater was observed at a depth of approximately 4 m in one test pit. The soil underlying the site consists of a silty clay that is interpreted to be a glacial lake deposit and shows a strong small blocky structure.

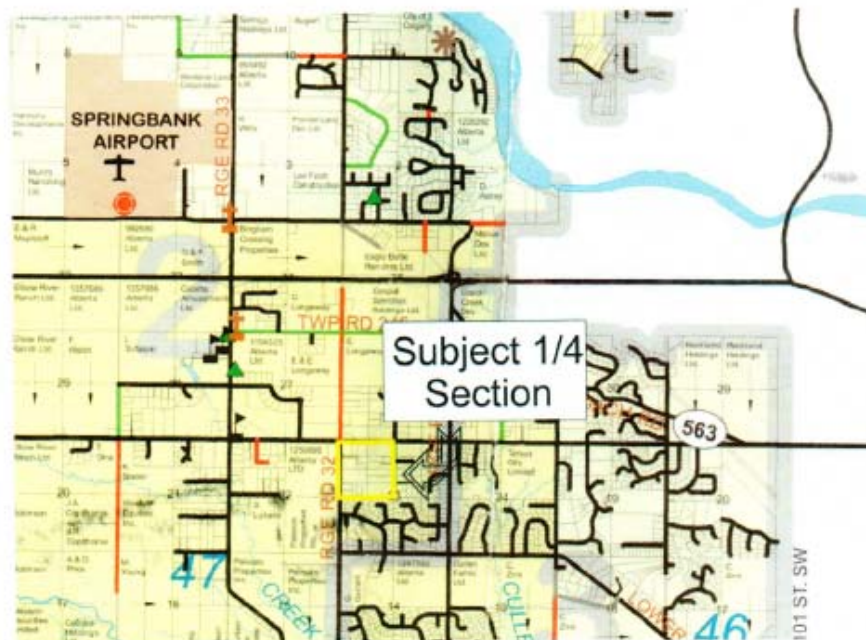
The site is suitable for treatment of effluent from septic systems by subsurface treatment. For effluent with a Biochemical Oxygen Demand (BOD) of 30 – 150 mg/L a loading rate of 6.9 litres per square meter per day is recommended. For secondary treated effluent with a BOD of less than 30 mg/L a loading rate of 9.8 litres per day per square meter is recommended.

## BUCKLEY CONCEPTUAL SCHEME

### 3 INTRODUCTION

At the request of Ryan Buckley, a Level Three Private Septic Treatment System (PSTS) assessment was undertaken for a portion of land within the NW ¼ - Section 23 – 24 – 3W5 within Rocky View County. The purpose of the assessment is to determine if native subsurface conditions are suitable for a PSTS in the vicinity of the residence proposed for the subdivision. A portion of the Rocky View County map highlighting the subject quarter section is shown below.

Figure 1 – Rocky View County map



This report follows the format as described in the "Model Process for Subdivision Approval and Private Sewage (February 2001)". A site investigation, consisting of a review of existing information and a subsurface examination was conducted to evaluate the site. The subsurface investigation consisted of digging two pits in the proposed septic field area and examining the soil for strata characteristics and collecting soil samples for grain size analysis. Groundwater conditions were also observed in the soil strata and test pits.

## BUCKLEY CONCEPTUAL SCHEME

## 4 SITE DESCRIPTION

### 4.1 SITE DRAWINGS

An air photo of the area indicating the site of the proposed septic field is as follows:

*Figure 2 - Air photo of area showing proposed septic field area and 2 m contours*



The site is part of an existing 10 acre parcel with a proposed 4 acre subdivision on the east side with a panhandle road accessing the site from Range Road 32.

No water wells are currently within the proposed lot. Water wells are present at the existing residence near the residence on the west parcel and other residences in the area obtain water from water wells. The closest well is in the parent parcel approximately 60 m from the proposed septic field site. Other wells are present in the area located at a distance of greater than 100 m from the septic field site.



## BUCKLEY CONCEPTUAL SCHEME

#### 4.2 SITE CONDITIONS

According to Alberta Environment's and Sustainable Resource Developments (AESRD) water well database, approximately 24 wells are located within 1000 m of the site. These wells range in depth from 60 - 230 feet and obtain water from bedrock sandstones. The reconnaissance report from the water well database is attached as Appendix A. None of the wells obtain water from shallow sources and the water supply is not considered a GWUDI (groundwater under the direct influence) of surface water source.

The overall topography can be described as rolling with immediate drainage in the area towards the north. A hand held clinometer was used to determine that the slope in the area is approximately 4%. An unnamed intermittent creek drainage is located approximately 75 m east of the site with the creek flowing in a southward direction towards the Elbow River.

Vegetation at the site consists of a mixture of pasture, spruce and poplar trees. No indications of wetland plants were observed.

#### 4.3 DENSITY

One additional lot is proposed for the quarter section which currently consists of 20 residential subdivisions. All lots are 4 acres in size or larger and sufficient setbacks of the septic fields to residential houses or water wells should be able to be maintained.

No restriction of placement of a septic field were noted due to density considerations, water wells or underground utilities.

### 5 ON-SITE SYSTEM

A below grade or septic field mound system would be suitable for the site. The proposed residence planned for the site consists of a three or four bedroom residence. A sewage treatment consisting of primary septic treatment in a tank with disposal to a field is recommended.

Sewage volumes for a three bedroom house would be 1530 litres per day and 2040 litres for a four bedroom house. Additional volumes may be produced should additional plumbing fixture units be installed.

### 6 SOIL CONDITIONS

According to the Soil Survey of the Calgary Urban Perimeter (MacMillan, 1987) the topsoil in the region consists of black chernozemic soils of the Lloyd Lake Series. This soil is a silty clay topsoil with little to no coarse fragments. The soils are well drained to rapidly drained, likely reflective of good soil structure.

## BUCKLEY CONCEPTUAL SCHEME

According to the map entitled "Quaternary Geology, Southern Alberta (Shetsen, ARC, 1994) the underlying glacial material consist or lacustrine offshore sediments, which typically consist of silt or clay loam type soils with little to no coarse fragments. According to the water well records in the area these unconsolidated sediments typically around 6 m thick.

Both maps indicate that the soil underlying the site should be suitable for treatment of septic effluent by a field or mound type system.

Two test pits were dug on the site in February of 2015 in the vicinity of the proposed septic field. Soil in the test pits were logged to determine thickness of various horizons, soil structure, grain size and moisture conditions. The test pit logs are attached in the appendix.

The test pits were dug with the aid of a rubber tired hoe – one to a depth of approximately 2 metres, the other to a depth of approximately 5 m. Soil conditions were measured to 1.5 m and visually estimated below. The test pits were open for approximately one week prior to measurement to allow for determination of whether groundwater is present at the depth of the test pits. A soil sample was collected from each test pit for analysis of grain size characteristics. The soil colours were compared to Munsell charts to standardize soil colour description. A summary of the soil description is as follows:

**Table 1 - Test Pit #1 – 114°19.460'E, 51°03.853'N**

Horizon	Depth (cm)	Texture	Colour	Gleying	Mottling	Structure	Consistence	Moisture	% Coarse Fragments
H	0 – 3	Pasture Grass							
A	3 – 20	Silty Clay	Black	None	None	Small Blocky	Frozen	Damp	0
B	20 – 45	Silty Clay	Olive Brown	None	None	Small Blocky	Frozen	Damp	0
C	45 - 300	Silty Clay	Light Olive Brown	None	None	Small Blocky	Moist Friable	Slightly Damp	0

**Table 2 - Test Pit #2 – 114°19.457'E, 51°03.850'N**

Horizon	Depth	Texture	Colour	Gleying	Mottling	Structure	Consistence	Moisture	% Coarse Fragments
H	0 – 3	Pasture Grass							
A	3 – 20	Silty Clay	Black	None	None	Small Blocky	Frozen	Damp	0
B	20 – 40	Silty Clay	Olive Brown	None	None	Small Blocky	Frozen	Damp	0
C	40 - 300	Clayey Silt	Light Olive Brown	None	None	Small Blocky	Moist Friable	Slightly Damp	0

## BUCKLEY CONCEPTUAL SCHEME

Similar strata was encountered in both test pits consisting of a silty clayey soil with a small blocky soil structure to a depth of 40 – 45 cm followed by a more clayey horizon to a depth of approximately 2 metres. Rafted bedrock was visible in the deeper test pit from about 1.9 – 2.4 m. Two samples were submitted for grain size analysis to E2K Engineering of Calgary. The lab report is attached in the appendices. A summary of the results is as follows:

*Table 3 – Grain size analysis*

Pit #	Depth	% sand	% silt	% clay	Texture Class
1	1 m	15	35	50	Clay
2	1 m	15	38	47	Silty clay

A silty clay soil is consistently found throughout the site. The structure of this soil can be considered to be moderate blocky at the depth of the septic field. The fine grained nature of the soil was the only limiting characteristic of the suitability of the site for disposal of effluent.

## 7 TOPOGRAPHY AND SURFACE DRAINAGE

Slope conditions were measured with a hand held clinometer. The topographic position for both pits is mid slope in an area of slightly rolling hills with slopes of approximately 4% towards the southeast, which is the direction of the regional drainage in the area.

No restrictions on operation or placement of a septic field exist due to site drainage and depth to water table conditions.

## 8 PARCEL SUITABILITY

A summary of the site conditions with comments on the suitability of the various factors for treatment of effluent is as follows:

*Table 4 - Parcel Suitability Summary*

<b>Soil Texture</b>	Moderate – the soil consists of a silty clay
<b>Structure</b>	Moderate – strong soil structure is observed near the top grading to moderate below 1 m
<b>Depth of Suitable Soil</b>	Very well suited – greater than 3 m of acceptable soil
<b>Hydraulic Capability</b>	Moderate – soils are well drained with moderate permeability
<b>Soil Horizons</b>	Very well suited – no limiting layers were noted
<b>Depth to Water Table</b>	Very well suited – the water table was observed at a depth of greater than 3 m (approximately 4 m)
<b>Topography</b>	Very well suited – the slopes are planar with 4% slope towards the east

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## BUCKLEY CONCEPTUAL SCHEME

<b>Flooding</b>	Very well suited – no risk of floods
<b>Density</b>	Very well suited – no other developments within 50 m of the site
<b>Encumbrances</b>	Very well suited - No development currently on site including water wells
<b>Parcel Size</b>	Very well suited – parcel size 4 acre
<b>Surface Water</b>	Very well suited – no surface water bodies within 60 m of site

In summary the site is suitable for subsurface treatment of effluent waste. Loading rates should be based on a clay loam soil with weak blocky structure. For effluent with a Biochemical Oxygen Demand (BOD) of 30 – 150 mg/L a loading rate of 6.9 litres per square meter per day is recommended. For secondary treated effluent with a BOD of less than 30 mg/L a loading rate of 9.8 litres per day per square meter is recommended.

It was reported that the existing septic field systems in the area are operating properly. With the parcel subdivision size and density in the area a municipal wastewater collection system does not appear to be required.

For a three bedroom house with an effluent volume of 1530 litres per day a treatment area of 221 square meters is required for effluent that has undergone primary treatment. Assuming that the trenches are 0.9 m wide and 15 m long with 0.9 m between trenches a septic field size of 15 m X 28 m is required. A treatment size of 15 m X 22 m is required for effluent that has undergone secondary treatment.

For a four bedroom house a treatment field 15 m X 45 m is required for disposal of primary treated effluent. A treatment field of 15 m X 29 m is required for secondary treated effluent. This dimensions may be reduced if a chamber system is utilized.

BUCKLEY CONCEPTUAL SCHEME

**APPENDIX 1**

**WATER WELL RECONNAISSANCE REPORT**

## Reconnaissance Report

[View in Metric](#)  
[Export to Excel](#)

### Groundwater Wells

Please click the water Well ID to generate the Water Well Drilling Report.

Well ID	LSD	SEC	TWP	RGE	M	DRILLING COMPANY	DATE COMPLETED	DEPTH (ft)	TYPE OF WORK	USE	CHM	LT	PT	WELL OWNER	STATIC LEVEL (ft)	TEST RATE (gpm)
<a href="#">349300</a>	NW	23	024	03	5	AARON DRILLING INC.	1993-02-01	105.00	New Well	Domestic		11		MACINTOSH, GARY #2054	50.00	20.00
<a href="#">349381</a>	NW	23	024	03	5	AARON DRILLING INC.	1987-11-24	100.00	New Well	Domestic		6		HAVERSLEW, ROD	51.00	20.00
<a href="#">349601</a>	NW	23	024	03	5	AARON DRILLING INC.	1987-11-20	100.00	New Well	Domestic		5		SENZ, FRANK	60.00	20.00
<a href="#">353474</a>	NW	23	024	03	5	BAKER WATER WELLS	1990-09-04	80.00	New Well	Domestic		10		WILLIAMS, CLIFF	22.00	30.00
<a href="#">358139</a>	NW	23	024	03	5	AARON DRILLING INC.	1991-06-26	80.00	New Well	Domestic		7		BANNISTER, BILL #1628	45.00	15.00
<a href="#">358140</a>	NW	23	024	03	5	AARON DRILLING INC.	1991-06-26	80.00	New Well	Domestic		6		BANNISTER, BILL #1629	45.00	10.00
<a href="#">359264</a>	NW	23	024	03	5	DOLOMITE DRILLING	1991-07-26	90.00	New Well	Domestic		5		PATRICO CORP C/OPATRICIA SMART	40.00	10.00
<a href="#">359265</a>	NW	23	024	03	5	DOLOMITE DRILLING	1991-07-30	80.00	New Well	Domestic		5		PATRICO CORP	40.00	10.00
<a href="#">359640</a>	NW	23	024	03	5	AARON DRILLING INC.	1991-07-30	100.00	New Well	Domestic		5		MACINTOSH, GARY #1654	60.00	4.00
<a href="#">361450</a>	NW	23	024	03	5	UNKNOWN DRILLER		80.00	Chemistry	Domestic				HOUD, BERT		
<a href="#">365343</a>	NW	23	024	03	5	ELGIN EXPLORATION COMPANY LIMITED	1992-06-30	80.00	New Well	Domestic		4		HOUD, A.R.	38.00	12.00
<a href="#">365344</a>	NW	23	024	03	5	ELGIN EXPLORATION COMPANY LIMITED	1992-07-02	100.00	New Well	Domestic		4		HOUD, A.R.	44.00	40.00
<a href="#">370155</a>	NW	23	24	3	5	ELGIN EXPLORATION COMPANY LIMITED	1993-07-20	140.00	New Well	Domestic		8		MENICS, GREG	85.00	10.00
<a href="#">370155</a>	NW	23	24	3	5	AARON DRILLING INC.			Old Well - Abandoned	Domestic				BRANCACCIO, CHRIS		
<a href="#">388947</a>	WH	23	024	03	5	UNKNOWN DRILLER		90.00	Chemistry	Domestic				PRITCHARD, STU		
<a href="#">388948</a>	NW	23	024	03	5	DOERING DRILLING LTD.	1968-06-20	90.00	New Well	Domestic		7		BRUCE, B.C.	58.00	15.00
<a href="#">388949</a>	NW	23	024	03	5	INTERPROVINCIAL DRILLING CONTRACTORS	1969-09-15	120.00	New Well	Domestic		12		DUTOIT	50.00	
<a href="#">388950</a>	NW	23	024	03	5	WEBSTER DRILLING	1971-04-30	181.00	New Well	Domestic		17		NELSON, G.H.	100.00	9.00
<a href="#">388951</a>	NW	23	024	03	5	INTERPROVINCIAL DRILLING CONTRACTORS	1970-12-01	230.00	New Well	Domestic		11		ZANGER, HERB	190.00	8.00
<a href="#">388952</a>	NW	23	024	03	5	UNKNOWN DRILLER		120.00	Chemistry	Domestic		2		CHUDEK, PAUL	49.00	

## Reconnaissance Report

[View in Metric](#)

[Export to Excel](#)

Well ID	LSO	SEC	TWP	RGE	M	DRILLING COMPANY	DATE COMPLETED	DEPTH (ft)	TYPE OF WORK	USE	CHM	LT	PT	WELL OWNER	STATIC LEVEL (ft)	TEST RATE (l/gpm)
388953	NW	23	024	03	5	UNKNOWN DRILLER		96.00	Chemistry	Domestic	1			LANGERFELD, R.		
388954	NW	23	024	03	5	UNKNOWN DRILLER		100.00	Chemistry	Domestic	1			ASCHENBROICH, H.K.		
388955	NW	23	024	03	5	TURNER VALLEY WW	1979-04-03	124.00	New Well	Domestic		12		SMART, W.	48.00	18.00
388956	NW	23	024	03	5	INTERPROVINCIAL DRILLING CONTRACTORS	1979-07-31	180.00	Deepened	Unknown		6		BANNISTER, W.E.	70.00	7.00
388957	NW	23	024	03	5	UNKNOWN DRILLER		110.00	Chemistry	Domestic				MENZIES		
388958	NW	23	024	03	5	PARSONS DR/G	1967-04-18	115.00	New Well	Domestic		10		SMART, W.J.	45.00	4.50
388959	NW	23	024	03	5	BAKER WATER WELLS	1986-10-28	75.00	New Well	Domestic		3		WILLIAMS, C.L. CONSTR	21.00	30.00
388960	NW	23	024	03	5	DIVERSIFIED DRILLING & EXPLORATION CO.	1988-05-17	101.00	New Well	Domestic		7		MACINTOSH, G.	78.00	7.00
388961	14	23	024	03	5	UNKNOWN DRILLER		90.00	Chemistry	Domestic	1			BRUCE, B.C. PROPERTY		
1022423	15	23	24	3	5	AARON DRILLING INC.	2014-02-11	95.00	New Well	Domestic		11	13	BRANCACCIO, CHRIS	49.80	12.00
1140400	13	23	24	3	5	BLACKWOOD DRILLING LTD.	2009-04-16	60.00	New Well	Domestic		7	15	BOROS, ANDY	9.44	12.00
2085369	11	23	24	3	5	BLACK DOG DRILLING & ENV SERV. LTD.	2012-05-02	120.00	New Well	Domestic		4	13	VINGE, PAM	12.00	40.00

BUCKLEY CONCEPTUAL SCHEME

**APPENDIX 2**

**TEST PIT LOGS**

**E2K GRAIN SIZE ANALYSES REPORT**



## BUCKLEY CONCEPTUAL SCHEME



# 2 Soils Log Form

## Private Sewage Treatment System Soil Log Form

Owner Name or Job ID:	Ryan Buckley
-----------------------	--------------

Legal Land Location					Plan	Block	Lot	GPS Coordinates
LSD-1/4	Sec	Twp	Rg	Mer				
NW	23	24	3	WS	91116 99		5	N 51° 03.850' W 114° 19.457'

Aerial Photos		Topography	slightly rolling
General Vegetation	Mixed Poplar/pasture	Overall Site Slope %	4% WSE
		Slope Position of System	mid slope

Test Hole #	Soil Subgroup	Parent Material	Drainage Class	Sample 1 Depth	Sample 2 Depth
2				1 m	

Horizon	Depth (cm)	Texture	Colour	Gleyed	Mottled	Structure	Consistence	Moisture	%CF
H	0-3	pasture grass							
A	3-20	silty clay	Black	No	NO	small blocky	frozen	Damp	0
B	20-40	silty clay	oliv. brn	No	NO	small blocky	frozen	Damp	0
C	40-190	clayey silt	H. oliv. brn.	No	NO	small blocky	moist friable	sl. damp	0
Rooted bedrock	190-240								
	240								

Depth to Groundwater	2.8 m	Limiting Soil Layer Char. (describe)	rooted bedrock @ 190
Depth to Seasonally Saturated Soil	N/A	Depth to Limiting Soil Layer	
Limiting Topography	None	Depth to Highly Permeable Layer	

Key Limiting System Design Characteristic	
---	--

Comments
Rooted to 1m

Note: Use soil names, description and particle size limits found in the Canadian System of Soil Classification (CSCC)



## BUCKLEY CONCEPTUAL SCHEME



# 2 Soils Log Form

## Private Sewage Treatment System Soil Log Form

Owner Name or Job ID:	Ryan Buckley Lot
-----------------------	------------------

Legal Land Location					Plan	Block	Lot	GPS Coordinates
LSD-1/4	Sec	Twp	Rg	Mer	911/1695		5	N 51° 03.853' W 114° 19.460'
26	23	24	3	WS				

Aerial Photos		Topography	5137th Rd/ly
General Vegetation	Mixed Populus Pasture	Overall Site Slope %	4% SW SE
		Slope Position of System	Mid Slope

Test Hole #	Soil Subgroup	Parent Material	Drainage Class	Sample 1 Depth	Sample 2 Depth
1				1m	

Horizon	Depth (cm)	Texture	Colour	Gleyed	Mottled	Structure	Consistence	Moisture	%CF
H	0-3	Pasture grass							
A	3-20	silty clay	Black	NO	NO	small blocky	Frozen	Damp	0
	20-45	silty clay	oliv. brn. 2.5Y 4/3	NO	NO	small blocky	Frozen	Damp	0
	45-200	clayey silt	lt. oliv. brn. 2.5Y 5/4	NO	NO	small blocky	moist friable	sl. damp	0

Depth to Groundwater	> 2m	Limiting Soil Layer Char. (describe)	N/A
Depth to Seasonally Saturated Soil	N/A	Depth to Limiting Soil Layer	
Limiting Topography	none	Depth to Highly Permeable Layer	

Key Limiting System Design Characteristic

Comments

Note: Use soil names, description and particle size limits found in the Canadian System of Soil Classification (CSCC)

## BUCKLEY CONCEPTUAL SCHEME

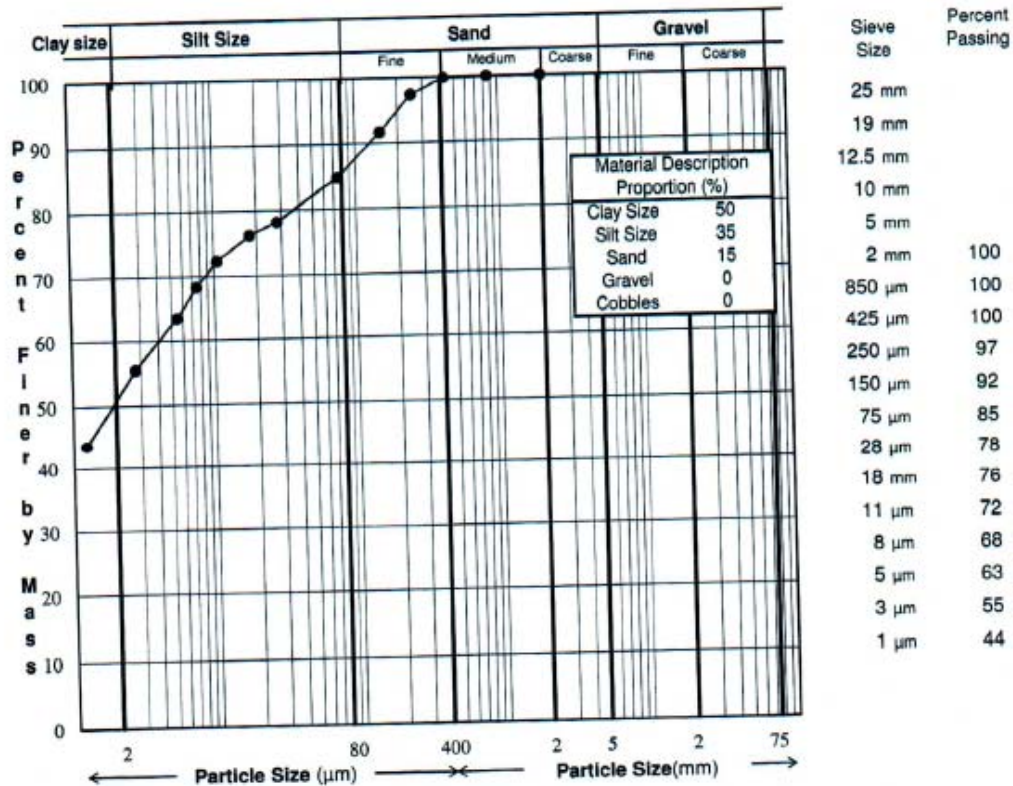
## Hydrometer Analysis Report

**E2K ENGINEERING LTD.**  
Suite 190, 5005-71 Ave SE.  
CALGARY, ALBERTA, T2H 0S6  
(o) 403-450-9600 (f) 403-450-9601

To: GRIT Ltd.

Project: Buckley Test Pits

Project Number: 2015-1823  
Report Number: 1  
Report Date: February 27, 2015  
Copies To: Ken Hugo  
Authorized By: 0  
Sampled By: Client  
Tested By: JG  
Source: Test pit # 1, 1m  
Date Received: February 24, 2015  
Date Tested: February 26, 2015



Per \_\_\_\_\_

Reporting of these test results constitutes a testing service only. Engineering interpretation or evaluation of test results is provided only on written request.

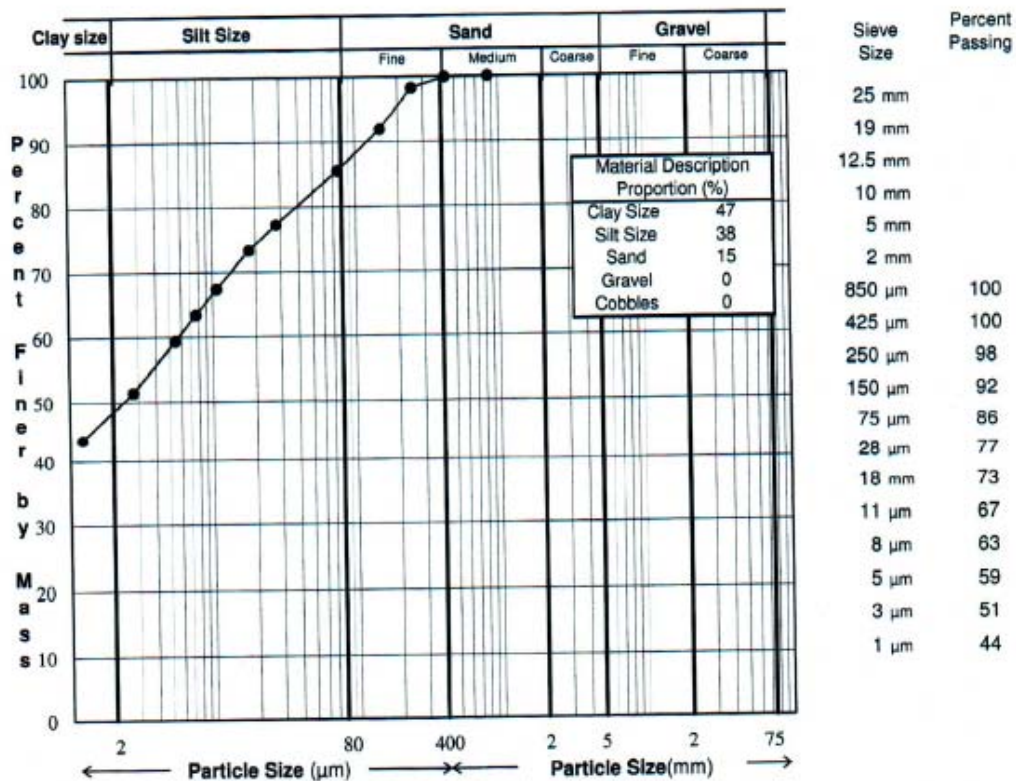
## BUCKLEY CONCEPTUAL SCHEME

**E2K ENGINEERING LTD.**  
Suite 190, 5005-71 Ave SE.  
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(o) 403-450-9600 (f) 403-450-9601

**Hydrometer Analysis Report**

To: GRIT Ltd.  
  
Project: Buckley Test Pits

Project Number: 2015-1823  
Report Number: 1  
Report Date: February 27, 2015  
Copies To: Ken Hugo  
Authorized By: 0  
Sampled By: Client  
Tested By: JG  
Source: Test pit # 2, 1m  
Date Received: February 24, 2015  
Date Tested: February 26, 2015




Per \_\_\_\_\_

Reporting of these test results constitutes a testing service only. Engineering interpretation or evaluation of test results is provided only on written request.



## BUCKLEY CONCEPTUAL SCHEME

## Appendix 3: Archeological Assessment

 Culture and Tourism	HRA Number: 4835-19-0017-001 March 14, 2019
---	--

*Historical Resources Act Approval*

---

Proponent: Owner  
 [REDACTED]

Contact: Ryan Buckley

Agent: Owner  
 Contact: Ryan Buckley


**Project Name:** Lance Inc subdivision of Lot 5 block1 plan 911 1699

**Project Components:** Country Residential Subdivision  
 Residential Development

**Application Purpose:** Requesting HRA Approval / Requirements

---

*Historical Resources Act approval is granted for the activities described in this application and its attached plan(s)/sketch(es) subject to Section 31, "a person who discovers an historic resource in the course of making an excavation for a purpose other than for the purpose of seeking historic resources shall forthwith notify the Minister of the discovery." The chance discovery of historical resources is to be reported to the contacts identified within [Standard Requirements under the Historical Resources Act: Reporting the Discovery of Historic Resources](#).*

  
 Martina Purdon  
 Head, Regulatory Approvals &  
 Information Management

---

**Lands Affected:** All New Lands

**Proposed Development Area:**

MER	RGE	TWP	SEC	LSD List
5	3	24	23	13

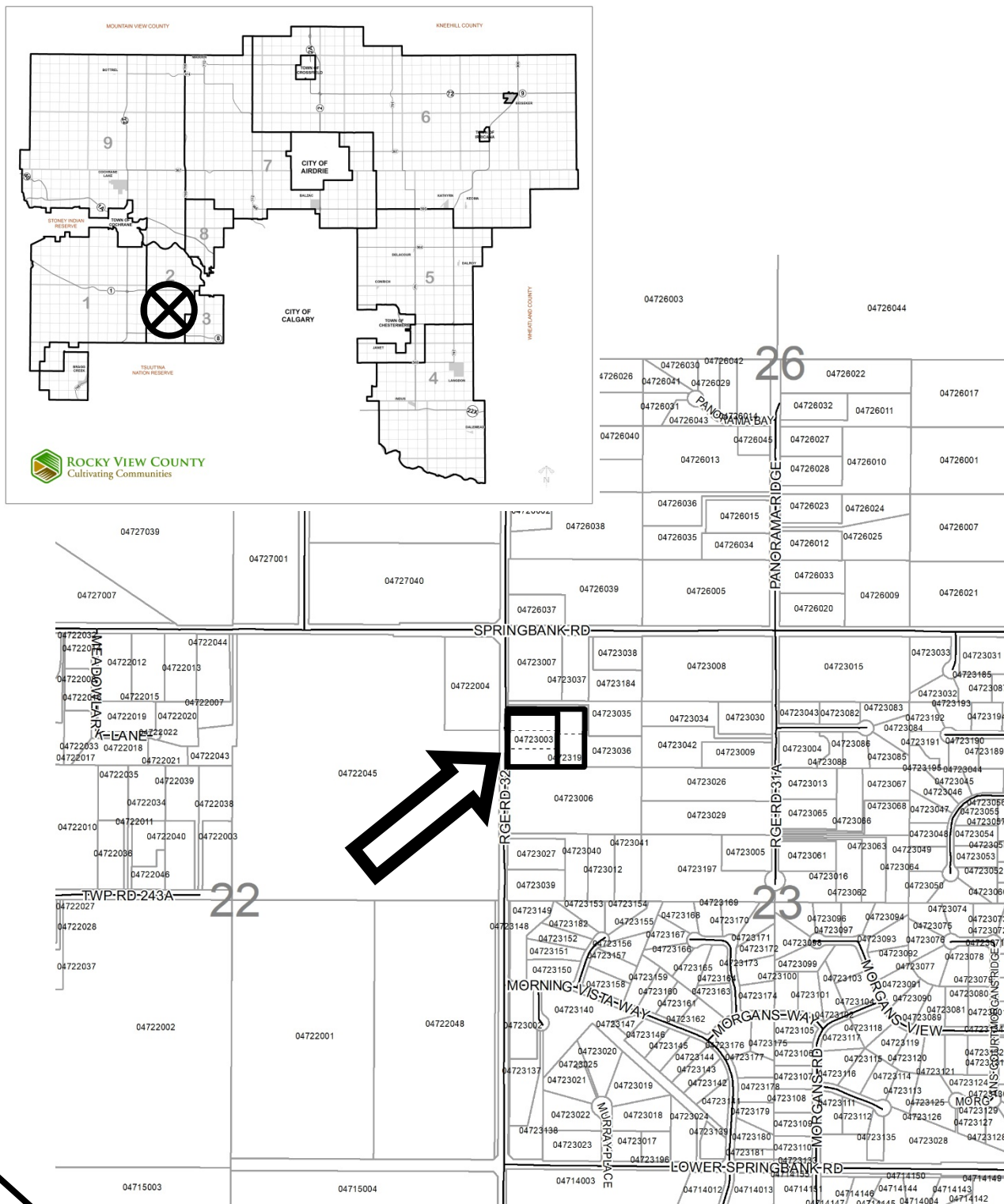
**Documents Attached:**

Document Name	Document Type
Survey	Illustrative Material

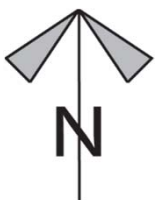
## Appendix 4: Stormwater Management Plan

BUCKLEY CONCEPTUAL SCHEME

Appendix 5: Letters from Neighbours



LOCATION PLAN



NW-23-24-03-W05M  
Lot: 8/9 Block: 1 Plan: 1910511

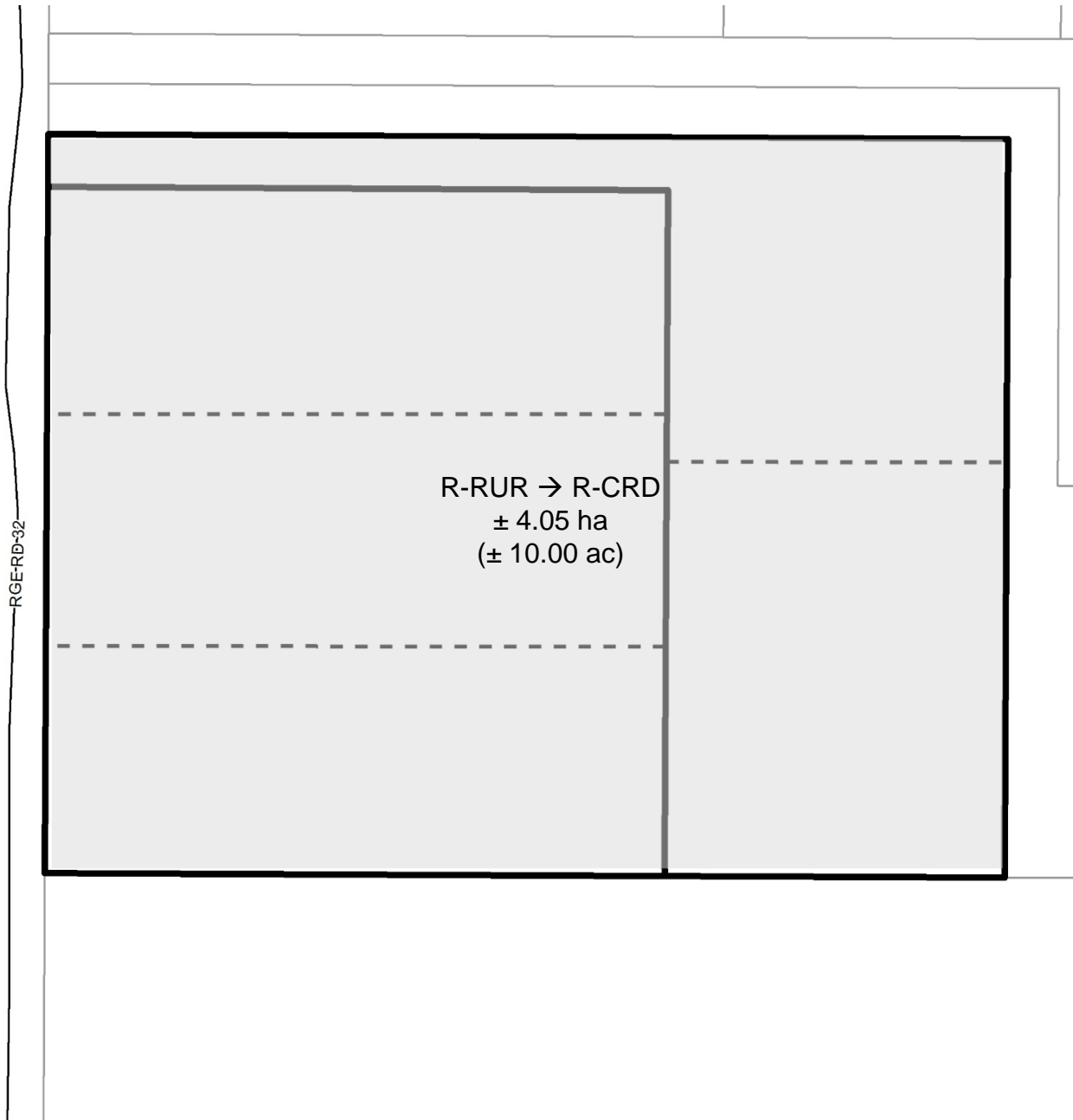
Date: Jan 15, 2020

Application: PL20200004

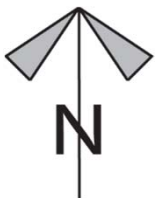
File: 04723003/04723198



**Development Proposal:** To redesignate the subject lands from Residential, Rural District (R-RUR) to Residential, Country Residential District (R-CRD) to accommodate the Buckley Conceptual Scheme.



## DEVELOPMENT PROPOSAL



NW-23-24-03-W05M

Lot: 8/9 Block: 1 Plan: 1910511

Date: Jan 15, 2020

Application: PL20200004

File: 04723003/04723198

**Conceptual Scheme Proposal:** To adopt the Buckley Conceptual Scheme to provide a policy framework to guide future redesignation, subdivision and development proposals within a portion of NW-23-24-03-W05M.

#### BUCKLEY CONCEPTUAL SCHEME

##### Density and Lot Size

The current 10.01-acre parcel is to be re-designated from it's current Residential Two to Residential One, to allow for subdivision into parcels with a minimum allowable parcel size of 1.98 acres and a maximum density of 5 residential units on the parcel.

FIGURE 6: SITE PLAN ARIAL

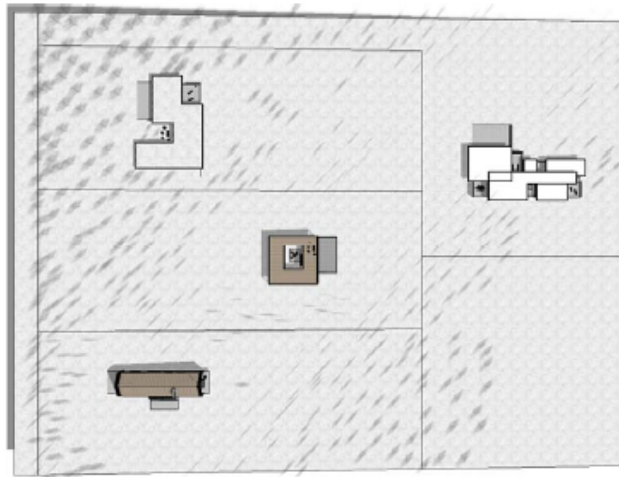
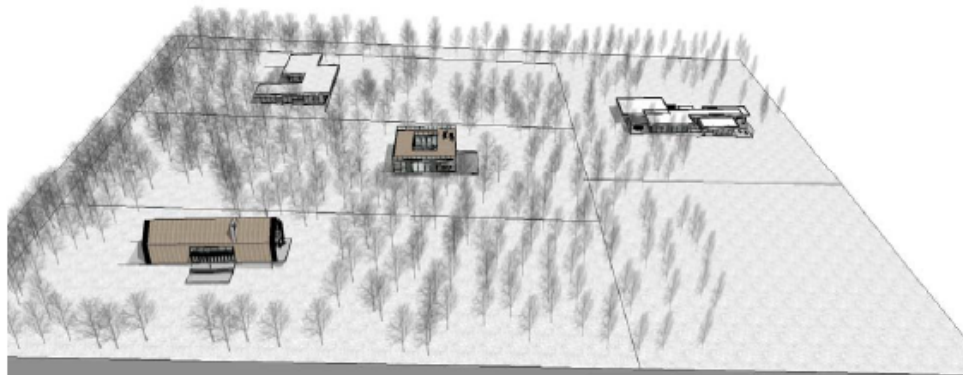
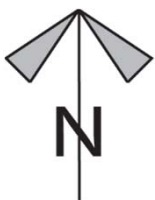


FIGURE 7: SITE PLAN NORTH FACING VIEW



## CONCEPTUAL SCHEME PROPOSAL



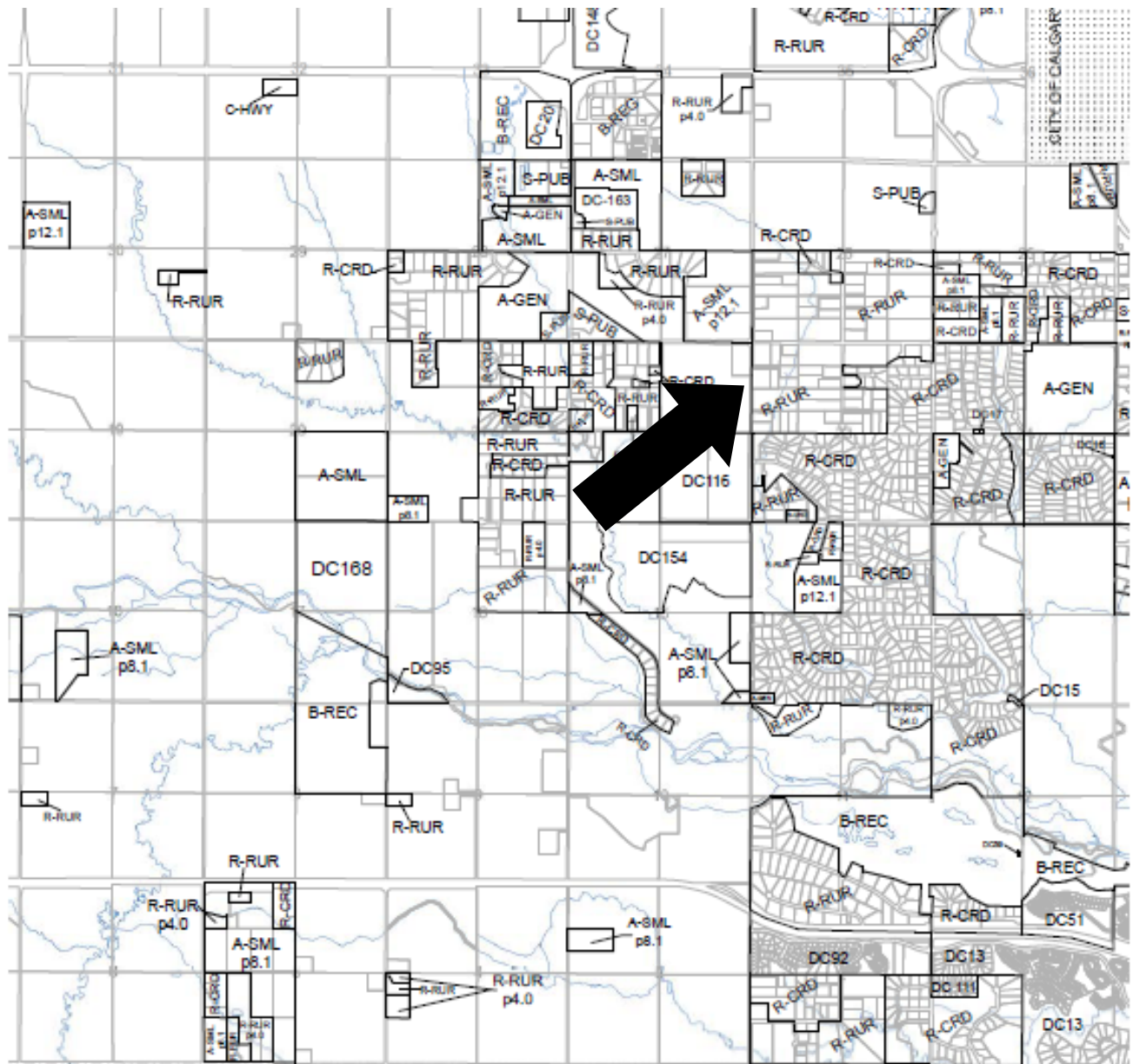
NW-23-24-03-W05M

Lot: 8/9 Block: 1 Plan: 1910511

Date: Jan 15, 2020

Application: PL20200004

File: 04723003/04723198



Ranch and Farm	B-1 Highway Business
RF2 Ranch and Farm Two	B-2 General Business
RF3 Ranch and Farm Three	B-3 Limited Business
AH Agricultural Holding	B-4 Recreation Business
F Farmstead	B-5 Agricultural Business
R-1 Residential One	B-6 Local Business
R-2 Residential Two	NRI Natural Resource Industrial
R-3 Residential Three	HR-1 Hamlet Residential Single Family
DC Direct Control	HR-2 Hamlet Residential (2)
PS Public Service	HC Hamlet Commercial
	AP Airport

## LAND USE MAP

NW-23-24-03-W05M

Lot: 8/9 Block: 1 Plan: 1910511

Date: Jan 15, 2020

Application: PL20200004

File: 04723003/04723198

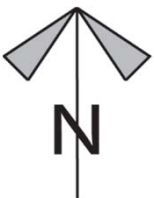




Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

## TOPOGRAPHY

*Contour Interval 2 M*



NW-23-24-03-W05M

Lot: 8/9 Block: 1 Plan: 1910511

Date: Jan 15, 2020

Application: PL20200004

File: 04723003/04723198

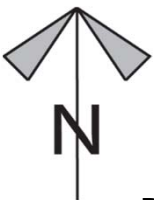




Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

**AIR PHOTO**

*Spring 2018*



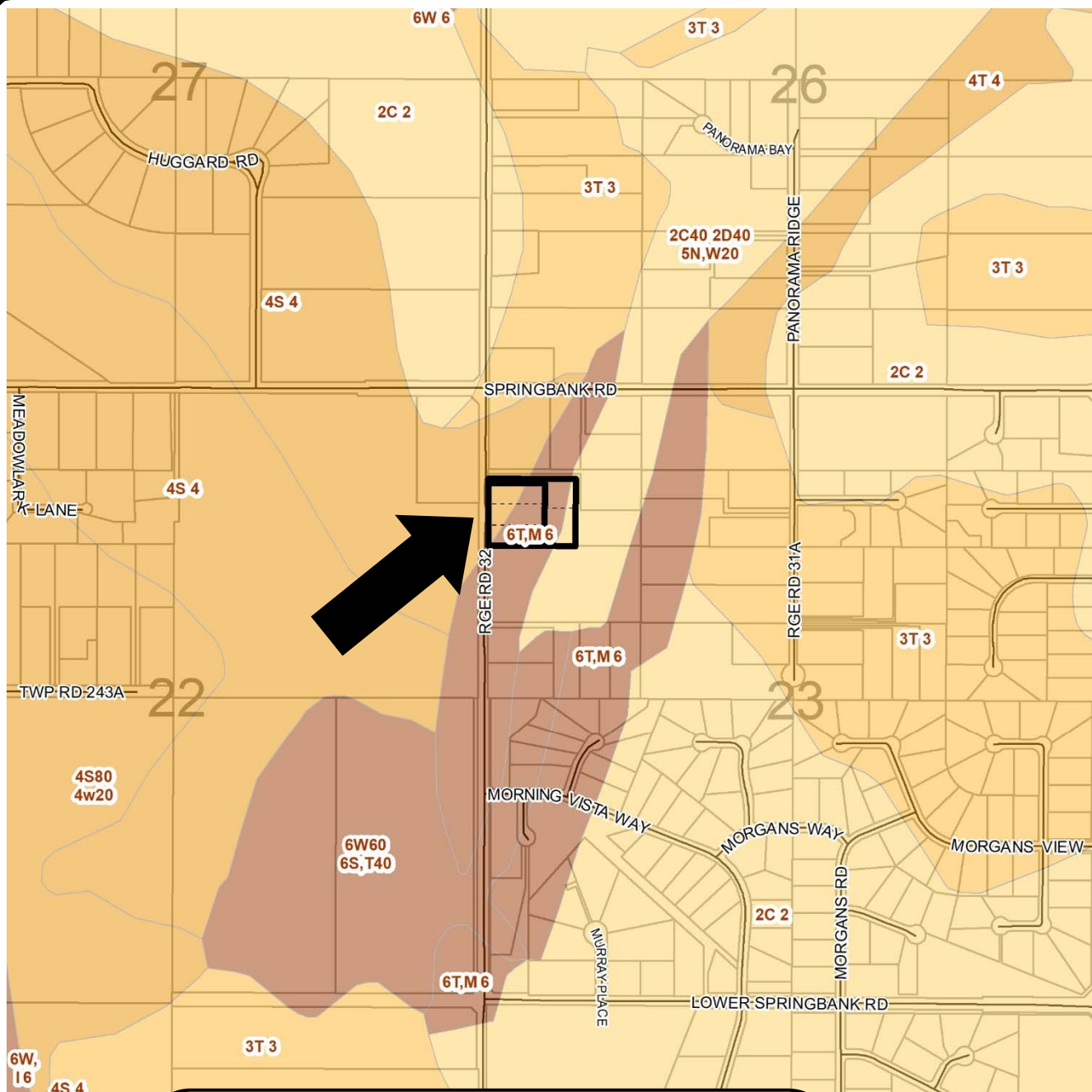
NW-23-24-03-W05M

Lot: 8/9 Block: 1 Plan: 1910511

Date: Jan 15, 2020

Application: PL20200004

File: 04723003/04723198



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

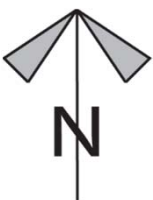
**CLI Class**

- 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**



NW-23-24-03-W05M

Lot: 8/9 Block: 1 Plan: 1910511

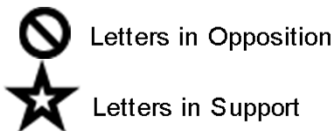
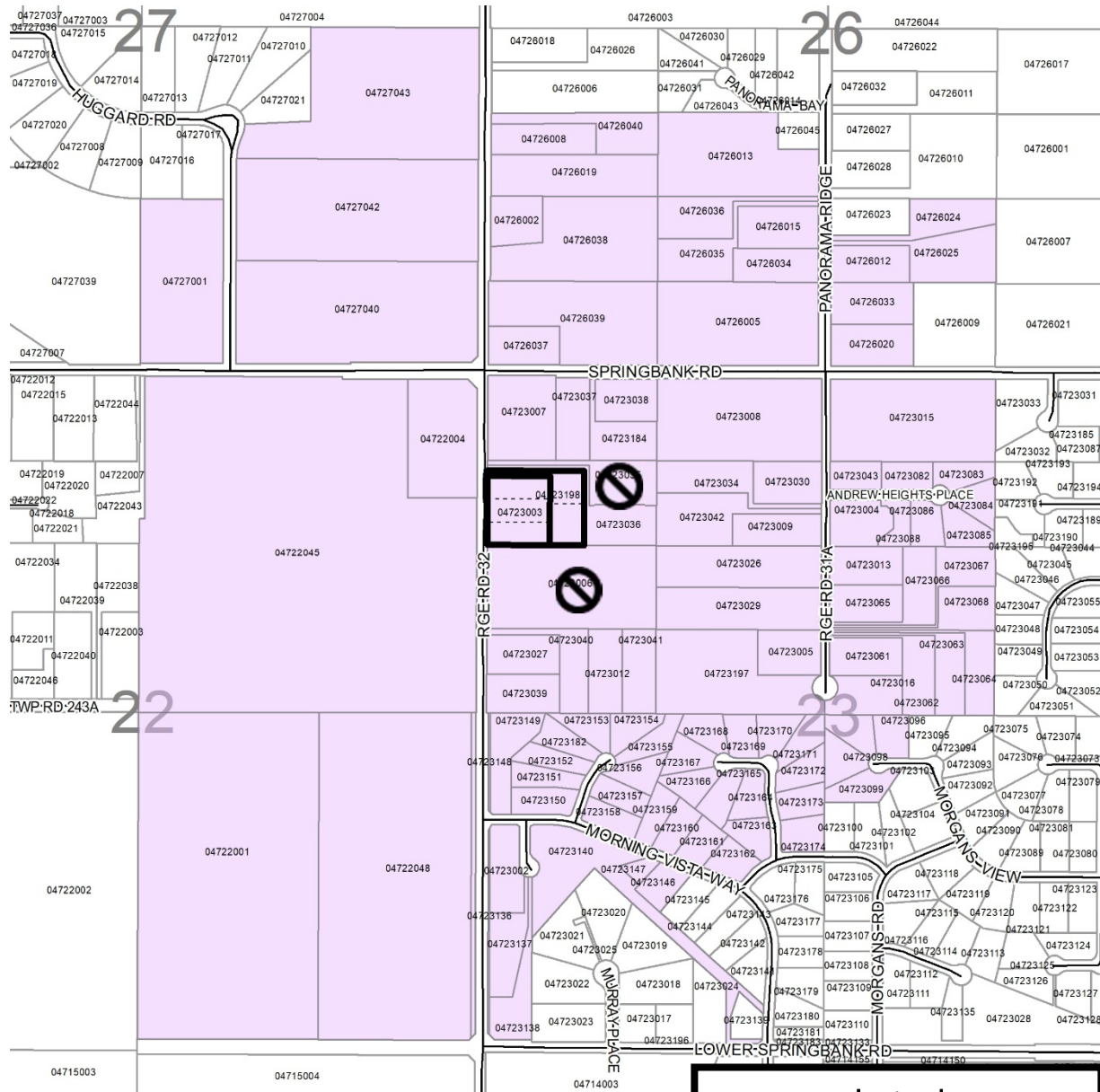
Date: Jan 15, 2020

Application: PL20200004

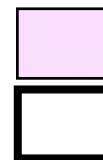
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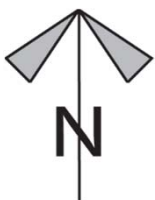
## Legend



Circulation Area

Subject Lands

## LANDOWNER CIRCULATION AREA



NW-23-24-03-W05M  
Lot: 8/9 Block: 1 Plan: 1910511

Date: Jan 15, 2020

Application: PL20200004

File: 04723003/04723198

## **PLANNING AND DEVELOPMENT SERVICES**

---

<b>TO:</b>	Council	<b>DIVISION:</b>	2
<b>DATE:</b>	September 1, 2020	<b>APPLICATION:</b>	PL20200003
<b>TIME:</b>	Afternoon Appointment	<b>FILE:</b>	04723003/198
<b>SUBJECT:</b>	Redesignation Item – Residential Redesignation		

Note: This application should be considered in conjunction with Conceptual Scheme application PL20200004 (agenda item E-3).

---

### **POLICY DIRECTION:**

The Municipal Development Plan and the Central Springbank Area Structure Plan.

### **EXECUTIVE SUMMARY:**

The purpose of this application is to redesignate the subject lands from Residential, Rural District (R-RUR) to Residential, Country Residential District (R-CRD) to accommodate the Buckley Conceptual Scheme and up to five new lots each 1.98 acres in size.

Council gave first reading to Bylaw C-8035-2020 on April 28, 2020.

On July 28, 2020 Council approved a new Land Use Bylaw (C-8000-2020) which comes into effect on September 8, 2020. Administration has reviewed the district conversions and confirmed that the originally proposed Residential One District (R-1) under Land Use Bylaw (C-4841-97) converts to Residential, Country Residential District (R-CRD) in Land Use Bylaw (C-8000-2020). Should the proposal be approved, the land use change will take effect on September 8, 2020.

The subject lands are located within the boundaries of the Central Springbank Area Structure Plan and are identified as Infill Residential where a Conceptual Scheme is required to support redesignation. This report focuses primarily on the compatibility with relevant statutory plans while the associated conceptual scheme application focuses on the technical aspects of the proposal.

This proposal was circulated to 108 adjacent landowners; in response, four letters were received in opposition (see Appendix D). The application was also circulated to a several internal and external agencies, and responses are available in Appendix 'A'.

The proposed application is consistent with all relevant policies as well as the Land Use Bylaw, and Administration determined that:

- The application is consistent with the Residential Infill policies of the CSASP;
- The proposal aligns with the proposed Buckley Conceptual Scheme (BCS);
- The application complies with the regulations in the Residential, Country Residential District (R-CRD); and,
- All technical concerns can be addressed through the conditions of approval for the future subdivision.

### **ADMINISTRATION RECOMMENDATION:**

Administration recommends approval in accordance with Option #1.

---

#### **Administration Resources**

Jessica Anderson, Planning and Development Services

**DATE APPLICATION RECEIVED:**

January 14, 2020

**DATE DEEMED COMPLETE:**

January 14, 2020

**PROPOSAL:**

To redesignate the subject lands from Residential, Rural District (R-RUR) to Residential, Country Residential District (R-CRD) to accommodate the Buckley Conceptual Scheme.

**LEGAL DESCRIPTION:**

Lots 8 and 9, Block 1, Plan 1910511 within NW-23-24-03-W05M

**GENERAL LOCATION:**

Located approximately 0.41 kilometres (1/4 mile) south of Springbank Road and on the east side of Range Road 32, approximately 4.0 miles west of the City of Calgary.

**APPLICANT:**

Ryan Buckley & Sharon Downey (514071 Alberta Ltd.)

**OWNERS:**

Ryan & Sharon Buckley; Lance Incorporated

**EXISTING LAND USE DESIGNATION:**

Residential, Rural District (R-RUR)

**PROPOSED LAND USE DESIGNATION:**

Residential, Country Residential District (R-CRD)

**GROSS AREA:**

± 10.00 acres

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

**4S 4** – Severe limitations to cereal crop production due to high sodicity.

**6T M 6** – Cropping is not feasible due to adverse topography (steep and/or long uniform slopes) and low moisture holding or supplying capability, adverse texture.

**HISTORY:**

**March 13, 2019** Plan 1910511 was registered creating the subject ± 2.43 hectares (± 6.00 acres) and ± 1.62 hectares (± 4.00 acres) parcels.

**October 2, 2001** The Central Springbank Area Structure Plan was adopted.

**BACKGROUND:**

In accordance with the policies of the Central Springbank ASP, a Conceptual Scheme (PL20200004) has been submitted with this redesignation application to facilitate a planning framework for redesignation, subdivision and development to proceed.

The lands are currently developed with a dwelling and accessory buildings on the west property. The east lands are undeveloped. Surrounding lands are generally residential with agricultural lands to the west across Rge. Rd. 32.

This report focuses primarily on the compatibility with relevant statutory plans while the associated conceptual scheme application focuses on the technical aspects of the proposal.

The Applicant has proposed individual wells and private septic systems and a plan to manage stormwater. Details are provided in the associated conceptual scheme application (PL20200004).

**POLICY ANALYSIS:***Central Springbank Area Structure Plan (Bylaw C-5354-2001)*

The subject lands are identified on Map 11: Infill Residential as suitable for further infilling of residential parcels 2 – 4 acres in size with the support of a Conceptual Scheme. The proposed land use redesignation from Residential, Rural District (R-RUR) to Residential, Country Residential District



(R-CRD) would accommodate the Buckley Conceptual Scheme and up to five new lots each 1.98 acres in size.

Land Use Bylaw (Bylaw C-8000-2020)

The Applicant is proposing to redesignate the subject lands to Residential, Country Residential District (R-CRD), which provides for residential parcels to a minimum of 1.98 acres in size. The district is appropriate for the proposed parcel size and uses proposed.

**OPTIONS:**

- Option #1:      Motion #1      THAT Bylaw C-8036-2020 be amended in accordance with Appendix 'B'.  
                          Motion #2      THAT Bylaw C-8035-2020 as amended be given second reading.  
                          Motion #3      THAT Bylaw C-8035-2020 as amended be given third and final reading.  
 Option #2:      THAT application PL20200003 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-8035-2020 and Schedule A  
 APPENDIX 'C': Map Set  
 APPENDIX 'D': Landowner Letters



## APPENDIX A: APPLICATION REFERRALS

AGENCY	COMMENTS
<b><i>School Authority</i></b>	
Rocky View Schools	Rocky View Schools has reviewed this circulation and has no objections.
<b><i>Province of Alberta</i></b>	
Alberta Health Services	I would like to confirm that Alberta Health Services, Environmental Public Health has received the above-noted application. At this time we do not have any concerns with the information as provided. Feel free to contact me if the application is changed in any way, or you have any questions or concerns.
<b><i>Public Utility</i></b>	
ATCO Gas	ATCO Gas has no objection to the proposed Redesignation or Conceptual Scheme.
ATCO Pipelines	ATCO Transmission high pressure pipelines has no objections.
Telus Communications	TELUS COMMUNICATIONS INC. has no objection to the above circulation.
<b><i>Internal Departments</i></b>	
Recreation, Parks and Community Support	<b>Parks:</b> No comments <b>Recreation:</b> No comments
Development Compliance	Development Compliance have no concerns with this application at this time.
Planning and Development Services - Engineering	<b>General</b> <ul style="list-style-type: none"> <li>The review of this file is based upon the application submitted.</li> <li>As a condition of future subdivision, the applicant will be required to enter into a Deferred Servicing Agreement outlining that future lot owners will be required to connect to County wastewater, storm water and potable water servicing when such services become available.</li> </ul> <b>Geotechnical:</b> <ul style="list-style-type: none"> <li>Engineering has no requirements at this time.</li> <li>There appears to be no steep slopes within the subject lands.</li> </ul>





AGENCY	COMMENTS
	<p><b>Transportation:</b></p> <ul style="list-style-type: none"> <li>The proposed tentative plan only provides direct access to a municipal road (Range Road 32) to 4 out of the 5 proposed lots. As per the County Plan, subdivisions are required to provide direct access to a municipal road.</li> <li>At future subdivision stage, access will be further assessed to ensure that all proposed lots have direct access to a development County road to the satisfaction of the County.</li> <li>As a condition of future subdivision, the applicant/owner shall contact County Road Operations to inspect the existing approaches off of Range Road 32 and conduct work associated with the road approaches as required by the County, to the satisfaction of the County.</li> <li>The applicant/owner will be required to pay the transportation offsite levy as per the applicable TOL bylaw at time of approval as the subject lands to be subdivided are Residential Two District (R-2). The TOL will be applied to the gross area of the subject lands.</li> </ul> <p><b>Sanitary/Waste Water:</b></p> <ul style="list-style-type: none"> <li>As part of redesignation/conceptual scheme application, the applicant/owner submitted a Level 3 PSTS Assessment conducted by Groundwater Information Technologies Ltd. dated March 3, 2015 for a previous development on the subject lands. At time of future subdivision application, the applicant/owner will be required to submit a Level 4 PSTS Assessment that has been updated to support the proposed development and includes one test pit / bore hole on each proposed lot.</li> <li>Should the Level 4 PSTS Assessment warrant the use of a packaged sewage treatment system, as a condition of future subdivision, the Owner shall enter into a Site Improvements / Services Agreement (SISA) with the County, which shall be registered on title of the proposed lots, and shall be: <ul style="list-style-type: none"> <li>For the construction of a Packaged Sewage Treatment Plant meeting Bureau de Normalisation du Quebec (BNQ) standards; and</li> <li>The system be in accordance with the Level 4 PSTS Assessment accepted by the County.</li> </ul> </li> </ul> <p><b>Water Supply And Waterworks:</b></p> <ul style="list-style-type: none"> <li>The applicant/owner is proposing the use of groundwater wells to service the proposed development.</li> <li>As part of the redesignation / conceptual scheme application, the applicant/owner provided a Phase 1 Supply Evaluation report for the subject lands that indicated that there appears to be sufficient groundwater water supply to support the proposed development.</li> </ul>



AGENCY	COMMENTS
	<p>The applicant/owner also submitted a Phase 2 Aquifer Testing Report that included a Well Driller's report for a newly drilled well located within the subject lands that confirmed that the flow of the newly drilled well exceeds the 1 igpm requirement.</p> <ul style="list-style-type: none"> <li>As a condition of future subdivision, the applicant/owner will be required to drill a new well on each of the proposed lots and provide a Phase 2 Aquifer Testing Report that includes a Well Driller's report confirming that the flow exceeds or is equivalent to 1 igpm.</li> </ul> <p><b>Storm Water Management:</b></p> <ul style="list-style-type: none"> <li>The applicant/owner submitted a Site-Specific Stormwater Implementation Plan (SSIP) conducted by Osprey Engineering Inc. dated April 29, 2020 that provided recommendations to manage stormwater runoff in accordance with the Springbank MDP.</li> <li>As a condition of future subdivision, the applicant/owner shall enter into a Site Improvements / Services Agreement (SISA) with the County, to be registered on title, for the construction of the improvements as per the SSIP accepted by the County.</li> </ul> <p><b>Environmental:</b></p> <ul style="list-style-type: none"> <li>Engineering has no requirements at this time.</li> <li>The applicant/owner will be responsible to obtain all required AEP approvals should the proposed development impact any wetlands or other valuable environmental components.</li> </ul>
Capital Project Management	Capital Projects has no concerns.
Utility Services	It is unclear from the Conceptual Scheme how the proposed development will be service with potable water, and so a complete assessment cannot be made at this time.
Agricultural & Environmental Services	Because this parcel falls within the Central Springbank Area Structure Plan, Agricultural Services has no concerns.

Circulation Period: (February 14, 2020 to March 9, 2020)

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



# BYLAW C-8035-2020

## A Bylaw of Rocky View County to amend Land Use Bylaw ~~C-8000-2020.4841-97~~

The Council of Rocky View County enacts as follows:

### PART 1 – TITLE

This Bylaw shall be known as Bylaw C-8035-2020.

### PART 2 – DEFINITIONS

In this Bylaw the definitions and terms shall have the meanings given to them in Land Use Bylaw C-8000-2020 and the Municipal Government Act.

### PART 3 – EFFECT OF BYLAW

**THAT** Part 5, Land Use Map No. 47 and 47 - NE of Bylaw ~~C-4841-97~~ **C-8000-2020** be amended by redesignating Lots 8 and 9, Block 1, Plan 1910511 within NW-23-24-03-W05M from **Residential, Rural District (R-RUR) to Residential, Country Residential District (R-CRD)** ~~Residential Two District (R-2) to Residential One District (R-1)~~ as shown on the attached Schedule 'A' forming part of this Bylaw.

**THAT** Lots 8 and 9, Block 1, Plan 1910511 within NW-23-24-03-W05M are hereby redesignated to **Residential, Country Residential District (R-CRD)** ~~Residential One District (R-1)~~ as shown on the attached Schedule 'A' forming part of this Bylaw.

### PART 4 – TRANSITIONAL

Bylaw C-8035-2020 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*.

**Bylaw C-8035-2020 comes into full force and effect when Rocky View County Land use Bylaw C-8000-2020 comes into full force and effect.**

**Division: 2**

**File: 04723003/198/ PL20200003**

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



ROCKY VIEW COUNTY

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Reeve

---

CAO or Designate

---

Date Bylaw Signed

**BYLAW:** C-8035-2020

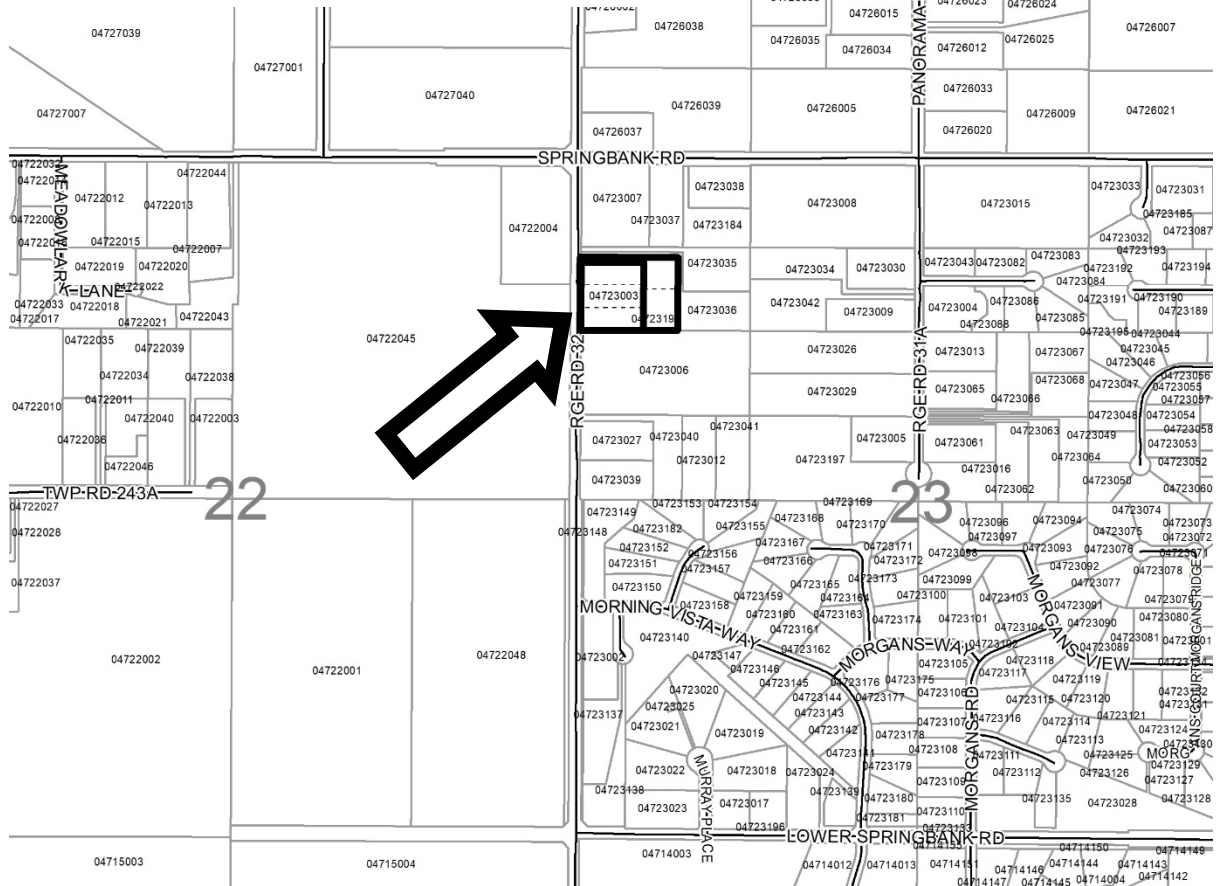
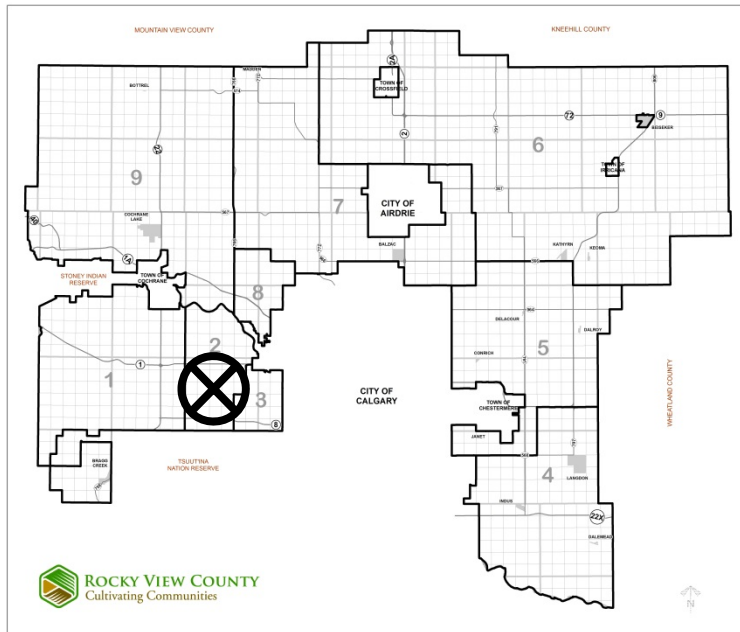
# AMENDMENT

**FROM** ~~Residential Two District (R-2)~~  
Residential, Rural  
District (R-RUR) **TO** ~~Residential One District~~  
Residential, Country  
District (R-CRD)

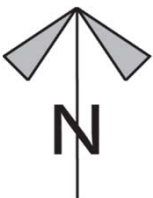
Subject Land \_\_\_\_\_

**LEGAL DESCRIPTION:** Lot 8/9, Block 1, Plan 1910511  
within NW-23-24-03-W05M

**FILE:** 04723003/198



## LOCATION PLAN



NW-23-24-03-W05M  
Lot: 8/9 Block:1 Plan:1910511

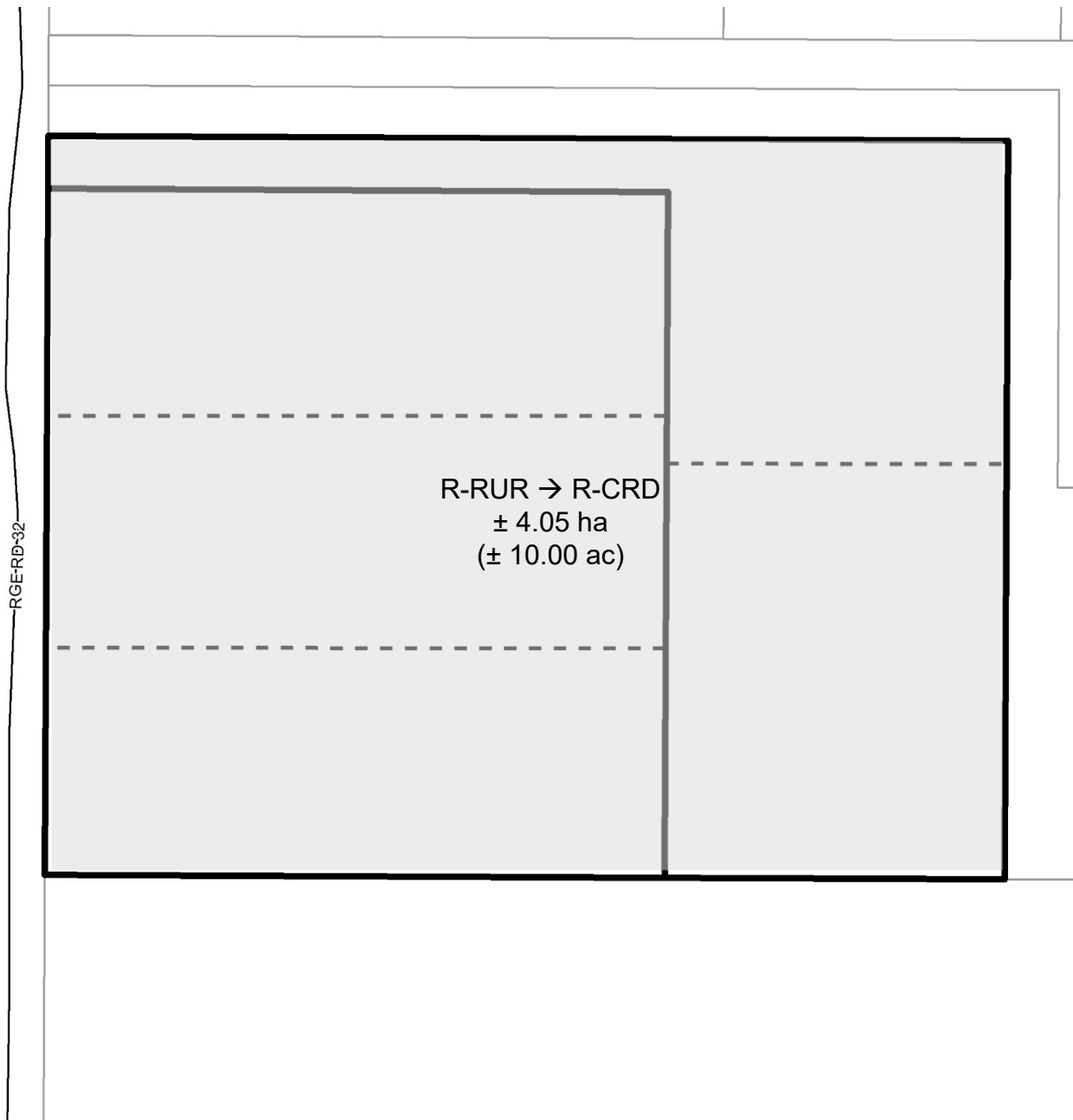
Date: Jan 15, 2020

Application: PL20200003

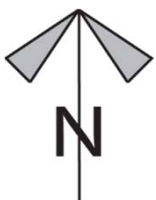
File: 04723003/04723198



**Development Proposal:** To redesignate the subject lands from Residential, Rural District (R-RUR) to Residential, Country Residential District (R-CRD) to accommodate the Buckley Conceptual Scheme.



## DEVELOPMENT PROPOSAL



NW-23-24-03-W05M

Lot: 8/9 Block: 1 Plan: 1910511

Date: Jan 15, 2020

Application: PL20200003

File: 04723003/04723198

**Conceptual Scheme Proposal:** To adopt the Buckley Conceptual Scheme to provide a policy framework to guide future redesignation, subdivision and development proposals within a portion of NW-23-24-03-W05M.

#### BUCKLEY CONCEPTUAL SCHEME

##### Density and Lot Size

The current 10.01-acre parcel is to be re-designated from it's current Residential Two to Residential One, to allow for subdivision into parcels with a minimum allowable parcel size of 1.98 acres and a maximum density of 5 residential units on the parcel.

FIGURE 6: SITE PLAN ARIAL

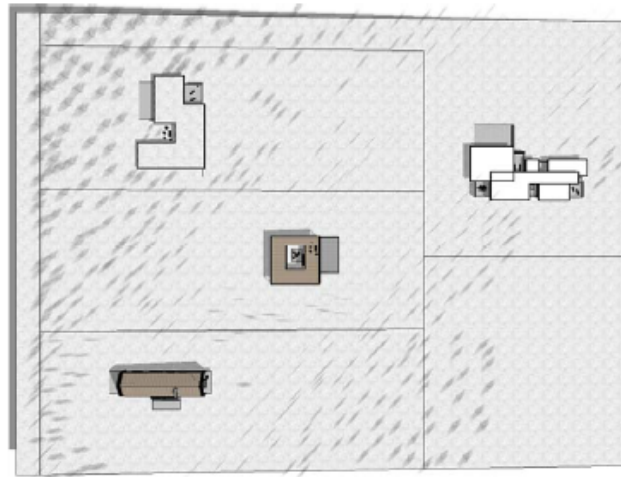
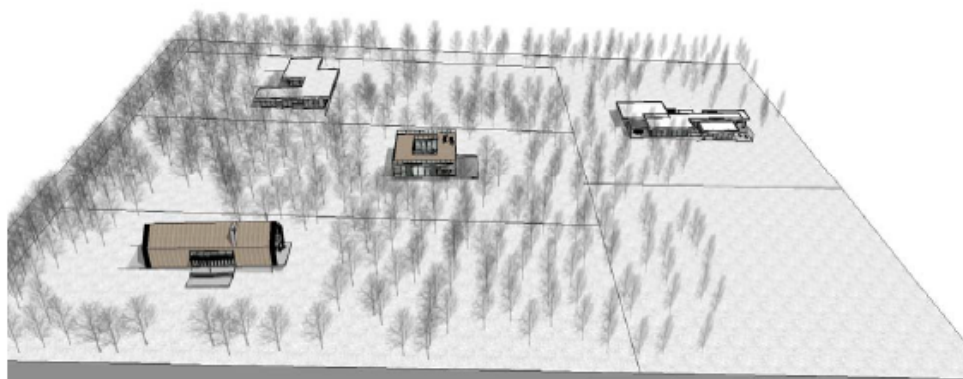
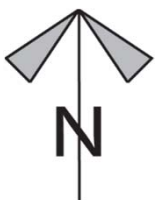


FIGURE 7: SITE PLAN NORTH FACING VIEW



## CONCEPTUAL SCHEME PROPOSAL



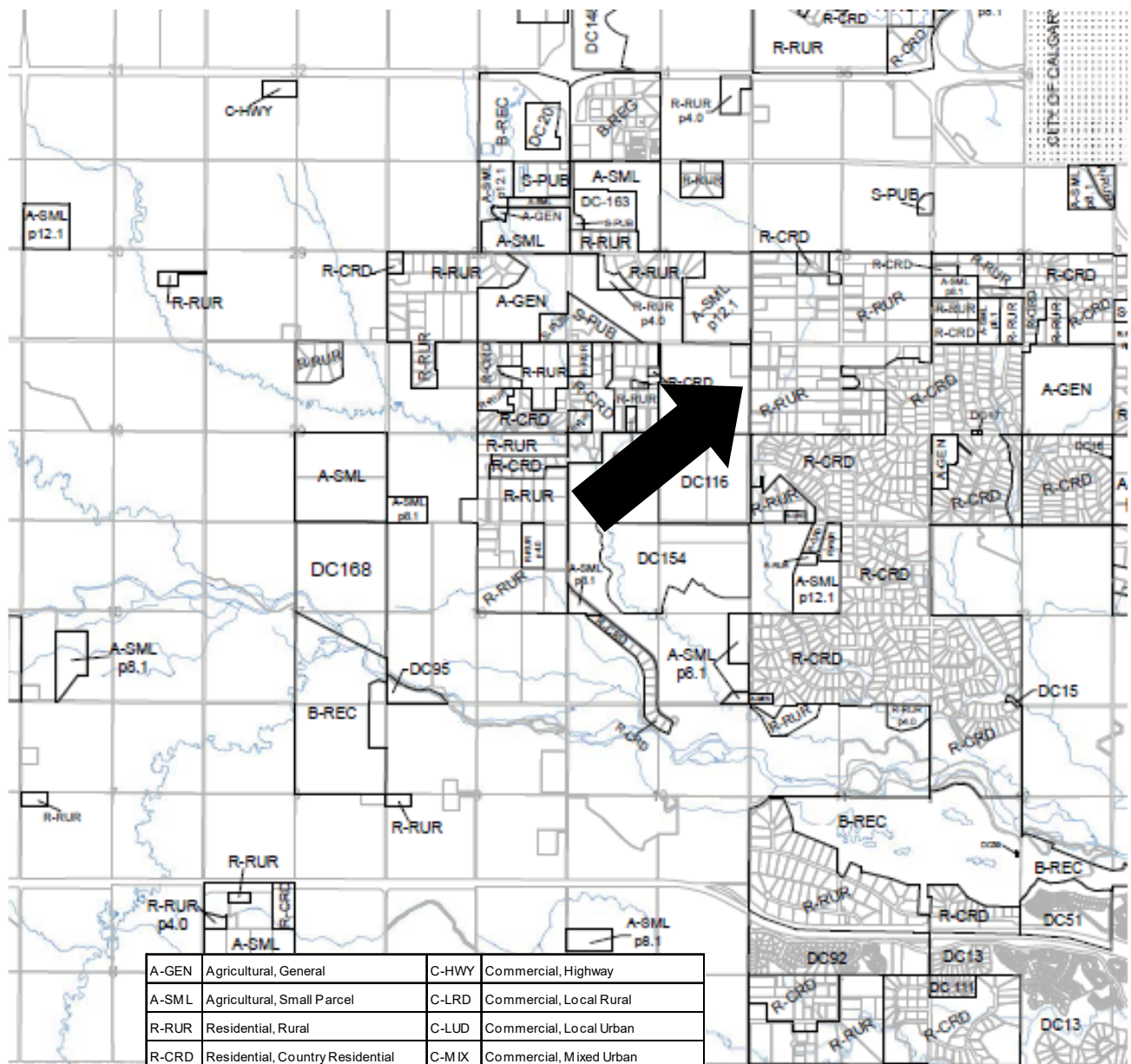
NW-23-24-03-W05M

Lot: 8/9 Block: 1 Plan: 1910511

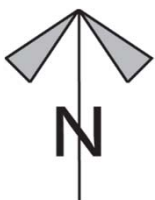
Date: Jan 15, 2020

Application: PL20200003

File: 04723003/04723198



**LAND USE MAP**  
**C-4841-97**



NW-23-24-03-W05M  
Lot: 8/9 Block: 1 Plan: 1910511

Date: Jan 15, 2020

Application: PL20200003

File: 04723003/04723198

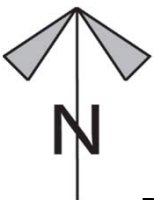




Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

**TOPOGRAPHY**

*Contour Interval 2 M*



NW-23-24-03-W05M

Lot: 8/9 Block: 1 Plan: 1910511

Date: Jan 15, 2020

Application: PL20200003

File: 04723003/04723198

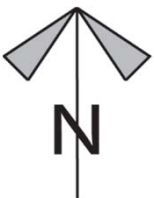




Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

**AIR PHOTO**

*Spring 2018*



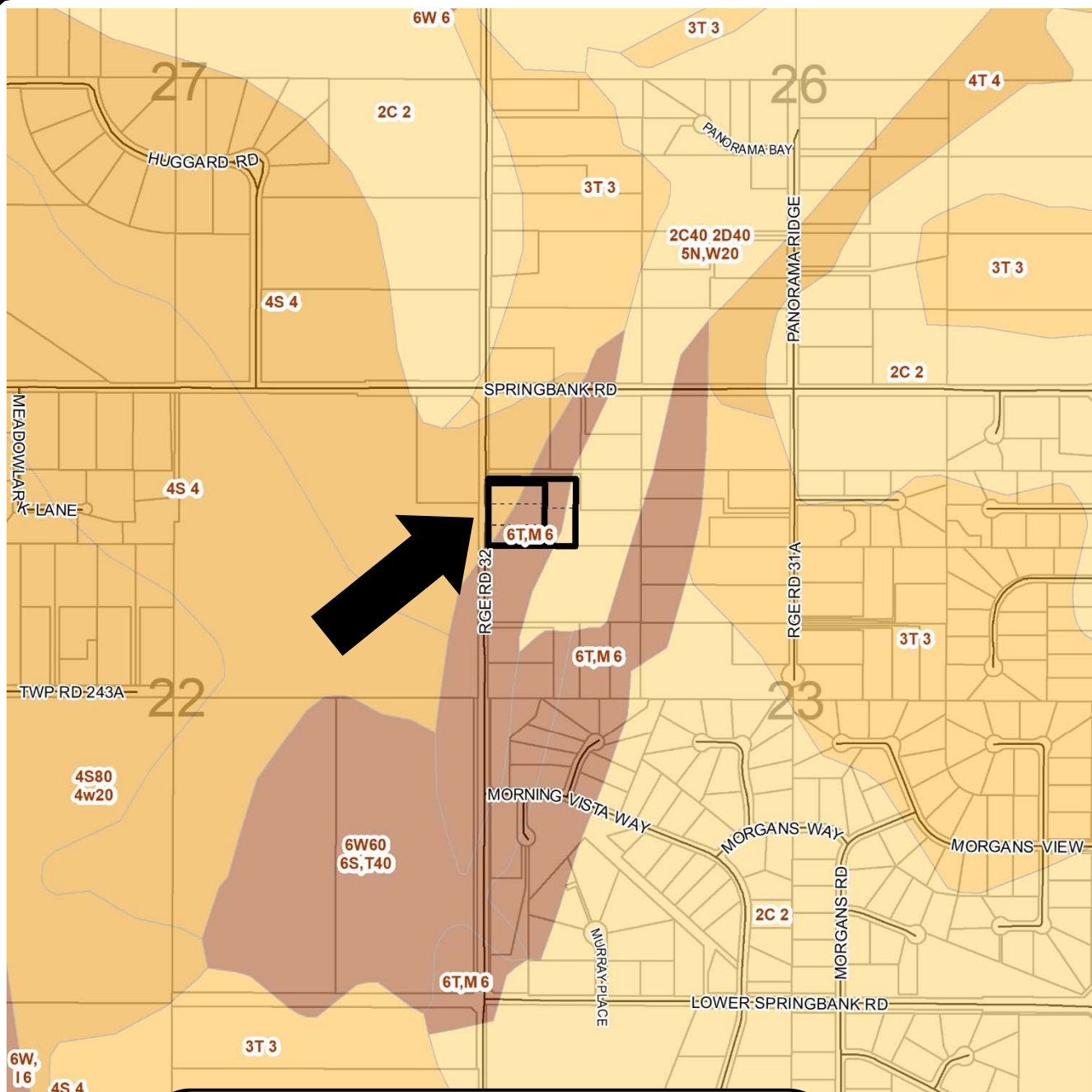
NW-23-24-03-W05M

Lot: 8/9 Block: 1 Plan: 1910511

Date: Jan 15, 2020

Application: PL20200003

File: 04723003/04723198



### LAND CAPABILITY CLASSIFICATION LEGEND

*Limitations refer to cereal, oilseeds and tame hay crops*

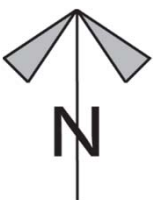
#### CLI Class

- 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



NW-23-24-03-W05M

Lot: 8/9 Block: 1 Plan: 1910511

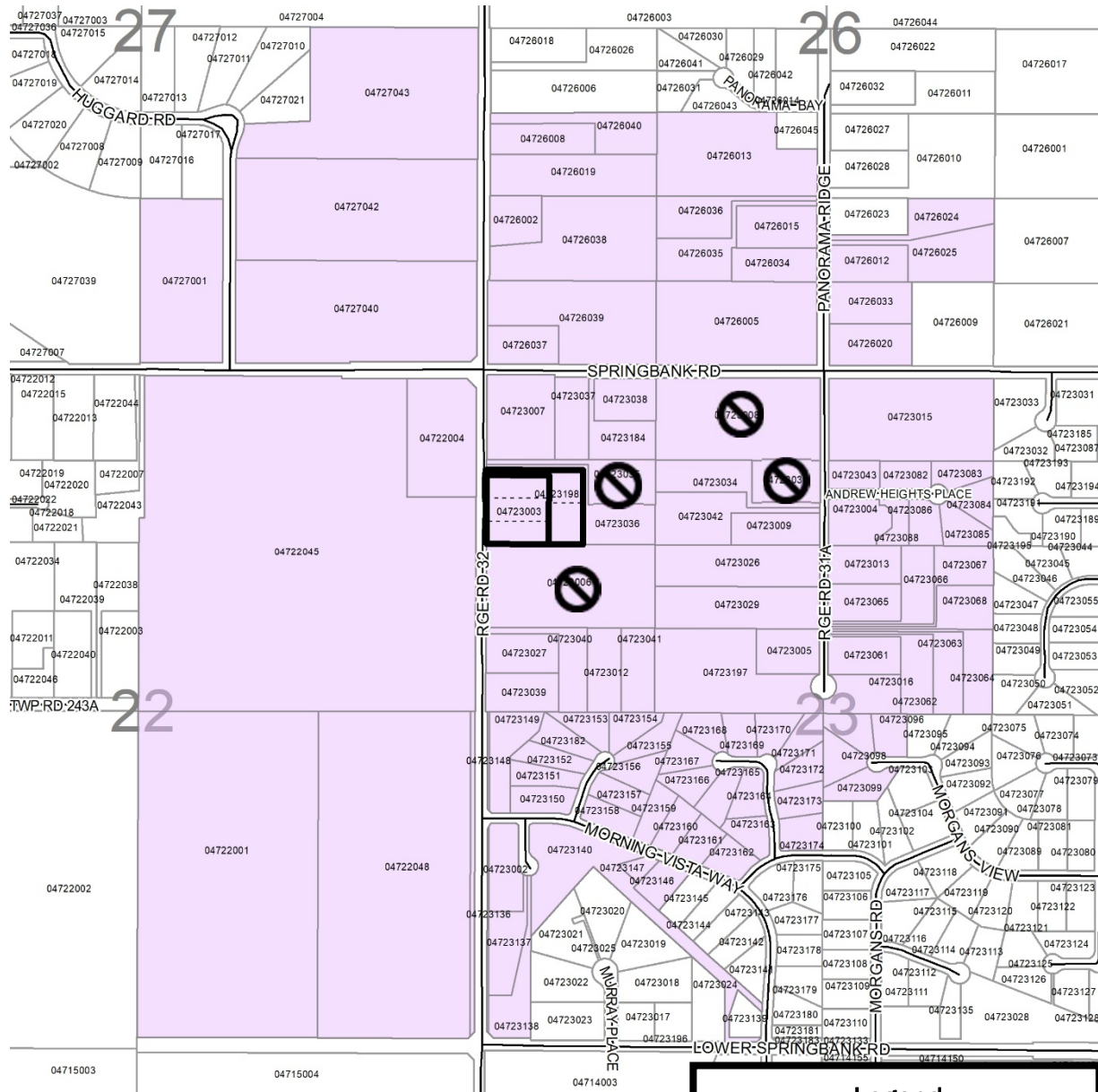
Date: Jan 15, 2020

Application: PL20200003

File: 04723003/04723198







- Letters in Opposition
- Letters in Support

**Legend**

Circulation Area

Subject Lands

## LANDOWNER CIRCULATION AREA

NW-23-24-03-W05M

Lot: 8/9 Block: 1 Plan: 1910511

Date: Jan 15, 2020

Application: PL20200003

File: 04723003/04723198

**Jessica Anderson**

---

**From:** Kathy Chudek [REDACTED]  
**Sent:** Wednesday, July 08, 2020 12:10 PM  
**To:** Jessica Anderson  
**Cc:** FLACH, Peter  
**Subject:** [EXTERNAL] - Land Redesignation From R2 to R1

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Do not open links or attachments unless sender and content are known.

Good morning Ms. Anderson,

My name is Paul Chudek. I am sending you this notice on behalf of my wife Kathryn and myself. We are neighbours on the south side of the Buckley property in NW 1/4 23-24-3-5. We have owned our 20 acre parcel since mid 1965 and built our home here. We have no intention of subdivision of our land and have no wish to change from a R2 to R1 designation. We agree with the Flachs that all the parcels in this quarter should remain at a minimum of 4 acres in size. The infrastructure of the road system in this area is absolutely inadequate to bear additional traffic from further subdivision. Our only access is Range Rd. 32. It is presently over utilized by being a designated truck route carrying at count up to 6 tandem gravel trucks in 5 minutes during the work week. It has become a speed and test track for high powered motor cycles and locally owned expensive cars. There are also literally dozens of bicycle riders throughout the week travelling in both directions. We were accepting of the Buckley subdivision to create a 4 acre parcel on which he has built a new home but disagree with further subdivision to 2 acre parcels. Please accept our wishes in the upcoming hearings.

Sincerely,

Paul and Kathryn Chudek

**Jessica Anderson**

---

**From:** Peter Flach [REDACTED]  
**Sent:** Friday, June 26, 2020 12:51 PM  
**To:** Jessica Anderson  
**Subject:** [EXTERNAL] - File Number 04723003/3198, Application Number PL20200003/4

Do not open links or attachments unless sender and content are known.

Jessica Anderson  
Planning Services Department  
Rocky View County

Hello Jessica,

This letter is regarding the proposed R-2 to R-1 redesignation application PL20200003 and the Buckley Conceptual Scheme PL20200004, File Number 04723003/3198.

We are opposed to the proposed redesignation from Residential Two District to Residential One District and we are opposed to the adoption of the Buckley Conceptual Scheme.

The proposed parcel size of 2 acre lots is inconsistent with the Central Springbank Structure Plan Policy 2.9.3(b) which says development should be at the most prevalent lot size in the immediately surrounding area, which in this case is 4 acres. The entire quarter section where this property is located is designated R-2 with a minimum 4 acre lot size.

We have lived adjacent to the subject lands in this R-2 area for 26 years. We do not want to see the zoning changed. Developments such as what is being proposed should be confined to areas already zoned as R-1.

Thank you,

Peter and Del Flach  
[REDACTED]

Calgary AB  
T3Z 2E3



August 19/20

243225 RR31A

Calgary, AB

T3Z 3L5

Re: BYLAW C-8035-2020

To Whom it may concern

I am writing this letter in opposition to the above listed subdivision proposal.

I will follow the nomenclature of the Buckley Conceptual Scheme to detail my concerns, but I have a couple of general comments to begin.

For the record, I did not object to the Buckleys applying to subdivide their 10 acre parcel into a 6 acre and a 4 acre back in 2015. I have no problem with 4 acre parcels with individual wells with proper access blending into the surrounding 4 acre parcels. There are no 2 acre parcels on the entire quarter section that the subject land is within. All properties north, east and south are four(4) acres or larger.

As I reviewed the new Buckley Conceptual plan, I found the document very misleading and inaccurate. The water and septic system evaluations are based on the first separation of the 4 acres from the 10 acre parcel for one(1) building site. The evaluations on water is based on one (1) additional well, not four (4) and one septic field system, not four(4) as to what the Conceptual plan is proposing.

There is also no mention of the past and current riparian drainage issues adjacent to this property. There are a number of reports by neighbours, Alberta Environment and law suits in the Morning Vista subdivision (300 Meters to the south) which are on file with Rockyview County over the drainage issues. In addition, on page 19 a reference is made to a Storm Management Plan, dated 2004 as Appendix 4. No such attachment is included. I have to believe that the ever increasing riparian surface area and duration of saturation occurring all year instead of just spring run off by this drainage (Morning Vista and adjacent property owners) would raise concerns for adding 4 septic fields so close to this drainage.

1/

#### 2.0 Description and Evaluation of the Existing Plan Area- Page4

No where in this section of the proposal or in the in well analysis reports does it mention the abandoned well on the homestead building site of the current six (6) acre property. Twenty-five years ago, when the subject property was a twenty (20) parcel, the operating well went dry. This occurred after a new well was drilled on the adjacent property due west. The owner at the time had to drill a new well which currently, to this day services the homestead buildings. This is an example of tapping into the same Paskapoo sandstone fracture zone. The proposed application is recommending that they drill four(4) move wells on the subject six(6) and four(4) acre sites where two(2) operating and one(1) abandoned well currently exist

There is a water pipeline system servicing the Morning Vista subdivision, 300 meters to the south of the subject application. Why is surface water not being proposed as a solution? The

future large subdivision on the immediate west side of RR32 will have surface water as its source. It would appear that there are current and future surface water options available.

2/

3.0 Land Use Concept- page 11

b. Demonstration of Consistency with a Higher Order Plan

The conceptual plan does not compile to the CSASP and are in conflict with policy 2.9.2 (d) and 2.93(a) in that the proposed subdivision of two(2) acres is incompatible with the character of the quarter section and surrounding properties of four (4) acres. In addition, panhandle accesses are also in conflict with the CSASP of which this application is proposing.

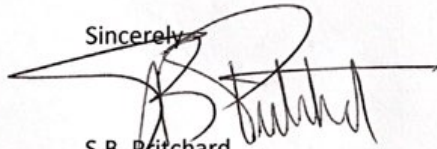
3/

4.0 Summary of Community Consultation-page 20

At no time, as an affected property owner have I been contacted for my input by the applicants. This is also true for any of the neighbours that I have spoken to about the application. And since I never drive down RR32 I have never seen the limited signage that the applicant highlights in his submission.

So to conclude, I am opposed to the creation of two(2) parcels with drilled well servicing these parcels.

Sincerely,



S.B. Pritchard



Buckley Conceptual Scheme – Bylaw C-8035-2020

Chris Brancaccio

243219 Range Road 31A

The riparian zone mentioned on Page 5-6 of the Buckley Conceptual Scheme has had ongoing problems with drainage downstream with discussion between various land owners and the county with the Morning Vista sub-division having to make changes to their drainage system. I do not believe all the drainage problems have been resolved. Sub dividing the subject lands will add additional runoff water into the creek.

#### Page 7 Land Use and Adjacent Land Use

The 10.01-acre parcel will be Residential One (R-1). This re-designation will not result any conflict with the existing land uses. There are approximately 20 other residences within 500 meters of the site. All other residences within this range are either R1 or R2.

In the quarter with the subject lands there are no R-1 zonings. There are in Morning Vista which has an elaborate road system to access the properties.



Page 9 - Roadway Connections

The existing residence has access via an approach from Range Road 32 and the intersection for this internal road will continue to be used in addition to the new access road. The access point for the East end of the property is via an approach from Range Road 32 that will provide both physical and legal access to the property. The owner will enter into an Access Easement Agreement.

I've seen better roads in provincial campgrounds. See pictures.

Their road



Our Neighbour's road





Page 20 - 4.0 A Summary of Community Consultation

Input from all directly and indirectly affected landowners within and adjacent to the conceptual scheme boundary was sought throughout the preparation of the conceptual scheme. Consultation with the property owners directly and indirectly affected will continue to occur. A large 4-foot by 8-foot conceptual rendering has been present on the proposed area, for over a year, providing telephone and email contact information. This rendering was installed to both provide information and to encourage residents to respond and forward comments. The neighbours were also advised of development plans and invited to submit letters and emails.

I have not been contacted directly by the owners of the subject property and neither has my neighbor. I do not believe anyone else near me has been contacted directly as well. The sign is NOT sufficient communication.

Also they have noted a sold sign on one of the parcels that has not officially been subdivided. If this is not legal it certainly is presumptive.



Page 79 – Letters from Neighbours

None listed probably due to not contacting neighbours directly as noted above.

Other points2.9.2 General Residential Development – Policies

Policy 2.9.2 (n) Panhandles are not considered an appropriate means to provide access to residential parcels and their use is discouraged.

This scheme has panhandle access.

2.9.3 Infill Residential Areas – Policies

b) Future residential lots in the Infill Residential Area as defined on Map 11 will range between +0.8 to +1.6 ha (+2 to +4 acres) in size or whatever is most prevalent on adjacent lands or in the immediate area.

The predominate lot size in this quarter section is 4 acres or more.

Incremental development

First the 10 acres was subdivided into 2 parcels of 6 acres & 4 acres. Now they want to go down to 2 acre lots, which would have 5 wells & 5 septic systems on 10 acres.

In summary, we are opposed to this application for the reasons stated above.



Chris Brancaccio



## **PLANNING AND DEVELOPMENT SERVICES**

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<b>TO:</b>	Council	<b>DIVISION:</b>	1
<b>DATE:</b>	September 1, 2020	<b>APPLICATION:</b>	PL20200054
<b>TIME:</b>	Afternoon Appointment	<b>FILE:</b>	03912012/2036/3043/3044/ 3045/3075/3076/3001
<b>SUBJECT:</b>	Road Closure Item – Bragg Creek		

---

### **POLICY DIRECTION:**

Road Allowance Closure and Disposal Policy C-443.

### **EXECUTIVE SUMMARY:**

The purpose of this application is to close, for consolidation purposes, three segments of Road Allowance and Lane located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 1911357. The purpose of this application is to integrate the Roads and undeveloped Lane for a future comprehensive development plan.

This application was circulated to 241 adjacent landowners; in response eight (8) letters in opposition, two (2) letters in support and four (4) letters raising comments were received (see Appendix 'D'). The application was also circulated to a number of internal and external agencies; responses are available in Appendix 'A'.

The application was reviewed based on the Road Allowance Closure and Disposal Policy C-443 and meets the general requirements of that policy.

### **ADMINISTRATION RECOMMENDATION:**

Administration recommends Approval in accordance with Option #1.

<b>DATE APPLICATION RECEIVED:</b>	April 29, 2020
<b>DATE DEEMED COMPLETE:</b>	April 29, 2020

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<b>PROPOSAL:</b>	To close for consolidation purposes, three (3) segments of Road Allowance and Lane located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 1911357. The purpose of this application is to integrate the Roads and undeveloped Lane for a future comprehensive development plan.
------------------	--

<b>LEGAL DESCRIPTION:</b>	Road lying between Lots 3 and 4, Block 5, Plan 191 1358 and Lot 7, Block 1, Plan 1741 EW;  Portion of Lane lying south of Lot 3, Block 5, Plan 191 1358 and Lots 4 to 7 (inclusive), Block 1, Plan 1741 EW and North of Lot 2 PUL, Block 12, Plan 191 1819, and Lot 1, Block 10, Plan 191 1357; and
---------------------------	---





Portion of Original Road Allowance between Sections 12 and 13, Township 23, Range 5. W.5.M that lies north of Lots 2, 25, 26, Block D, Plan 8605 GT and Condominium Plan 991 3486.

**GENERAL LOCATION:** Located in the hamlet of Bragg Creek.

**APPLICANT:** RJK Development Ltd.

**OWNERS:** RJK Development Ltd.

**GROSS AREA:** ± 2.15 acres

**BACKGROUND:**

Following is an overview of the three segments:

**Segment 1 – River Drive North** (Road lying between Lots 3 and 4, Block 5, Plan 191 1358 and Lot 7, Block 1, Plan 1741 EW)

- This segment of road allowance is an existing County road that connects to Balsam Avenue to the north. It provides access to four properties, all of which are owned by the Applicant. No adjacent landowners are being impacted for this segment. For this reason, Administration has no concerns for closing this segment of the road allowance.

**Segment 2 – Undeveloped Road Allowance** (Portion of Lane lying south of Lot 3, Block 5, Plan 191 1358 and Lots 4 to 7 (inclusive), Block 1, Plan 1741 EW and North of Lot 2 PUL, Block 12, Plan 191 1819, and Lot 1, Block 10, Plan 191 1357)

- This segment of road allowance is currently undeveloped. There are five properties that back onto this undeveloped laneway, of which, four properties are owned by the Applicant and one owned by the County.
- Closing this segment of Road Allowance would allow the Applicant to facilitate a more comprehensive development plan. For this reason, Administration has no concerns for closing this segment of the road allowance.

**Segment 3 – River Drive South** (Portion of Original Road Allowance between Sections 12 and 13, Township 23, Range 5. W.5.M that lies north of Lots 2, 25, 26, Block D, Plan 8605 GT and Condominium Plan 991 3486)

- This segment of road allowance is an existing County road that connects to White Avenue to the east. It provides access to multiple properties including two commercial sites at the intersection of River Drive South and White Avenue.
- The County operates and maintains water and wastewater infrastructure inside the portions of River Drive North and South. Should approval be given for the closure and consolidations of these portions, the applicant will have to accommodate County access to the water and wastewater infrastructure located in the road allowances through an easement or right of way.
- The Applicant indicated that they have a draft agreement in place with the adjacent landowners to continue to provide access to the existing businesses. If Council decides to approve this segment of road closure, Administration recommends that the access easement agreements be required as part of the sales agreement to secure access for the affected properties.



**OPTIONS:**

- Option #1:     Motion #1     THAT Bylaw C-8072-2020 be given first reading.  
                  Motion #2     THAT Bylaw C-8072-2020 be forwarded to the Minister of Transportation  
   for approval.
- Option #2:     THAT application PL20200054 be refused.
- Option #3:     THAT Council provide alternative direction.

Respectfully submitted,

Concurrence,

"Theresa Cochran"

"Al Hoggan"

---

Executive Director  
Community Development Services

---

Chief Administrative Officer

JKwan/llt

**APPENDICES:**

- APPENDIX 'A': Application Referrals  
APPENDIX 'B': Bylaw C-8072-2020 and Schedule A  
APPENDIX 'C': Map Set  
APPENDIX 'D': Landowner Comments



## APPENDIX A: APPLICATION REFERRALS

AGENCY	COMMENTS
<b>Public Utility</b>	
ATCO Gas	ATCO Gas have facilities located within the proposed closure, therefore a URW agreement will be required.
FortisAlberta	FortisAlberta has determined there are affected facilities which will require an Utility Right of Way Agreement to be registered at Alberta Land Titles.
Planning and Development Services - Engineering	<p><b>General</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>The application will need to be circulated to Alberta Transportation for review and comment.</li> </ul> <p><b>Geotechnical:</b></p> <ul style="list-style-type: none"> <li>Engineering has no requirements at this time.</li> </ul> <p><b>Transportation:</b></p> <ul style="list-style-type: none"> <li>The applicant/owner is proposing to close portions of the road allowance of River Drive North, River Drive South as well as an undeveloped road allowance for consolidation purposes.</li> <li>The closure of Segment 1 (portion of River Drive North) would result in one land locked parcel (11 River Drive North), however, the lot will be a part of the consolidation. The closure would affect two other lots (12 River Drive North and 15 River Drive North), however, these lots will also be a part of the consolidation and have access to Balsam Avenue.</li> <li>The parcels that are not included in the consolidation and would lose access to River Drive South through the proposed road closure are: 50 River Drive South, 53 River Dr. South, and 15 River Drive South.             <ul style="list-style-type: none"> <li>River Drive South travels east-west along the northern boundaries of 50 River Drive South and 53 River Drive South and then turns and travels in a north-south direction between the two properties and eventually connects to White Avenue through Harwood Street. The affected lots have existing road approaches off of the north-south section of River Drive South. The road closure does not appear to significantly impact access to the lots.</li> <li>15 River Drive South is adjacent to both River Drive South and White Avenue. The proposed road closure would remove access to River Drive South, however, the lot still</li> </ul> </li> </ul>



AGENCY	COMMENTS
	<p>has direct access to White Avenue and would not result in being a land locked parcel.</p> <ul style="list-style-type: none"> <li>• The closure of Segment 2 (the undeveloped road allowance) would not result in any land locked parcels, as all the parcels adjacent to the road allowance have direct access to Balsam Avenue.</li> <li>• The closure of Segment 3 (portion of River Drive South) would eliminate secondary access to 9 lots. This is acceptable should the developed area be considered as rural development, as the developed area does not meet the 10 lot threshold triggering secondary access, in accordance with section 411 of the County Servicing Standards.</li> <li>• The closure of Segment 3 (portion of River Drive South) would result in a 129 m dead end, which exceeds the 90 m threshold length for dead ends of urban developments. Should the developed area along River Drive South be considered to be urban, in accordance with section 411 of the County Servicing Standards, secondary access will need to be maintained. Should the road closure proceed, the applicant/owner will need to enter into an access easement agreement to provide secondary access to the impacted lots.</li> </ul> <p><b>Sanitary/Waste Water:</b></p> <ul style="list-style-type: none"> <li>• Engineering has no requirements at this time.</li> </ul> <p><b>Water Supply And Waterworks:</b></p> <ul style="list-style-type: none"> <li>• Engineering has no requirements at this time.</li> </ul> <p><b>Storm Water Management:</b></p> <ul style="list-style-type: none"> <li>• Engineering has no requirements at this time.</li> </ul> <p><b>Environmental – Section 900.0 requirements:</b></p> <ul style="list-style-type: none"> <li>• Engineering has no requirements at this time.</li> </ul>
Utility Services	<p>The County operates and maintains water and wastewater infrastructure inside the portions of River Drive North and River Drive South identified in this application for closure and consolidation.</p> <p>Should approval be given for the closure and consolidation of these portions of River Drive North and South, the applicant will have to accommodate County access to the water and wastewater infrastructure located in these road allowances through an easement or right of way.</p>

Circulation Period: May 27, 2020 to June 17, 2020

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



# BYLAW C-8072-2020

**A Bylaw of Rocky View County, in the Province of Alberta, for the purpose of closing for public travel and creating title to portions of a public highway in accordance with the *Municipal Government Act*.**

**WHEREAS** the lands hereafter described are no longer required for public travel;

**AND WHEREAS** an application has been made to the Council of Rocky View County to have the highway closed;

**AND WHEREAS** the Council of Rocky View County deems it expedient to close for public travel certain roads, or portions of roads, situated in Rocky View County and to dispose of the same;

**AND WHEREAS** notice of this Bylaw was provided in accordance with the *Municipal Government Act* by circulation to landowners and advertisements on the August 4, 2020 and August 11, 2020 Rocky View County Public Hearing Notice;

**NOW THEREFORE** the Council of Rocky View County enacts as follows:

## Title

- 1 This Bylaw may be cited as *Bylaw C-8072-2020*.

## Definitions

- 2 Words in this Bylaw have the same meaning as those set out in the *Municipal Government Act* except for the definitions provided below:
  - (1) **“Council”** means the duly elected Council of Rocky View County;
  - (2) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time; and
  - (3) **“Rocky View County”** means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.

## Effect

- 3 The Council of Rocky View County does hereby close to public travel for the purpose of creating title to the following described highway as shown on Schedule 'A' attached to and forming part of this Bylaw, and more particularly described below, subject to the rights of access granted by other legislation:
  - (1) Road lying between Lots 3 and 4, Block 5, Plan 191 1358 and Lot 7, Block 1, Plan 1741EW, containing 0.191 hectares (0.47 acres) more or less excepting thereout all mines and minerals;



- (2) Portion of Lane lying south of Lot 3, Block 5, Plan 191 1358 and Lots 4 to 7 (inclusive), Block 1, Plan 1741EW and North of Lot 2 PUL, Block 12, Plan 191 1819 and Lot 1 Block 10, Plan 191 1357, containing 0.140 hectares (0.35 acres) more or less excepting thereout all mines and minerals;
- (3) Portion of Original Road Allowance between Sections 12 and 13, Township 23, Range 5. W.5M that lies north of Lots 2, 25, and 26, Block D, Plan 8605 GT and Condominium Plan 991 3486, containing 0.540 hectares (1.34 acres) more or less excepting thereout all mines and minerals.

**Transitional**

- 4 Bylaw C-8072-2020 is passed and comes into full force and effect when it receives approval from the Minister of Transportation and receives third reading and is signed in accordance with the *Municipal Government Act*.

PUBLIC HEARING HELD this \_\_\_\_\_ day of \_\_\_\_\_, 20XX

READ A FIRST TIME IN COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 20XX

APPROVED BY ALBERTA TRANSPORTATION:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MINISTER OF TRANSPORTATION

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

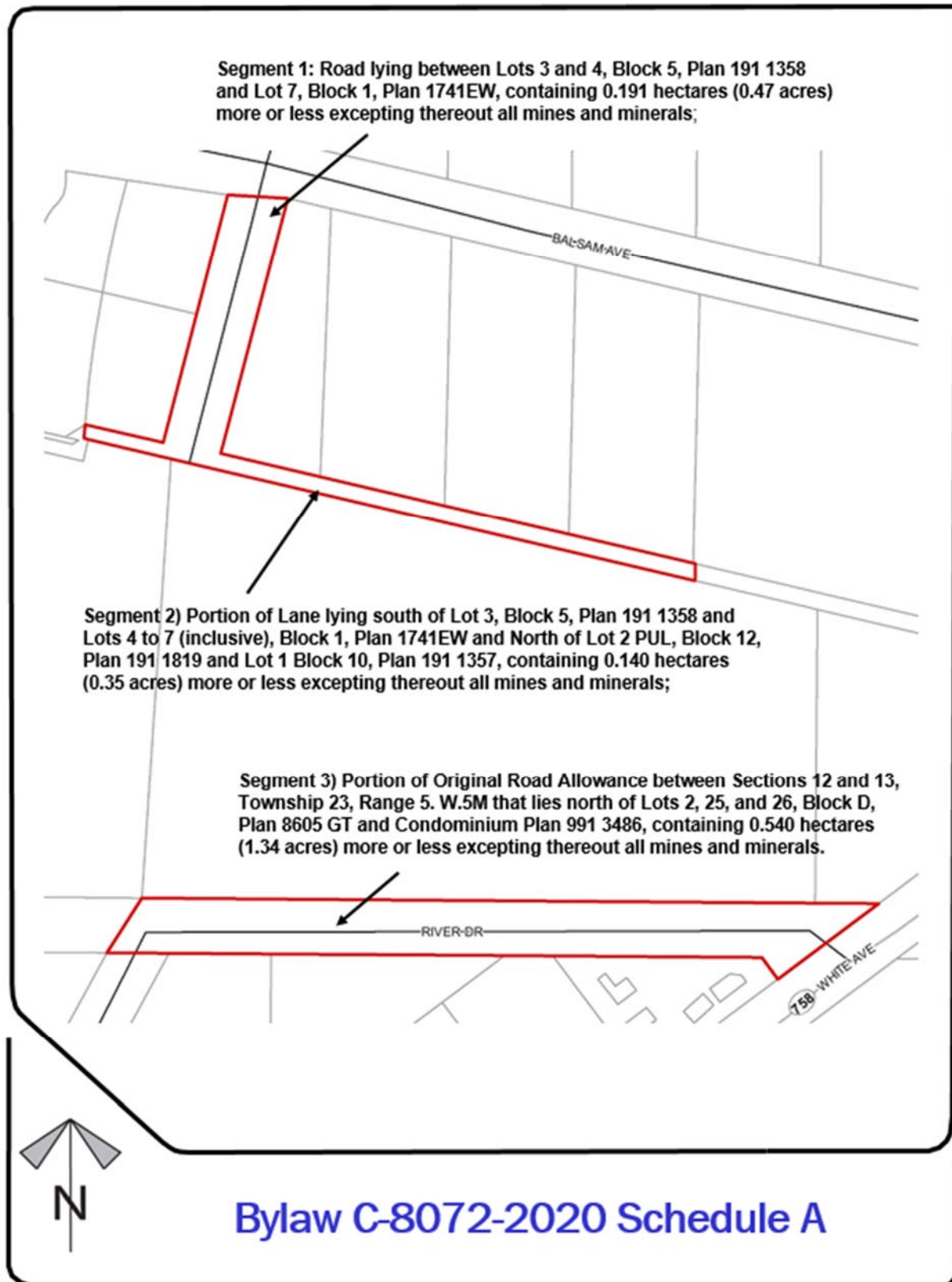
READ A THIRD TIME IN COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 20XX

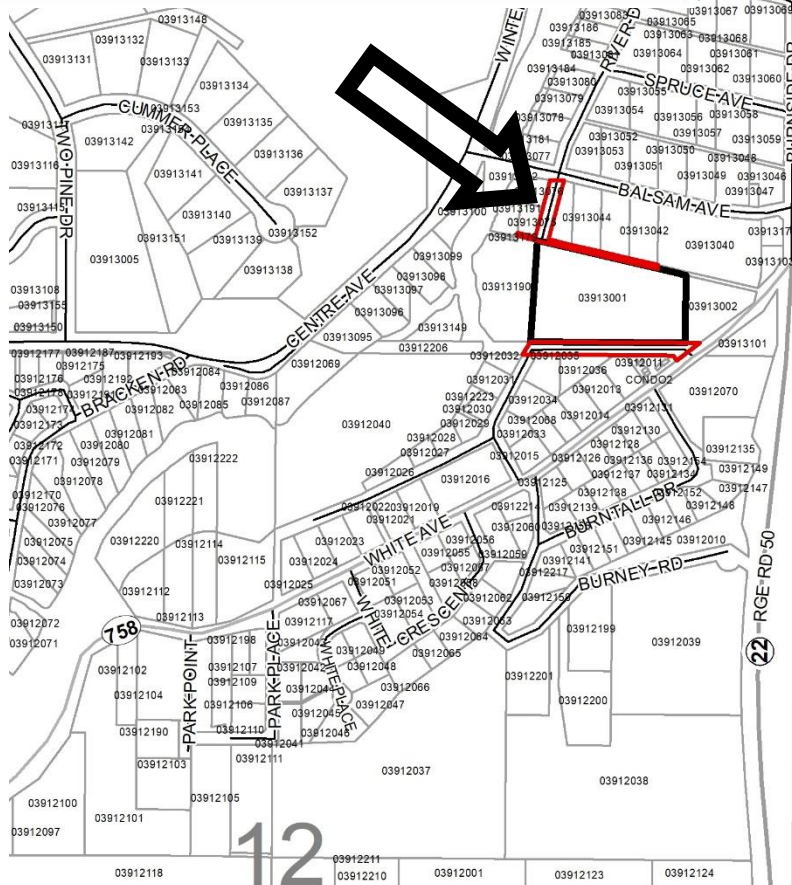
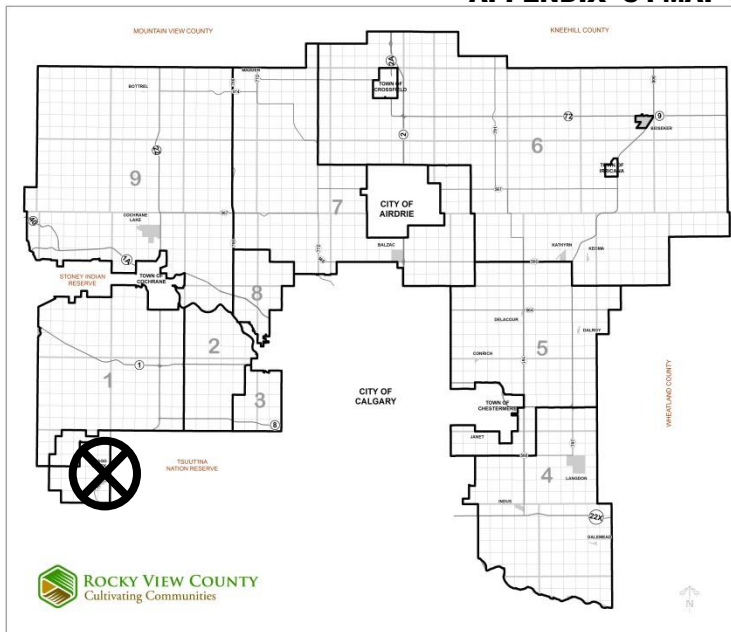
\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Chief Administrative Officer or Designate

\_\_\_\_\_  
Date Bylaw Signed

## SCHEDULE 'A'





TSUUT'INA NATION RESERVE

LOCATION PLAN

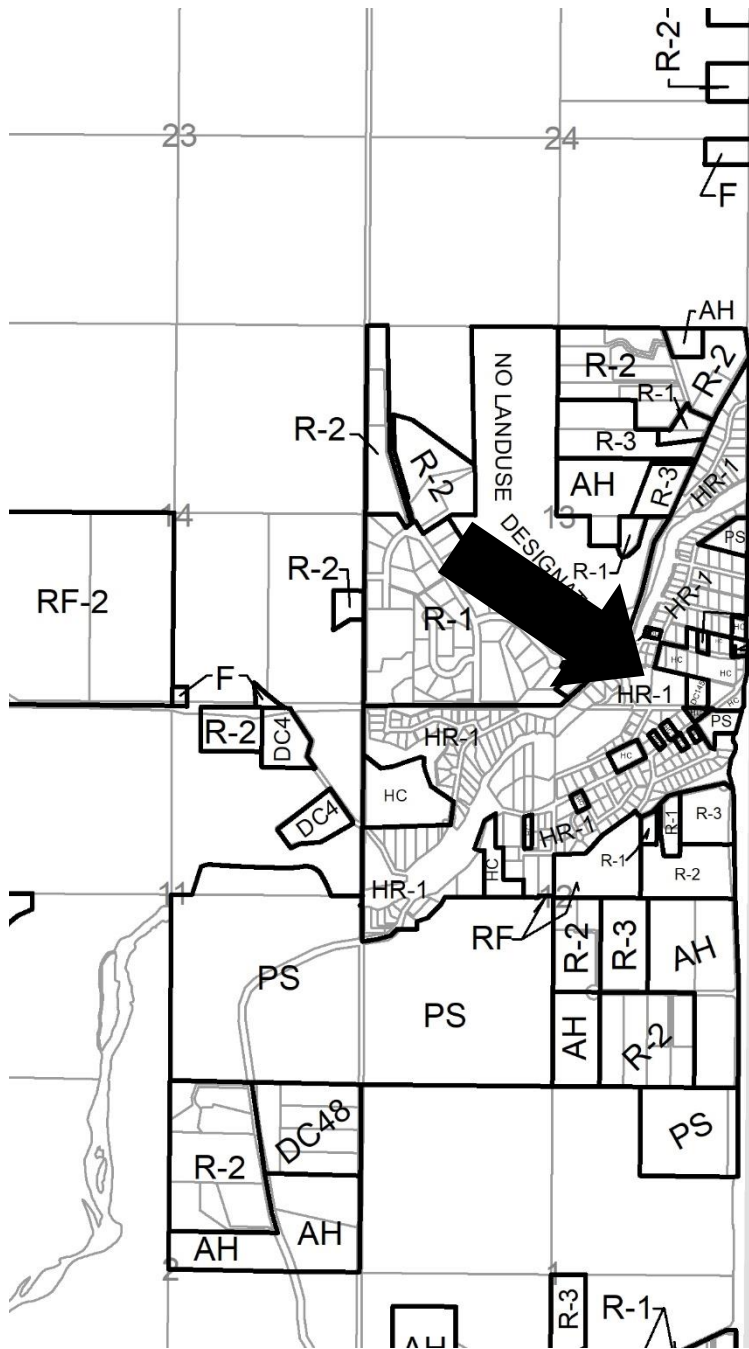
SE-13-23-05-W05M

Lot:1 Block:10 Plan:1911357

Date: April 30, 2020

Application: PL20200054

File: PL20200054



TSUUT'INA NATION RESERVE

RF2	Ranch and Farm Two	B-1	Highway Business
RF3	Ranch and Farm Three	B-2	General Business
AH	Agricultural Holding	B-3	Limited Business
F	Farmstead	B-4	Recreation Business
R-1	Residential One	B-5	Agricultural Business
R-2	Residential Two	B-6	Local Business
R-3	Residential Three	NRI	Natural Resource Industrial
DC	Direct Control	HR-1	Hamlet Residential Single Family
PS	Public Service	HR-2	Hamlet Residential (2)
		HC	Hamlet Commercial
		AP	Airport

## LAND USE MAP

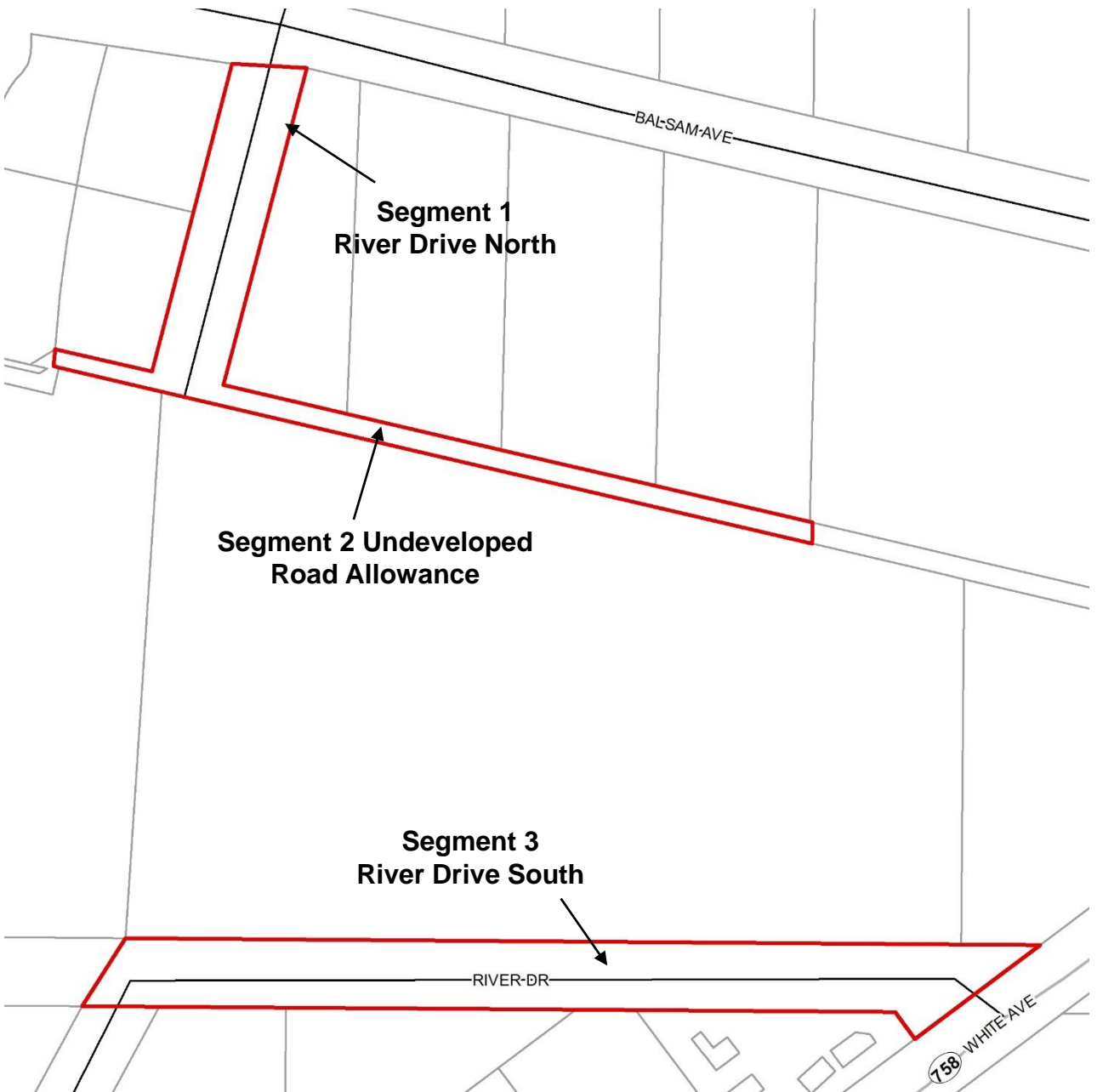
SE-13-23-05-W05M

Lot:1 Block:10 Plan:1911357

Date: April 30, 2020Application: PL20200054File: PL20200054

Page 234 of 502

**Road Closure Proposal:** To close for consolidation purposes, three (3) segments of Road Allowance and Lane located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 191 1357. The purpose of this application is to integrate the Road and undeveloped Lane for a future comprehensive development plan.



## ROAD CLOSURE PROPOSAL

SE-13-23-05-W05M

Lot:1 Block:10 Plan:1911357

Date: April 30, 2020

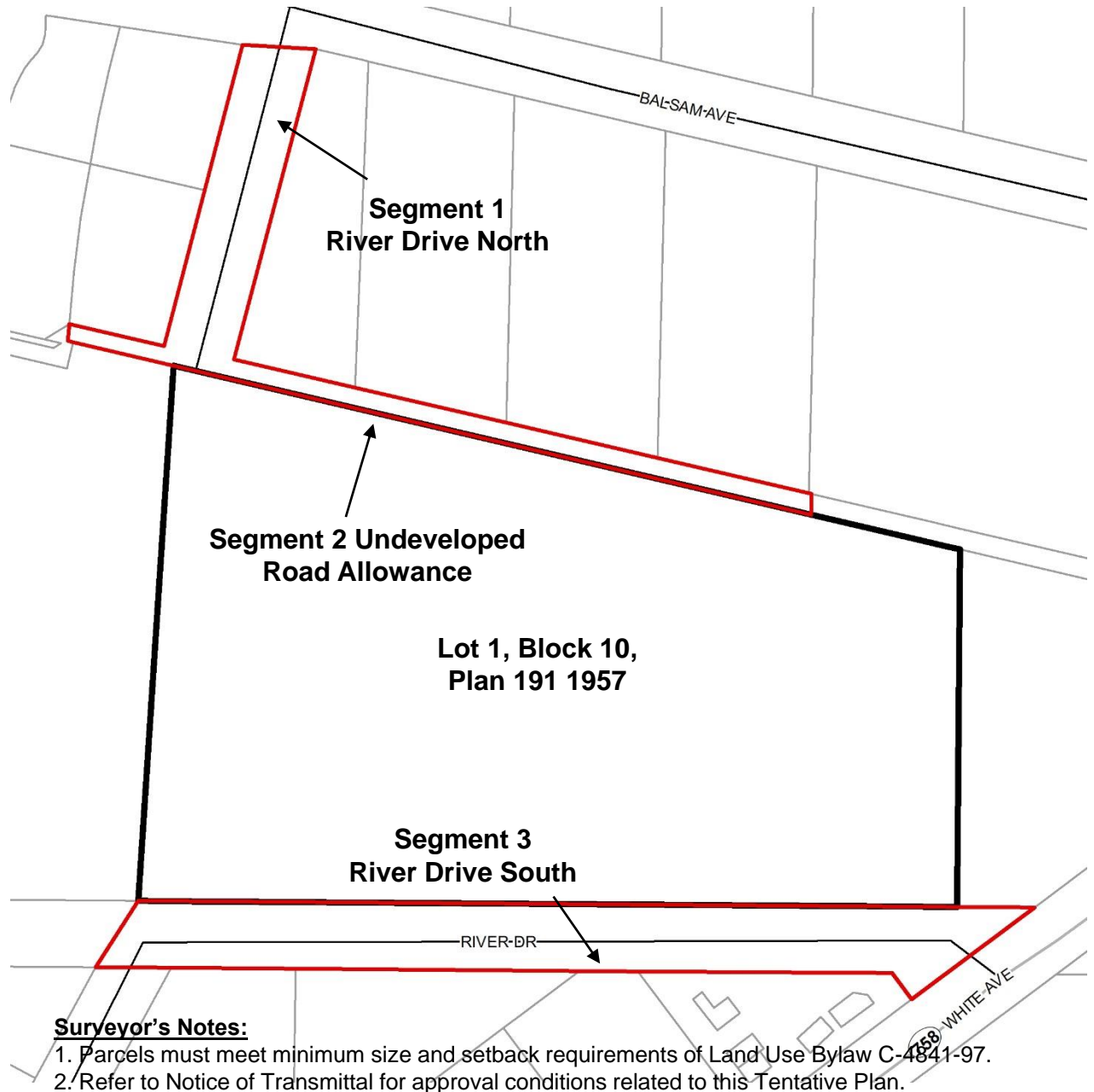
Application: PL20200054

File: PL20200054

Page 235 of 502



**Road Closure Proposal:** To close for consolidation purposes, three (3) segments of River Drive, located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 191 1357. The purpose of this application is to integrate the Road and undeveloped Lane for a future comprehensive development plan.



## TENTATIVE PLAN BEFORE CONSOLIDATION

SE-13-23-05-W05M

Lot:1 Block:10 Plan:1911357

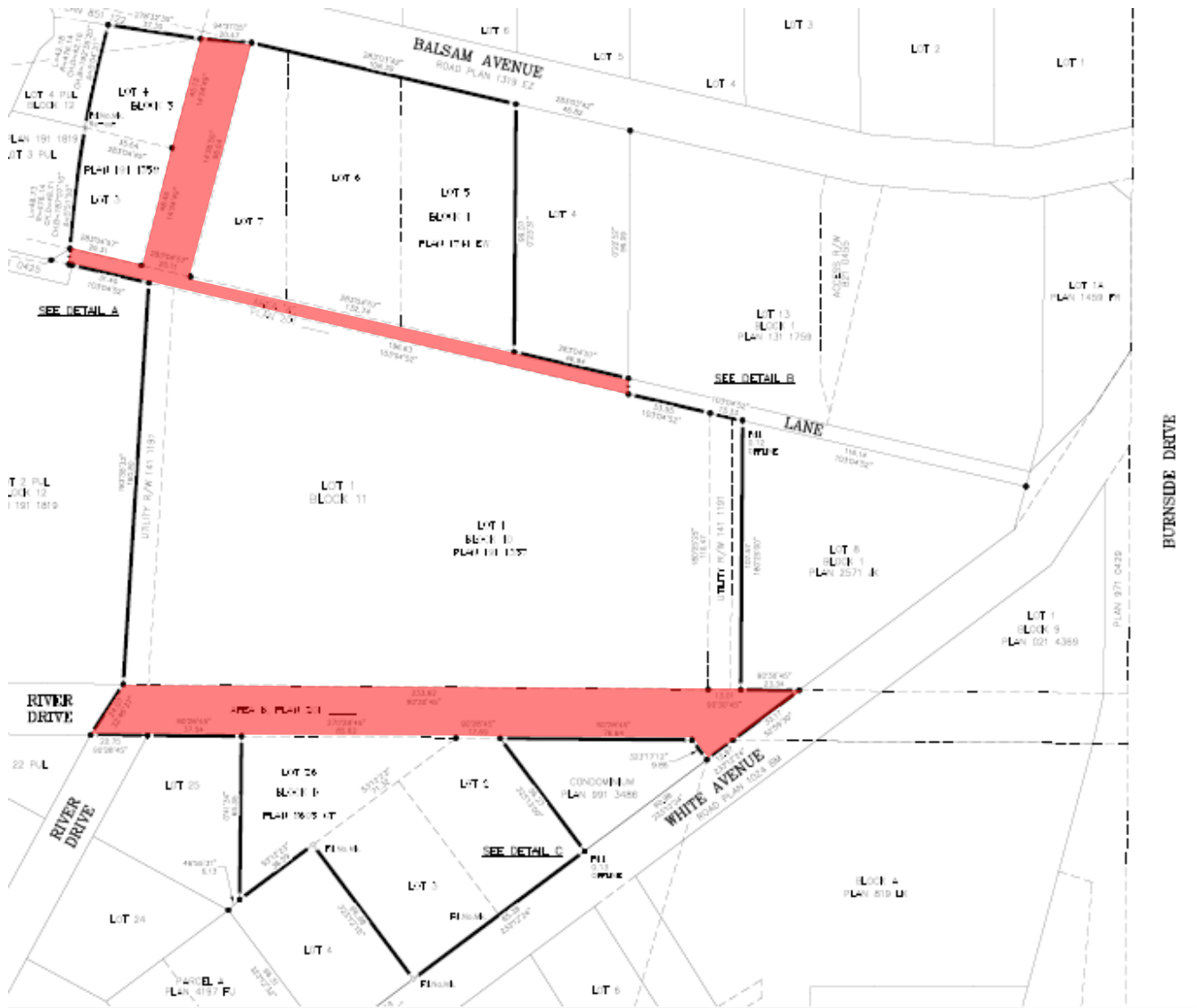
Date: April 30, 2020

Application: PL20200054

File: PL20200054

Page 236 of 502

**Future Consolidation affecting:** Lots 5,6 & 7, Block 1, Plan 1741 EW; Lot 1, Block 10, Plan 191 1357; Lots 3 & 4, Block 5, Plan 191 1358; Lots 2, 3, & 26, Block D, Plan 8605 GT; and Proposed Road Closures adjacent to the North and South sides of Lot 1, Block 10, Plan 191 1357.



**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 AFTER CONSOLIDATION

SE-13-23-05-W05M

Lot:1 Block:10 Plan:1911357

Date: April 30, 2020

Application: PL20200054

File: PL20200054



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:10 Plan:1911357

Date: April 30, 2020

Application: PL20200054

File: PL20200054







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



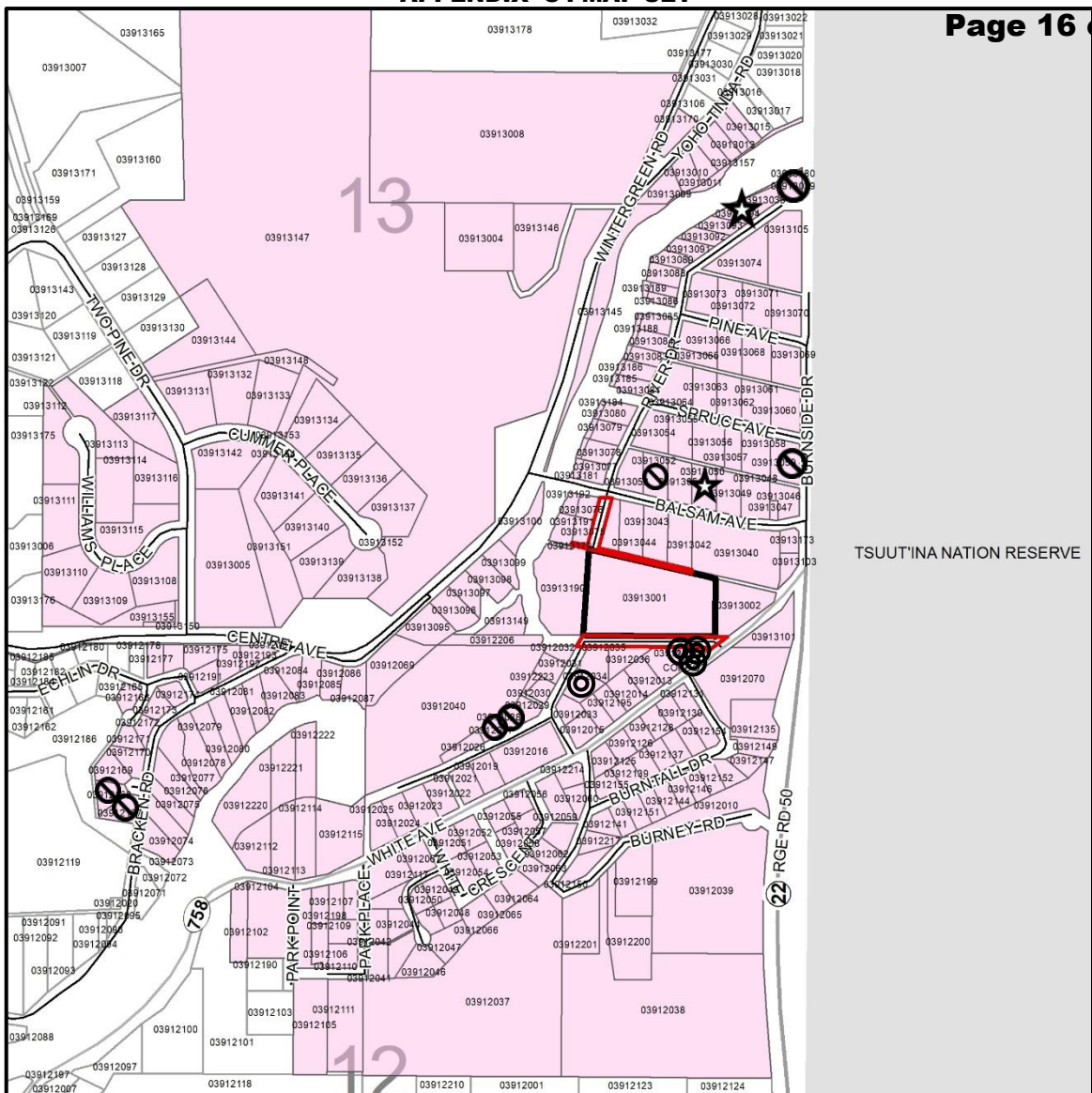
SE-13-23-05-W05M  
Lot:1 Block:10 Plan:1911357

Date: April 30, 2020

Application: PL20200054

File: PL20200054





- ★ Letters in Support
- ⊘ Letters in Opposition
- ⊙ Letters neither in support/opposition

## Legend



Circulation Area

Subject Lands

## LANDOWNER CIRCULATION AREA

SE-13-23-05-W05M

Lot:1 Block:10 Plan:1911357

Date: April 30, 2020

Application: PL20200054

File: PL20200054





ROCKY VIEW COUNTY



262075 Rocky View Point  
Rocky View County, AB, T4A 0X2

403-230-1401  
questions@rockyview.ca  
www.rockyview.ca

ROAD ALLOWANCE RESPONSE FORM

**FILE NUMBER:** PL20200054

**DESCRIPTION:** To close for consolidation purposes, three (3) segments of Road Allowance and Lane located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 1911357. The purpose of this application is to integrate the Roads and undeveloped Lane for a future comprehensive development plan.

**GENERAL LOCATION:** Located in the Hamlet of Bragg Creek

**APPLICANT:** RJK Developments Ltd.

**OWNER:** The Crown in right of Alberta

**GROSS AREA:** 2.15 acres, to be confirmed by plan of survey

I, DONNA E. SCHULER, the owner of

Lot 24, Block D, Plan 8605 GT and/or

Qtr. N.E., Sec. 12, Twp. 23, Rge. 05, W 5 M

Support

or

Oppose

this proposed road closure for consolidation purposes.

Comments: *I am undecided at this time and have some concerns on this road closure that R.T. Koetsier is applying for from Rocky View County. From my understanding from Rocky View County I am not sure why this road has to be closed right to the River if I have understood this correctly. Will there still be access to walk over to the River if we wish too. As residents living there full time and week-end cabin residents will that privilege be taken away from us? Also concerned if this closure could affect the sale of my property not having a full road access say there could be a fire break out and not at least two roads for access out of there. Also should this proposal change in the near future and affect my property or entrance to my property I will not support these changes. I have seen the plans for this Big Development but nothing has been built yet to warrant a Road closure on River Dr. South. I feel there should be a lot of consideration taken in the decision of a road closure for all concerned in Bragg Creek.*

*Donna E. Schuler*

Signature

*June 15, 2020.*

Date

I just attached what I wrote on a piece of paper  
my writing might be hard to read.

I am undecided at this time and have  
some concerns on the road closure that R. J.  
Koetsier is applying for from Rocky View  
County. From my understanding from Rocky View  
this road has to be closed right to the  
River if I have understood this correctly. Will  
there still be access to walk over to the River  
if we wish too. As residents living there full  
time and week end-cabin residents will that  
privilege be taken away from us? Also concerned  
if this closure could effect the sale of my  
property not having a full road access say  
there could be a fire break out and not at  
least two roads for access out of there. Also  
should this proposal change in the near future  
and effect my property or entrance to my  
property I will not support these changes. I have  
seen the plans for this Big Development but  
nothing has been built yet to warrant a road  
closure on River Drive South. I feel there  
should be a lot of consideration taken in this  
decision of a road closure for all concerned in Bragg Creek.

Donna E Schuler

June 15, 2020.





# ROCKY VIEW COUNTY

262075 Rocky View Point  
Rocky View County, AB, T4A 0X2

403-230-1401  
questions@rockyview.ca  
www.rockyview.ca

## ROAD ALLOWANCE RESPONSE FORM

**FILE NUMBER:** PL20200054

**DESCRIPTION:** To close for consolidation purposes, three (3) segments of Road Allowance and Lane located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 1911357. The purpose of this application is to integrate the Roads and undeveloped Lane for a future comprehensive development plan.

**GENERAL LOCATION:** Located in the Hamlet of Bragg Creek

**APPLICANT:** RJK Developments Ltd.

**OWNER:** The Crown in right of Alberta

**GROSS AREA:** 2.15 acres, to be confirmed by plan of survey

I, Darren Scarborough, the owner of

Lot Unit 2 Block 2, Plan 9913486 and/or

Qtr. NE, Sec. 12, Twp. 23, Rge. 05, W05M

Support

or

Oppose

this proposed road closure for consolidation purposes.

Comments:

I neither support or oppose this proposed road closure at this time.

I as a owner of the front porch square Condo unit, who would be directed effected

by this am working with the developer to come agreement

which would be beneficial for all parties . Thank you.

Darren Scarborough

June 16, 2020

Signature

Date





# ROCKY VIEW COUNTY

262075 Rocky View Point  
Rocky View County, AB, T4A 0X2

403-230-1401  
questions@rockyview.ca  
www.rockyview.ca

## ROAD ALLOWANCE RESPONSE FORM

**FILE NUMBER:** PL20200054

**DESCRIPTION:** To close for consolidation purposes, three (3) segments of Road Allowance and Lane located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 1911357. The purpose of this application is to integrate the Roads and undeveloped Lane for a future comprehensive development plan.

**GENERAL LOCATION:** Located in the Hamlet of Bragg Creek

**APPLICANT:** RJK Developments Ltd.

**OWNER:** The Crown in right of Alberta

**GROSS AREA:** 2.15 acres, to be confirmed by plan of survey

I, Ben Plumer, the owner of

Lot NE, Block 10, Plan 1911357 and/or

Qtr. NE, Sec. 23, Twp. 23, Rge. 12, W 5 M

NE 12 23 S W 5

Support

or

Condominium Plan 9913486, Unit 4  
and 1547 undivided one ten-thousandth  
interest

(3 River Drive S, Bragg Creek)

Oppose

this proposed road closure for consolidation purposes.

Comments:

I support on the conditions of the draft agreement attached. I have a verbal agreement with the other condo owners and with Richard Koetsier. Provided it can be finalized and signed I would not oppose.

[Signature]

Signature

June 16/2020

Date

**Development Agreement: [Draft]**

The following agreement is entered into between

**Benjamin Plumer, Ross Brown, Lisa Johnston, Darren Scarborough, and Ron Peiluck** (the “Condo Owners”)

and

**Richard Koetsier and RJK Developments Ltd.** (the “Developer”)

regarding the development of the parking lot attached Units 1-15 River Drive South, Bragg Creek AB, also known as Front Porch Square (the “parking lot”), pursuant to the Rocky View County Notice of Application PL20200054 dated May 27, 2020 (the “Notice”) and the Bragg Creek Hamlet Core Master Plan dated June 5, 2020 (the “Master Plan”) (together, the “Applications”) (see as Appendix 1 & 2).

**Recitals:**

WHEREAS the Developer has proposed to close sections of River Drive South for the purpose of developing Lot 1, Block 10, Plan 1911357 as described in the Notice; and

WHEREAS the Developer has created a Master Plan detailing the design of the proposed parking lot and proposed future roadway;

the Condo Owners and Developer agree as follows.

**Terms and Conditions:**

1.1 The Condo Owners of Front Porch Square shall support the above referenced Applications of the Developer subject to the following conditions:

- a) The Developer shall ensure that at all times, the Condo Owners and their patrons have free and unimpeded access to Front Porch Square. More specifically, there shall at all times be an open road connecting Front Porch Square to either River Drive South or the proposed road that will connect to White Avenue.
- b) The Developer shall grant a right-of-way across the proposed road and parking lot to all employees, owners, and patrons of Front Porch Square. This easement shall be registered on title.
- c) The Developer shall adjoin the existing parking lot in front of Front Porch Square to the proposed parking lot as shown in the Master Plan.
- d) The Developer undertakes all costs associated with improving the existing parking lot of Front Porch Square in combining it with the proposed parking lot. The existing parking lot shall be made uniform with the proposed parking lot, which includes but is not limited to:
  - i. Ensuring proper drainage and sloping of the parking lot; and
  - ii. Resurfacing the existing parking lot to match the proposed lot.
- e) Upon completion of the proposed parking lot, the Condo Owners shall be guaranteed 30 parking spots reserved for employees and patrons of Front Porch Square.



- f) Upon completion of the proposed parking lot, operating costs shall be paid proportionately, based on the number of stalls designated to each of the Condo Owners and Developer.
- g) The Developer shall grant a right of first refusal to the Condo Owners to purchase the lot before offering to sell or otherwise dispose of the lot to any other party.
- h) The Developer shall obtain the consent of the Condo Owners before altering or redrafting the Master Plan insofar as the changes to the Master Plan impact the existing or proposed parking lot, River Drive South, or the new proposed roadway.

1.2 This Development Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Benjamin Plumer

\_\_\_\_\_  
Ross Brown

\_\_\_\_\_  
Lisa Johnston

\_\_\_\_\_  
Darren Scarborough

\_\_\_\_\_  
Ron Peiluck

\_\_\_\_\_  
Richard Koetsier

262075 Rocky View Point  
Rocky View County, AB, T4A 0X2

403-230-1401  
questions@rockyview.ca  
www.rockyview.ca



# ROCKY VIEW COUNTY

Wednesday, May 27, 2020

Ben Plumer CPA Professional Co  
168 Signal Hill Circle SW  
Calgary, AB T3H 2H9

## TO THE LANDOWNER

**RE: To close for consolidation purposes, three (3) segments of Road Allowance and Lane located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 1911357. The purpose of this application is to integrate the Roads and undeveloped Lane for a future comprehensive development plan.**

TAKE NOTICE that an application for a Road Closure and Consolidation has been received by Engineering Services within Rocky View County. In accordance with Section 22 of the Municipal Government Act, as amended, and as your property is adjacent to, or in the immediate vicinity of the road subject to the application, we are notifying you and requesting your comments and/or concerns. In order that we may apply for ministerial consent to proceed with this resolution, the deadline for your response is **6/17/2020 12:00:00 AM. For your convenience, a standard response form is included for your use. There is a map of the proposal included with this notice. The following information is provided regarding this application:**

**Application Number:** PL20200054

**Division 1**

**Proposal:** To close for consolidation purposes, three (3) segments of Road Allowance and Lane located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 1911357. The purpose of this application is to integrate the Roads and undeveloped Lane for a future comprehensive development plan.

**Location:** Located in the Hamlet of Bragg Creek

**Applicant(s):** RJK Developments Ltd.

**Owner(s):** Richard Koetsier

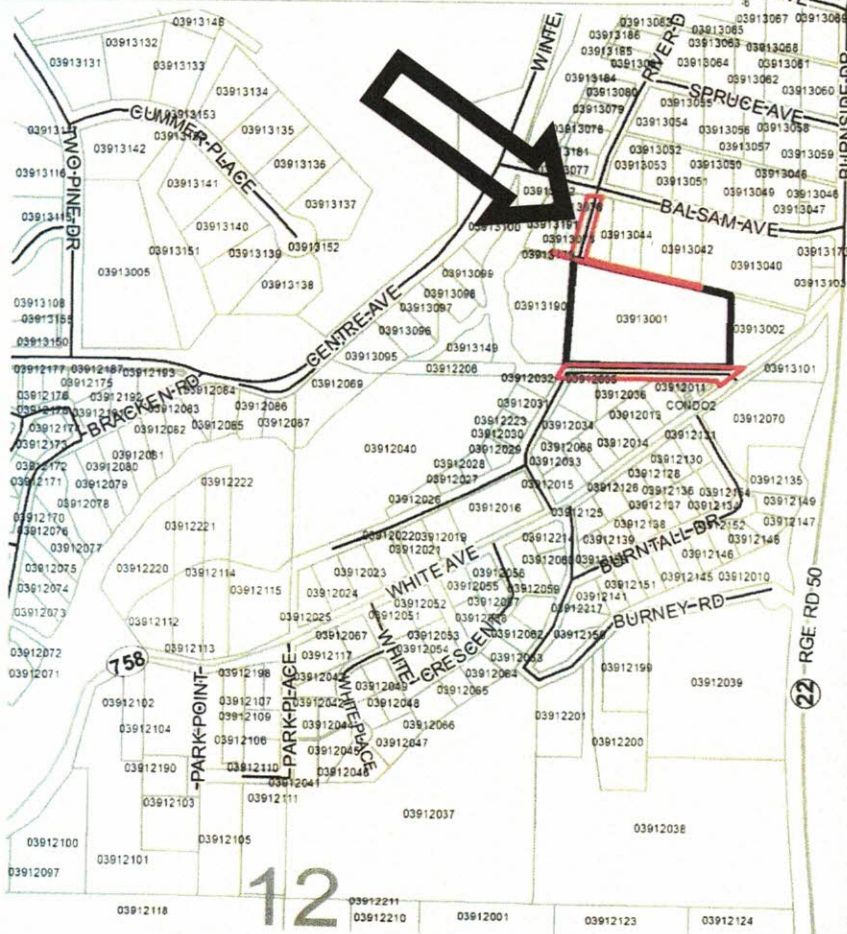
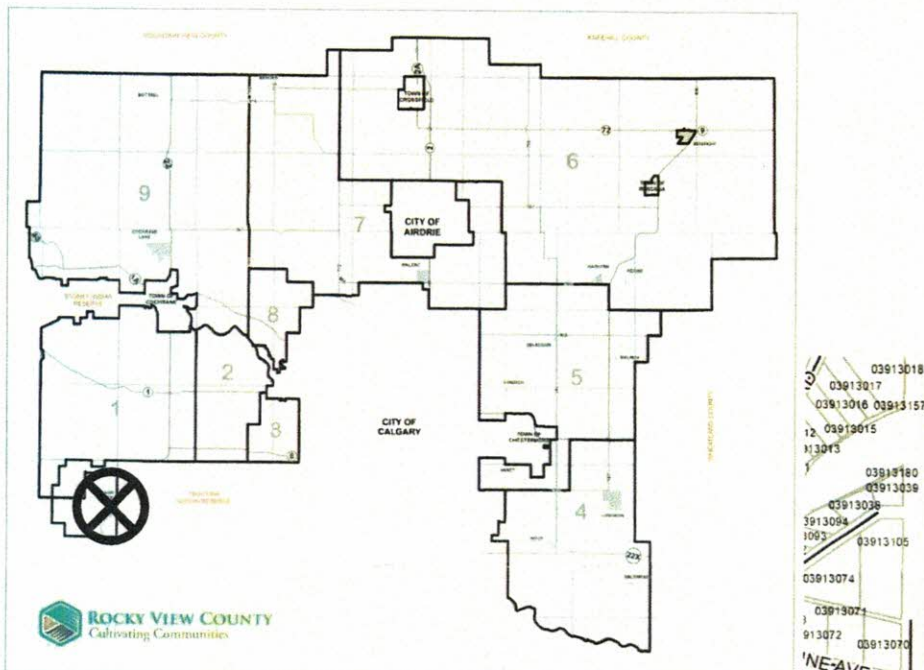
**Gross Area:** 2.15 acres (to be confirmed at time of Survey)

**Please be advised that any response to this letter may become a matter of Public Record at a future Council Meeting and may be forwarded to the Applicant prior to the Council Meeting for their consideration. Your response is considered your consent to the distribution of your response.**

Thank you for your attention to this matter. If you have any questions do not hesitate to call **Bianca Duncan** at Phone: **(403) 520-3903**. Please reply to the attention of **Engineering Services**, Rocky View County, 262075 Rocky View Point, Rocky View County, AB, T4A 0X2, by fax to 403.277.5977, or by e-mail to **bduncan@rockyview.ca**.

Bianca Duncan  
Phone: (403) 520-3903  
Fax: (403) 277-5977  
bduncan@rockyview.ca  
**Engineering Services**





TSUUT'INA NATION RESERVE

LOCATION PLAN

SE-13-23-05-W05M  
 Lot:1 Block:10 Plan:1911357

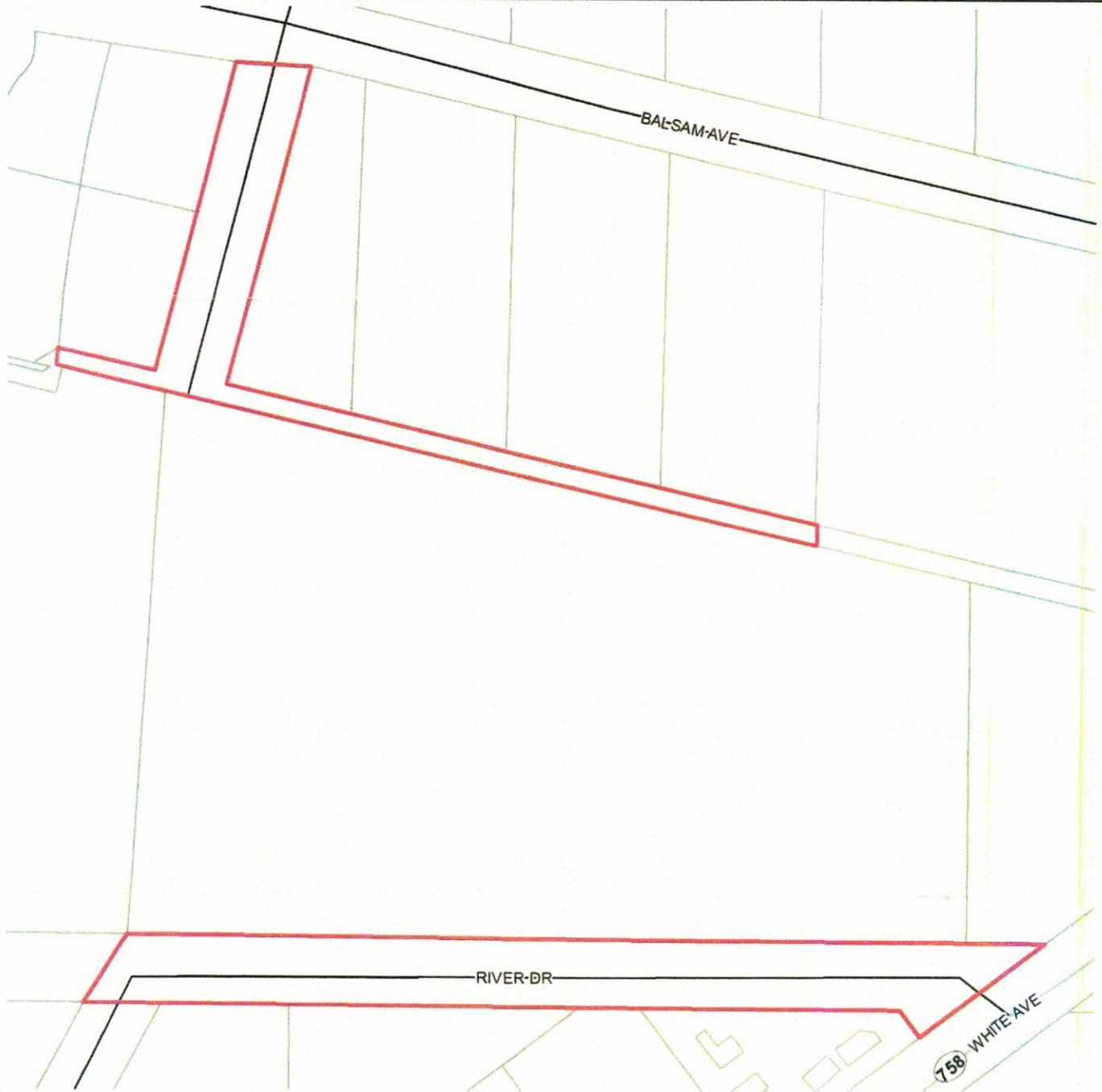
Date: April 30, 2020

Division # 1

File: PL20200054

Page 248 of 593

**Road Closure Proposal:** To close for consolidation purposes, three (3) segments of Road Allowance and Lane located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 191 1357. The purpose of this application is to integrate the Road and undeveloped Lane for a future comprehensive development plan.



## ROAD CLOSURE PROPOSAL

SE-13-23-05-W05M

Lot:1 Block:10 Plan:1911357

Date: April 30, 2020

Division # 1

File: PL20200054



**Road Closure Proposal:** To close for consolidation purposes, three (3) segments of Road Allowance and Lane located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 191 1357. The purpose of this application is to integrate the Road and undeveloped Lane for a future comprehensive development plan.



**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 BEFORE  
CONSOLIDATION**

SE-13-23-05-W05M  
Lot:1 Block:10 Plan:1911357

Date: April 30, 2020

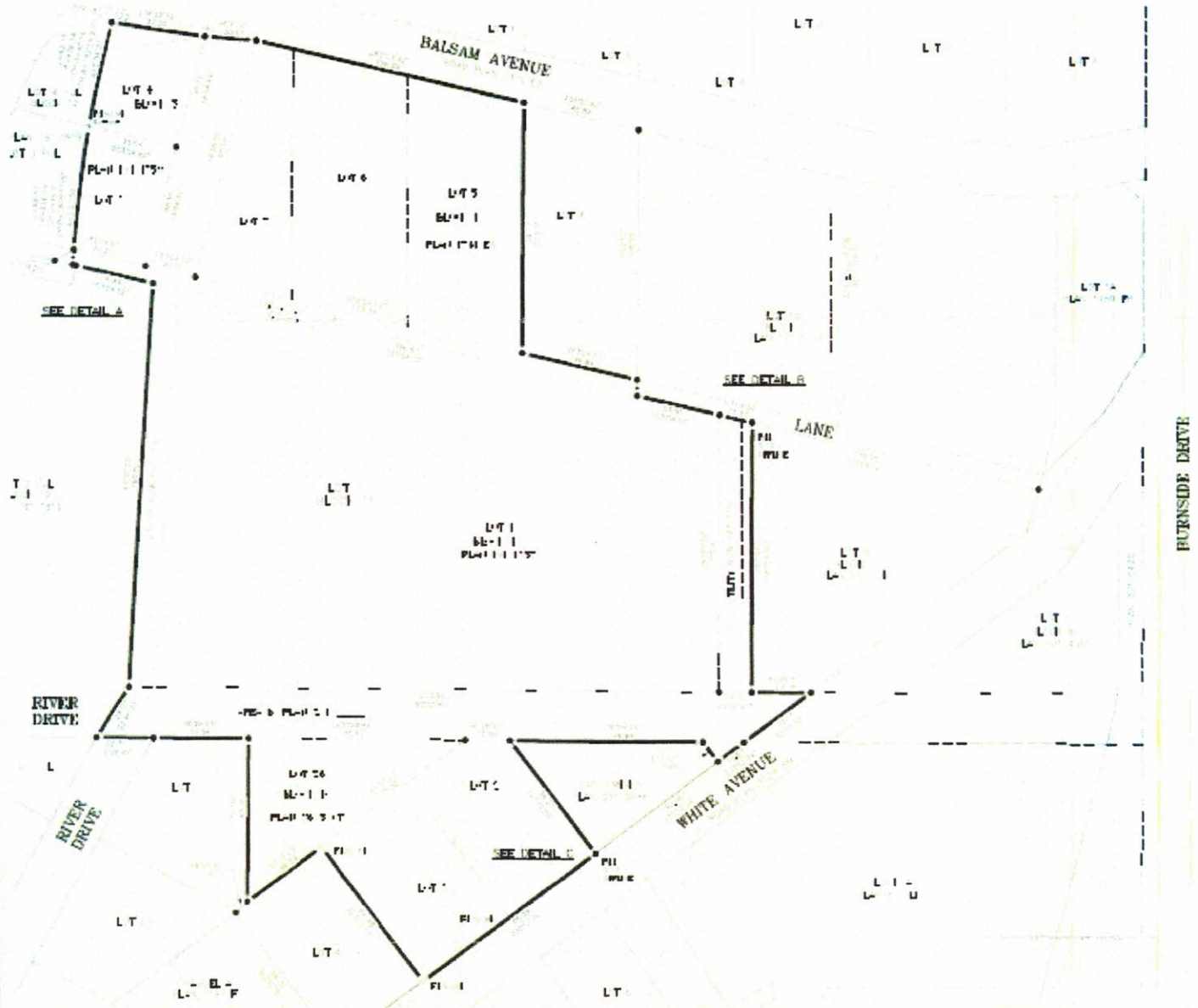
Division # 1

File: PL20200054

Page 250 of 593



**Future Consolidation affecting:** Lots 5, 6 & 7, Block 1, Plan 1741 EW; Lot 1, Block 10, Plan 191 1357; Lots 3 & 4, Block 5, Plan 191 1358; Lots 2, 3, & 26, Block D, Plan 8605 GT; and Proposed Road Closures adjacent to the North and South sides of Lot 1, Block 10, Plan 191 1357.



**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 AFTER CONSOLIDATION



SE-13-23-05-W05M

Lot:1 Block:10 Plan:1911357

Date: April 30, 2020

Division # 1

File: PL20200054

Appendix F

APPENDIX 'D': LANDOWNER COMMENTS







# ROCKY VIEW COUNTY

262075 Rocky View Point  
Rocky View County, AB, T4A 0X2

403-230-1401  
questions@rockyview.ca  
www.rockyview.ca

## ROAD ALLOWANCE RESPONSE FORM

**FILE NUMBER:** PL20200054

**DESCRIPTION:** To close for consolidation purposes, three (3) segments of Road Allowance and Lane located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 1911357. The purpose of this application is to integrate the Roads and undeveloped Lane for a future comprehensive development plan.

**GENERAL LOCATION:** Located in the Hamlet of Bragg Creek

**APPLICANT:** RJK Developments Ltd.

**OWNER:** The Crown in right of Alberta

**GROSS AREA:** 2.15 acres, to be confirmed by plan of survey

I, \_\_\_\_\_, the owner of

Lot \_\_\_\_\_, Block \_\_\_\_\_, Plan \_\_\_\_\_ and/or

Qtr. \_\_\_\_\_, Sec. \_\_\_\_\_, Twp. \_\_\_\_\_, Rge. \_\_\_\_\_, W\_\_ M

Support

or

Oppose

this proposed road closure for consolidation purposes.

Comments:

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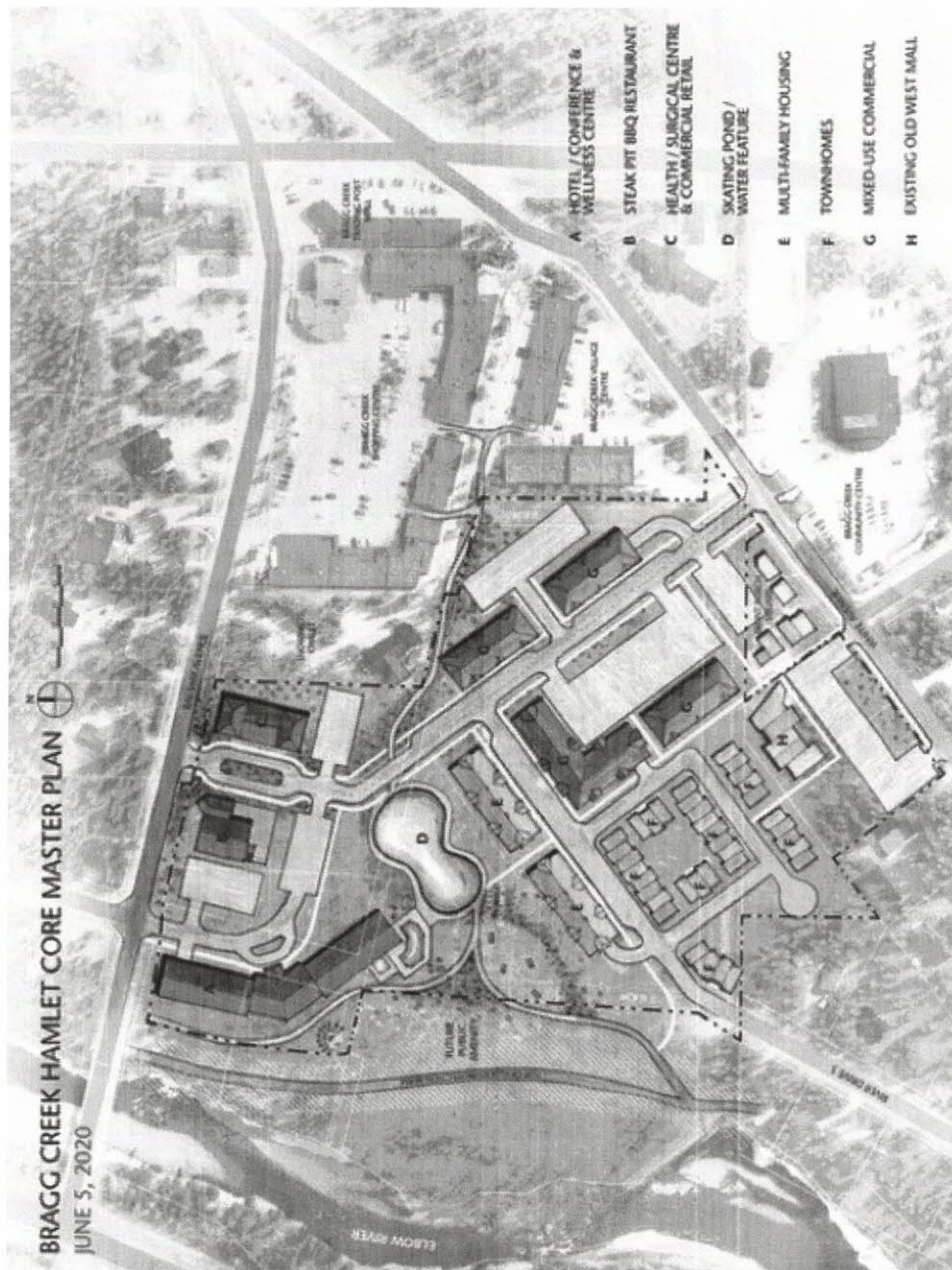
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Signature

Date





# ROCKY VIEW COUNTY

262075 Rocky View Point  
Rocky View County, AB, T4A 0X2

403-230-1401  
questions@rockyview.ca  
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## ROAD ALLOWANCE RESPONSE FORM

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**GENERAL LOCATION:** Located in the Hamlet of Bragg Creek

**APPLICANT:** RJK Developments Ltd.

**OWNER:** The Crown in right of Alberta

**GROSS AREA:** 2.15 acres, to be confirmed by plan of survey

1649125 Alberta Ltd  
I, Ross Brown, the owner of

Lot <sup>UNIT</sup> 5, Block       , Plan 9913486 and/or

Qtr. NE, Sec. ~~22~~ 12, Twp. ~~22~~ 23, Rge. ~~05~~ 05, W 5 M

Support

or

Oppose

this proposed road closure for consolidation purposes.

Comments:

Attached is a draft agreement between Ross Brown et al  
RJK Developments regarding access to existing  
businesses and other issues. Once this has been  
executed by all parties, we (I) will not oppose  
this development

R Brown  
Signature

June 14, 2020  
Date

9:30 pm.



**Development Agreement: [Draft]**

The following agreement is entered into between

**Benjamin Plumer, Ross Brown, Lisa Johnston, Darren Scarborough, and Ron Peiluck** (the "Condo Owners")

and

**Richard Koetsier and RJK Developments Ltd.** (the "Developer")

regarding the development of the parking lot attached Units 1-15 River Drive South, Bragg Creek AB, also known as Front Porch Square (the "parking lot"), pursuant to the Rocky View County Notice of Application PL20200054 dated May 27, 2020 (the "Notice") and the Bragg Creek Hamlet Core Master Plan dated June 5, 2020 (the "Master Plan") (together, the "Applications") (see as Appendix 1 & 2).

**Recitals:**

WHEREAS the Developer has proposed to close sections of River Drive South for the purpose of developing Lot 1, Block 10, Plan 1911357 as described in the Notice; and

WHEREAS the Developer has created a Master Plan detailing the design of the proposed parking lot and proposed future roadway;

the Condo Owners and Developer agree as follows.

**Terms and Conditions:**

1.1 The Condo Owners of Front Porch Square shall support the above referenced Applications of the Developer subject to the following conditions:

- a) The Developer shall ensure that at all times, the Condo Owners and their patrons have free and unimpeded access to Front Porch Square. More specifically, there shall at all times be an open road connecting Front Porch Square to either River Drive South or the proposed road that will connect to White Avenue.
- b) The Developer shall grant a right-of-way across the proposed road and parking lot to all employees, owners, and patrons of Front Porch Square. This easement shall be registered on title.
- c) The Developer shall adjoin the existing parking lot in front of Front Porch Square to the proposed parking lot as shown in the Master Plan.
- d) The Developer undertakes all costs associated with improving the existing parking lot of Front Porch Square in combining it with the proposed parking lot. The existing parking lot shall be made uniform with the proposed parking lot, which includes but is not limited to:
  - i. Ensuring proper drainage and sloping of the parking lot; and
  - ii. Resurfacing the existing parking lot to match the proposed lot.
- e) Upon completion of the proposed parking lot, the Condo Owners shall be guaranteed 30 parking spots reserved for employees and patrons of Front Porch Square.

- f) Upon completion of the proposed parking lot, operating costs shall be paid proportionately, based on the number of stalls designated to each of the Condo Owners and Developer.
- g) The Developer shall grant a right of first refusal to the Condo Owners to purchase the lot before offering to sell or otherwise dispose of the lot to any other party.
- h) The Developer shall obtain the consent of the Condo Owners before altering or redrafting the Master Plan insofar as the changes to the Master Plan impact the existing or proposed parking lot, River Drive South, or the new proposed roadway.

1.2 This Development Agreement is entered into this 12 day of January, 2020.

\_\_\_\_\_  
Benjamin Plumer

\_\_\_\_\_  
Ross Brown

\_\_\_\_\_  
Lisa Johnston

\_\_\_\_\_  
Darren Scarborough

\_\_\_\_\_  
Ron Peiluck

\_\_\_\_\_  
Richard Koetsier



ROCKY VIEW COUNTY

262075 Rocky View Point  
Rocky View County, AB, T4A 0X2403-230-1401  
questions@rockyview.ca  
www.rockyview.caROAD ALLOWANCE RESPONSE FORM

FILE NUMBER: PL20200054

DESCRIPTION: To close for consolidation purposes, three (3) segments of Road Allowance and Lane located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 1911357. The purpose of this application is to integrate the Roads and undeveloped Lane for a future comprehensive development plan.

GENERAL LOCATION: Located in the Hamlet of Bragg Creek

APPLICANT: RJK Developments Ltd.

OWNER: The Crown in right of Alberta

GROSS AREA: 2.15 acres, to be confirmed by plan of survey

I, Janet David, the owner ofLot 17, Block D, Plan 8605GT and/orQtr. NE, Sec. 12, Twp. 23, Rge. 5, W 5 M

Support

or

Oppose

this proposed road closure for consolidation purposes.

Comments:

PLEASE SEE PAGE 2

Signature

Date



of 2

I oppose the closure of the **River Drive South** portion of road for the following reasons:

1. River Drive South is the **only major access road** for the residents of River Drive South. Harwood and **the lane** south of Harwood would then be the only access roads for River Drive South. Both Harwood and the lane to the south are **much smaller roads** and **frequently not plowed** in the winter. Additionally, Harwood has an upward slope when exiting onto White Ave. There is **poor visibility**, forcing you to pull out into traffic before you have a clear view to turn. **Emergency vehicles** also need a good access road. The residents of River Drive South deserve to keep the major access of the portion of River Drive South that is in question. The other two accesses are not acceptable.
2. River Drive South **allows residents of this street to walk into town on a quiet back road**, rather than being forced to use White Ave. This is the **preferred less-busy route**, especially for residents with children and dogs.
3. The developer indeed has a **future very comprehensive plan**. From information he has provided to residents to date, this would involve rezoning the whole section of land indicated on the map, plus rezoning the entire block bounded by River Drive South, White Ave. and Harwood. To accomplish this, he may also have to acquire another property (ies). **All of this land is HR-1** with the exception of the existing commercial properties. His own initial description of his plan would violate existing development bylaws. **Future also should be defined BEFORE** any thought of road closure is considered, as this developer has not carried through with plans in the hamlet previous to this. I think applying to close River Drive South first before comprehensive plan approval is putting the cart before the horse.

In summary, I don't think that River Drive South, a major access road, should be closed to allow a developer to carry out his extremely comprehensive plan, yet to be defined.

David June 15/20



ROCKY VIEW COUNTY

262075 Rocky View Point  
Rocky View County, AB, T4A 0X2403-230-1401  
questions@rockyview.ca  
www.rockyview.ca

of 2

ROAD ALLOWANCE RESPONSE FORM

FILE NUMBER: PL20200054

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GENERAL LOCATION: Located in the Hamlet of Bragg Creek

APPLICANT: RJK Developments Ltd.

OWNER: The Crown in right of Alberta

GROSS AREA: 2.15 acres, to be confirmed by plan of survey

Waterloo Geological Consulting Ltd  
I, (Janet David), the owner of

Lot 18, Block D, Plan 86056T and/or

Qtr. NE, Sec. 12, Twp. 23, Rge. 5, W 5 M

Support

or

Oppose

this proposed road closure for consolidation purposes.

Comments:

PLEASE SEE PAGE 2

Waterloo Geological Consulting Ltd

Signature

June 15/20

Date



I oppose the closure of the **River Drive South** portion of road for the following reasons:

1. River Drive South is the **only major access road** for the residents of River Drive South. Harwood and **the lane** south of Harwood would then be the only access roads for River Drive South. Both Harwood and the lane to the south are **much smaller roads** and **frequently not plowed** in the winter. Additionally, Harwood has an upward slope when exiting onto White Ave. There is **poor visibility**, forcing you to pull out into traffic before you have a clear view to turn. **Emergency vehicles** also need a good access road. The residents of River Drive South deserve to keep the major access of the portion of River Drive South that is in question. The other two accesses are not acceptable.
2. River Drive South **allows residents of this street to walk into town on a quiet back road**, rather than being forced to use White Ave. This is the **preferred less-busy route**, especially for residents with children and dogs.
3. The developer indeed has a **future very comprehensive plan**. From information he has provided to residents to date, this would involve rezoning the whole section of land indicated on the map, plus rezoning the entire block bounded by River Drive South, White Ave. and Harwood. To accomplish this, he may also have to acquire another property (ies). **All of this land is HR-1** with the exception of the existing commercial properties. His own initial description of his plan would violate existing development bylaws. **Future also should be defined BEFORE** any thought of road closure is considered, as this developer has not carried through with plans in the hamlet previous to this. I think applying to close River Drive South first before comprehensive plan approval is putting the cart before the horse.

In summary, I don't think that River Drive South, a major access road, should be closed to allow a developer to carry out his extremely comprehensive plan, yet to be defined.

Waterloo Geological  
Consulting Ltd  
J. David

June 15/20

**Johnson Kwan**

---

**From:** Tania Hanna [REDACTED] on behalf of Tania Crane-Hanna  
[REDACTED]  
**Sent:** Tuesday, June 16, 2020 3:22 PM  
**To:** Johnson Kwan  
**Subject:** [EXTERNAL] - application PL# 20200054

Do not open links or attachments unless sender and content are known.

I am a resident of Bragg Creek and received a letter (application) regarding lane and road closures requesting my response.

My lot/block/plan is 13-1-1226LK and my QTR-LSD/sec/TWP is NW-12-23-05-05.

[REDACTED] Bragg Creek, [REDACTED]

I have unfortunately lost the letter but wanted to be able to provide my response to this application (by the deadline which I think is today June 16, 2020) PL# 20200054 submitted on behalf of the company RJK developers. My neighbour stated that I can submit my response via email with legal address to b.duncan. I have also been in contact with various departments of the county who have been trying to get me the information and they said to send the email to you. So....

My response to PL# 20200054 is: **I oppose** this application.

Reasons:

- a) cutting off access to commercial businesses and homes. And no plan on how to mitigate their access without compromising their business.
- b) very vague request: permanent vs temporary and what purposes (not clear and exact)
- c) no plan have been provided for “future development” and if this “plan” has been approved (which does not seem to be the case as we, the residents have not been consulted)
- d) feels very shady; not clear as to the exact purpose of said proposal. or reason (impact for future development); no clearly laid out plan of what is being done, no plan and no discussion with residents.
- e) I would expect a development plan should've been provided first and an application for that plan submitted before doing anything with roads (which I have not seen).

Hopefully this is sufficient for my response, if not please advise.

Thank you,

Sincerely submitted,

Tania Crane-Hanna

[REDACTED]

June 16, 2020



ROCKY VIEW COUNTY

262075 Rocky View County  
Rocky View County, AB, T4A 0X2

Page 39 of 45

403-230-1401  
questions@rockyview.ca  
www.rockyview.caROAD ALLOWANCE RESPONSE FORM

**FILE NUMBER:** PL20200054

**DESCRIPTION:** To close for consolidation purposes, three (3) segments of Road Allowance and Lane located within the Hamlet of Bragg Creek, adjacent to the North and South sides of Lot 1, Block 10, Plan 1911357. The purpose of this application is to integrate the Roads and undeveloped Lane for a future comprehensive development plan.

**GENERAL LOCATION:** Located in the Hamlet of Bragg Creek

**APPLICANT:** RJK Developments Ltd.

**OWNER:** The Crown in right of Alberta

**GROSS AREA:** 2.15 acres, to be confirmed by plan of survey

GORDON & DIANE  
WEX, MCILWAIN, the owner of

Lot 14, Block 1, Plan 1226 LK and/or

Qtr. NW, Sec. 12, Twp. 23, Rge. 05, W 05M

Support

or

Oppose

this proposed road closure for consolidation purposes.

Comments:

As the Applicant has NOT provided their comprehensive "development plan" for my consideration I can't make a rational decision on this matter.

I am not prepared to seal key roads prematurely.

G/MC

13/06/2020

Signature

Date





262075 Rocky View Point  
Rocky View County, AB, T4A 0X2

403-230-1401  
questions@rockyview.ca  
www.rockyview.ca

### ROAD ALLOWANCE RESPONSE FORM

**FILE NUMBER:** PL20200054

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**GENERAL LOCATION:** Located in the Hamlet of Bragg Creek

**APPLICANT:** RJK Developments Ltd.

**OWNER:** The Crown in right of Alberta

**GROSS AREA:** 2.15 acres, to be confirmed by plan of survey

I, JOAN F. MacKENZIE, the owner of

Lot 2, Block 1, Plan 8036 and/or

Qtr. NE 1/4, Sec. 13, Twp. 25, Rge. 05, W 5 M

Support

or

Oppose

this proposed road closure for consolidation purposes.

**Comments:**

*While it is O.K. to close the entrance to the property from Balsam Ave. and the laneway perpendicular to said entrance, it is not O.K. to close the portion of River Dr. S. thereby blocking direct access to residents further along River Dr. S.*

*J. McKenzie* *June 2, 2020*

Signature

Date

as well as access to the businesses who rely on said access for their clients. That a developer would even propose inconveniencing those who rely on that River Dr. S. access off White Ave. demonstrates an extremely self-centred and unneighbourly attitude. Therefore I am opposed to the closure of River Dr. S. for a "future comprehensive development plan." This developer should work within the roadway as it now exists rather than disrupting the established businesses and residential access off White Ave.



ATT: BIANCA DUNCAN  
403 277-5977



ROCKY VIEW COUNTY



262075 Rocky View Point  
Rocky View County, AB, T4A 0X2

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### ROAD ALLOWANCE RESPONSE FORM

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**GENERAL LOCATION:** Located in the Hamlet of Bragg Creek

**APPLICANT:** RJK Developments Ltd.

**OWNER:** The Crown in right of Alberta

**GROSS AREA:** 2.15 acres, to be confirmed by plan of survey

I, BARBARA TEGHTMEYER, the owner of

Lot 6, Block 2, Plan 174/EW and/or

Qtr. SE, Sec. 13, Twp. 23, Rge. 5, W 5 M

Support

or

Oppose

this proposed road closure for consolidation purposes.

Comments:

I know I am late responding to this but I think it is in the interest of the community to have Kerr Drive South opened up not closed down to facilitate traffic flow within the hamlet. Thankyou

Barlightmeyer

July 14/20

Signature

Date



# ROCKY VIEW COUNTY

262075 Rocky View Point  
Rocky View County, AB, T4A 0X2

403-230-1401  
questions@rockyview.ca  
www.rockyview.ca

## ROAD ALLOWANCE RESPONSE FORM

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**GENERAL LOCATION:** Located in the Hamlet of Bragg Creek

**APPLICANT:** RJK Developments Ltd.

**OWNER:** The Crown in right of Alberta

**GROSS AREA:** 2.15 acres, to be confirmed by plan of survey

I, Dr. Brett Schonekess, the owner of

Lot 13, Block 2, Plan 1741EW and/or

Qtr. \_\_\_\_\_, Sec. \_\_\_\_\_, Twp. \_\_\_\_\_, Rge. \_\_\_\_\_, W \_\_\_\_\_ M

Support

or

**Oppose**

this proposed road closure for consolidation purposes.

Comments:

I oppose this development proposal at it seems the developer is taking away future pathways for development by RVC and the Hamlet of Bragg Creek (laneway) and expropriating roadways that are used by the businesses on the corner of White Ave and River Dr. Additionally, without seeing an actual development plan, that as we as developers have had to follow ie the Bragg Creek Revitalization plan and ASP, this land grab seems to be premature.

2020-Jun-11

Signature

Date



# ROCKY VIEW COUNTY

262075 Rocky View Point  
Rocky View County, AB, T4A 0X2

403-230-1401  
questions@rockyview.ca  
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## ROAD ALLOWANCE RESPONSE FORM

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**GENERAL LOCATION:** Located in the Hamlet of Bragg Creek

**APPLICANT:** RJK Developments Ltd.

**OWNER:** The Crown in right of Alberta

**GROSS AREA:** 2.15 acres, to be confirmed by plan of survey

I, Bruce Logan, the owner of 716 569

Lot \_\_\_\_\_, Block \_\_\_\_\_, Plan \_\_\_\_\_ and/or 03913050

Qtr. \_\_\_\_\_, Sec. \_\_\_\_\_, Twp. \_\_\_\_\_, Rge. \_\_\_\_\_, W\_\_\_ M

Support

or

Oppose

this proposed road closure for consolidation purposes.

Comments:

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Bruce Logan

Signature

June 3/2020

Date



# ROCKY VIEW COUNTY

262075 Rocky View Point  
Rocky View County, AB, T4A 0X2

403-230-1401  
questions@rockyview.ca  
www.rockyview.ca

## ROAD ALLOWANCE RESPONSE FORM

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**GENERAL LOCATION:** Located in the Hamlet of Bragg Creek

**APPLICANT:** RJK Developments Ltd.

**OWNER:** The Crown in right of Alberta

**GROSS AREA:** 2.15 acres, to be confirmed by plan of survey

I, Joseph Lengo, the owner of

Lot 4, Block 1, Plan 821/1613 and/or

Qtr. \_\_\_\_\_, Sec. \_\_\_\_\_, Twp. \_\_\_\_\_, Rge. \_\_\_\_\_, W \_\_\_\_\_ M

Support

or

Oppose

this proposed road closure for consolidation purposes.

Comments:

IF THE PROPOSED DEVELOPMENT ON THIS CONSOLIDATED LOT  
IS USED FOR GROWTH IN BRAGG CREEK, THEN THE LARGER  
PARCEL IS MORE OF A BENEFIT THEN THE MANY SMALLER  
PARCELS.

[Signature]

Signature

JUNE 18/2020

Date



## PLANNING AND DEVELOPMENT SERVICES

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<b>TO:</b>	Council	<b>DIVISION:</b> 5	
<b>DATE:</b>	September 1, 2020	<b>APPLICATION:</b>	PL20200026
		<b>FILE:</b>	04319004/9009/9202
<b>SUBJECT:</b>	General Item – Amendment to the existing Prince of Peace Master Site Development Plan		

---

### POLICY DIRECTION:

The County Plan, Conrich Area Structure Plan, and Prince of Peace Master Site Development Plan.

### EXECUTIVE SUMMARY:

The purpose of this application is to amend the existing Prince of Peace Master Site Development Plan (MSDP), in order to facilitate the creation of interim ownership for three lots to separate title for the existing three buildings and remainder lands.

The current ownership arrangement is the result of a Court Order to address the disposition of the assets as the previous Developer/Owner was not able to complete the project. Future buyers could take over each asset (lot) separately and complete the Prince of Peace development in accordance with the adopted MSDP. The proposed amendments to the existing Prince of Peace MSDP involve transportation, water and wastewater servicing, and several minor amendments.

The application was circulated to 276 landowners in the area. Residents within the Prince of Peace village sent many emails with questions. As their questions have been answered and they were satisfied with the administration's responses, their emails are not included. In addition, letters from 5 residents in the village and Prince of Peace Village Condominium Corporation were received and included in Appendix D. The application was also circulated to a number of internal and external agencies; responses are available in Appendix 'A'.

The following is a summary of the application assessment:

- The proposal meets the applicable policies of the County Plan and Conrich Area Structure Plan, and meets the intent of the Prince of Peace Master Site Development Plan.
- All technical aspects will be addressed at the subdivision stage.

### ADMINISTRATION RECOMMENDATION:

Administration recommends Approval in accordance with Option #1.

<b>DATE APPLICATION RECEIVED:</b>	March 5, 2020
<b>DATE DEEMED COMPLETE:</b>	August 6, 2020

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<b>PROPOSAL:</b>	To amend the existing Prince of Peace Master Site Development Plan, in order to facilitate the creation of interim ownership for three lots to accommodate separate title for the existing three buildings and remainder lands.
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<b>LEGAL DESCRIPTION:</b>	A portion of NE-19-24-28-W04M
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<b>GENERAL LOCATION:</b>	Located at the southwest junction of Highway 1 and Garden Road, and immediately north of Luther Rose Boulevard.
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**Administration Resources**  
Xin Deng, Planning and Development Services





<b>APPLICANT:</b>	IBI Group
<b>OWNERS:</b>	Sage Properties Corporation
<b>EXISTING LAND USE DESIGNATION:</b>	Agricultural, General District (A-GEN)
<b>PROPOSED LAND USE DESIGNATION:</b>	Special, Public Services District (S-PUB), Direct Control District (DC-79), and Direct Control District (DC-11)
<b>GROSS AREA:</b>	± 86.91 acres
<b>SOILS (C.L.I. from A.R.C.):</b>	<p><b>1 1</b> – The majority of the land contains soil with no significant limitation.</p> <p><b>3W,160,3T40</b> – The southern portion of the subject land contains soil with moderate limitations for cereal crop production due to excessive wetness/poor drainage, flooding and adverse topography.</p> <p><b>5N,W5</b> – A small portion of land in the north of the subject land contains soil with very severe limitations for cereal crop production due to high salinity and excessive wetness/poor drainage.</p>

**HISTORY:**

March 29, 2018	Subdivision application (PL20218035) was received to subdivide the existing three buildings (Prince of Peace Lutheran School, Prince of Peace Manor and Prince of Peace Harbor) with individual land title. The Applicant was advised that the existing Prince of Peace Master Site Development Plan needs to be amended. The applicant withdrew the application.
December 9, 2014	Council approved application (2012-RV-174) to adopt the Prince of Peace Master Site Development Plan..
December 4, 2007	Council approved redesignation application (2007-RV-298) to amend Direct Control Bylaw 79 (DC-79) in order to allow for 35 additional assisted living residents within the Supported Living Facility (Prince of Peace Manor) and new ancillary uses.
September 25, 2001	Council approved redesignation application (2001-RV-086) to redesignate a portion of the subject land from Public Service District to Direct Control District (DC-11), in order to facilitate the subdivision of a ± 5 acre lot for the development of a community, Administration and Supported Living Facility within the Prince of Peace Village. (The development for senior assisting living is now called Prince of Peace Manor)
July 31, 2001	Council approved the subdivision application (2001-RV-109) to create 14 additional dwelling units being the Prince of Peace Village. (The development is Prince of Peace Village today, containing 174 duplex units in total)
August 5, 1997	Council approved the subdivision application (1996-RV-165) to create 160 dwelling units within common areas to be registered as a bare land condominium plan, and a +55 acre parcel to accommodate the existing church/school site, with a +30 acre remainder to accommodate the sewage lagoon.
August 15, 1995	Council approved the redesignation application (1994-RV-217) to redesignate a portion the quarter section from Public and Quasi-Public District to Direct Control District (Bylaw C-4439-95), in order to facilitate the establishment of a senior's



residential site which include 160 housing units and medical, recreational, commercial and public use facilities.

September 7, 1993 Council approved the redesignated application (1993-RV-185) to redesignate the land from Agricultural Conservation (1) District to Public and Quasi-Public District to facilitate the development of a church, private school, recreation facilities and sewage lagoon. (The development is the Prince of Peace Lutheran School today).

### **BACKGROUND:**

The original Developer who prepared the Prince of Peace Master Site Development Plan went bankrupt. The current Owner, by Court Order, is dealing with the disposition of the assets, in order to return the money to investors soon.

Prince of Peace Lutheran School is a one-story building that is currently leased to Rocky View Schools. Prince of Peace Harbor is a one-storey building for a dementia care facility. Prince of Peace Manor is a three-storey building for a senior assisted living facility. These buildings were built on the subject land under one land title, as the original intent of the Prince of Peace MSDP was to create a condominium ownership for the entire development. Therefore, this application and the associated subdivision application would facilitate the creation of separate titles for each building. Future buyers could take over each asset separately and complete the rest of Prince of Peace development in the future.

The subject land is surrounded by a mixture of agricultural and residential parcels. Land to the east is the County's Garden of Peace Cemetery. The land immediately to the south is Prince of Peace Village which consists of 174 senior residential units. The areas located south of Prince of Peace Village are within the City of Calgary's Belvedere Area Structure Plan. The City of Calgary is located approximately 0.5 miles to the west.

### **PROPOSED AMENDMENTS:**

In order to facilitate the creation of three lots to separate title for three existing buildings (Prince of Peace Lutheran School, Prince of Peace Harbor, and Prince of Peace Manor), the Applicant proposes several amendments to the existing Prince of Peace MSDP.

#### Transportation

Amendment #1: The residents within the Prince of Peace Village have expressed concerns with traffic in the area, specifically with drivers cutting through the community on Luther Rose Boulevard. To address the concern, the Applicant proposes to upgrade the existing "L-shape" internal road to a paved road with a cul-de-sac bulb at the south end. This improvement would provide direct access to the proposed three lots, and direct traffic to return north, which will alleviate the traffic issue.

Prince of Peace Manor (Lot 3) has an existing south access off Luther Rose Boulevard. Once the "L-shape" internal road is upgraded, the Prince of Peace Manor would have a new access in the north. The Prince of Peace Village Condominium Board suggested that the existing south access off Luther Rose Boulevard be closed or used only as emergency. They believe this will further limit cut-through traffic. The Applicant indicated that the owner is working with the Condominium Board on it.

Amendment #2: The intent of the existing Prince of Peace MSDP is to create a condominium ownership for the entire development. In order to facilitate the disposal of assets, the Applicant proposes to change the ownership of three lots from condominium to fee simple, and change the ownership of "L-shape" internal road from a private road to a public road. The County would own and maintain the "L-shape" internal road. Administration has no concerns.



Amendment #3: The Applicant proposes to provide additional land for the Prince of Peace Lutheran School site, which would meet the parcel size requirement for any school in the future. Due to the increased parcel size for Lot 1, the existing road layout would be revised accordingly.

Amendment #4: Due to the changes on the road layout, two original buildings would be removed from the MSDP. This amendment would result in less buildings than the original MSDP. Administration has no concerns.

#### Water Supply

Amendment #5: The existing Prince of Peace MSDP does not contain information on water servicing. The Applicant proposes to clarify the requirement. The existing Prince of Peace development (including the School, Harbor, Manor and the Village) were used to connect with water distribution system and on-site private water treatment plant. However, the groundwater well for the plant has been severely depleted. Presently, the operator has to regularly truck in water to service the development. To address this issue, the development should be connected to the County piped water system, which requires construction of a transmission line from the existing County reservoir to the subject land. At this time, the Owner and other interested parties are working on a Cost Contribution Agreement with the County to bring the County water line from the CN Rail lands to Range Road 285 and down to the Prince of Peace site. All infrastructure, agreements and right-of-ways would be implemented through a condition of subdivision.

#### Wastewater Treatment

Amendment #6: The existing Prince of Peace MSDP does not include a requirement on wastewater servicing. Proposed amendments will clarify that the development should be connected to the County wastewater system. The existing Prince of Peace development is serviced through an internal wastewater collection system, which is tied to an existing lift station taking flows to the County East Wastewater Transmission Main and eventually discharging to the Langdon Wastewater Treatment Plant. It is noted that the existing development has been operating over their allocated wastewater flow. Administration is working with the Owner to determine if the existing lift station is operating at or over capacity and if any improvements are required. This matter would be addressed at the subdivision stage.

#### Other Minor Amendments

Some outdated, redundant and unrelated information in the original MSDP would be updated at this time.

### **POLICY ANALYSIS:**

#### County Plan

Section 9 Hamlet provides policies to guide development within the hamlets. Policy 9.6 requires that development in a hamlet to conform to the adopted area structure plan or conceptual scheme. The subject land falls within the Conrich Area Structure Plan, therefore, applicable policies within the Conrich Area Structure Plan were considered.

#### Conrich Area Structure Plan

Policy 8.12 of the Conrich Area Structure Plan states that residential development within the Prince of Peace area shall be in accordance with the Prince of Peace Master Site Development Plan and relevant policies of this plan. The proposal was evaluated in accordance with the Prince of Peace Master Site Development Plan.

#### Prince of Peace Master Site Development Plan

The Prince of Peace MSDP was adopted in 2014 to support senior housing and caring facilities on the subject land. The proposed amendments would only affect a small portion of the entire development, and



does not conflict with the original intent of the Prince of Peace MSDP. In addition, the proposed amendments would alleviate traffic issues and provide clear policies on water and wastewater servicing to guide future development.

**OPTIONS:**

- Option #1: THAT the Prince of Peace MSDP be approved with the amendments noted in Appendix B.  
Option #2: THAT application PL20200026 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': Proposed Amendments to the Prince of Peace Master Site Development Plan (redline version)  
APPENDIX 'C': Map Set  
APPENDIX 'D': Landowner Comments



## APPENDIX A: APPLICATION REFERRALS

AGENCY	COMMENTS
<b>External Departments</b>	
Alberta Transportation	<p>The department anticipates minimal impact on the highway from this proposal. Additionally, there is no direct access to the highway as well as sufficient local road access to the subdivision, satisfying Section 15 of the regulation. Therefore, Pursuant to Section 16 of the Regulation, the department grants approval for the subdivision authority to grant a variance of Section 14 of the regulation.</p> <p>Pursuant to Section 678(2) of the Municipal Government Act, Alberta Transportation requires that any appeal of this subdivision be referred to the Municipal Government Board. Please note that the existing intersection of Highway 1 and Garden Road (Range Road 285) will close, or partially close in the future, once the intersection reaches operational capacity, or Highway 1 attains freeway status. This will result in circuitous access from the local road network.</p>
ATCO Gas	<p>ATCO Gas has no existing Utility Right of Way on the subject property, or the existing Utility of Right of Way is not sufficient for subdivision servicing. The Landowner is required to contact the ATCO Gas land agent listed below to execute a Utility Right of Way to the satisfaction of ATCO Gas.</p>
<b>Internal Departments</b>	
GIS Solution	<p>Please ensure the applicant is submitting a road naming application to the GIS group.</p>
Planning and Development Services - Engineering	<p><b>General:</b></p> <ul style="list-style-type: none"> <li>• The review of this file is based upon the application submitted.</li> <li>• The subject lands are located within the Conrich Area Structure Plan (ASP) for which the lands are located in the Institutional/Residential Development Area. The proposal is for a residential and commercial subdivision. It is recommended that the lands be appropriately serviced as per the policies of the Conrich ASP.</li> <li>• As a condition of future subdivision, the Owner is required to enter into a Development Agreement pursuant to Section 655 of the <i>Municipal Government Act</i> respecting provision of the following:             <ul style="list-style-type: none"> <li>○ Construction of a paved Country Collector Road (400.6) complete with cul-de-sacs and any necessary easement agreements, including complete approaches to each lot, as shown on the Tentative Plan.</li> <li>○ Installation of delineation lighting at Garden Road &amp; Site Access.</li> </ul> </li> </ul>





AGENCY	COMMENTS
	<ul style="list-style-type: none"> <li>○ Mailbox locations are to be located in consultation with Canada Post to the satisfaction of the County.</li> <li>○ Construction of stormwater facilities in accordance with the recommendations of an approved stormwater management plan and the registration of any overland drainage easements and/or restrictive covenants as determined by the stormwater management plan.</li> <li>○ All necessary site grading.</li> <li>○ Implementation of the recommendations of the construction management plan.</li> <li>○ Implementation of the recommendations of ESC plan.</li> <li>○ Installation of power, natural gas, and telephone lines.</li> <li>○ Obtaining all necessary approvals from AEP.</li> <li>○ Any offsite improvements.</li> </ul> <ul style="list-style-type: none"> <li>● As a condition of future subdivision, 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.</li> <li>● As a condition of future subdivision, the applicant will be required to submit an erosion and sediment control plan to outline ESC measures (i.e. silt fence, stabilization, seeding of topsoil, etc.) to be implemented during construction.</li> </ul> <p><b>Geotechnical:</b></p> <ul style="list-style-type: none"> <li>● As a condition of future subdivision, the applicant will be required to conduct an onsite geotechnical investigation, conducted by a qualified geotechnical professional, to determine the site's suitability to support the proposed development and for the pavement structure design for the internal road network.</li> </ul> <p><b>Transportation:</b></p> <ul style="list-style-type: none"> <li>● As part of the previous MSDP application (2012-RV-174) the applicant submitted the Prince of Peace Campus Development Traffic Impact Assessment prepared by Scheffer Andrew Ltd. The TIA's focus was the intersection of Highway 1 and Range Road 285. The recommendation for phase one of the development was a dedicated left turn deceleration lane from NB RR 285 to WB Highway 1.</li> <li>● The applicant submitted a Transportation Impact Assessment Update prepared by Bunt and Associates dated July which determined:</li> </ul>



AGENCY	COMMENTS
	<ul style="list-style-type: none"> <li>○ Garden Road &amp; Highway 1 will require an additional eastbound and westbound through lane and a dual northbound left turn lane to operate acceptably under current traffic conditions</li> <li>○ Garden Road &amp; Site Access currently operates acceptably under the current traffic conditions and no signalization is required. Delineation lighting will be required under current traffic conditions.</li> <li>○ Garden Road &amp; Highway 1A will require an additional eastbound and westbound through lane to operate at an acceptable level under current traffic conditions.</li> <li>○ The internal road shall be constructed to a Country Collector Standard (400.6).</li> </ul> <ul style="list-style-type: none"> <li>• Engineering has determined that upgrades to the Garden Road &amp; Highway 1/Highway 1A identified in the TIA will not be required as part of this subdivision as it will not cause an increase in traffic and the operational issues at these intersections are due to the overall traffic in the region rather than the Prince of Peace development.</li> <li>• As a condition of future subdivision, the applicant will be responsible for entering into a Development Agreement with the County for the construction of a paved Country Collector Road (400.6) and delineation lighting at the site access to service the proposed development in accordance with the County Servicing Standards.</li> <li>• As part of a previous application, the applicant has provided payment of the TOL for a partial area of the subdivided land. For An area of 32 acres of the remainder parcel the, TOL remains unpaid.</li> <li>• TOL payment will not be required for the remainder parcel for of this subdivision.</li> </ul> <p><b>Sanitary/Waste Water:</b></p> <ul style="list-style-type: none"> <li>• The current Prince of Peace Development is connected via a lift station into the East Rocky View Wastewater System. Prince of Peace currently has a wastewater allocation of 63.96 m<sup>3</sup>/d and the average daily use in 2019 was 114 m<sup>3</sup>/d.</li> <li>• As part of the MSDP Application (2012-RV-174) the applicant submitted a Water Management Strategy for the Phased Development of the Prince of Peace Community prepared by Canadian Clean Water Technologies Inc. The report indicated in 2014 that the current lift station was at capacity and an upgrade would be required for any further development to occur.</li> <li>• The applicant submitted a Prince of Peace existing Water and Sanitary Sewer Infrastructure Assessment Report, which provided several recommendations to improve the existing internal waste water system. As a condition of future subdivision, the applicant shall complete all recommended repairs in the Infrastructure Assessment Report and provide written confirmation to the County that all repairs have been completed.</li> </ul>



AGENCY	COMMENTS
	<ul style="list-style-type: none"> <li>As a condition of future subdivision, the applicant will be required to provide payment of the Wastewater Offsite Levy in accordance with Bylaw C-8009-2020 for the total wastewater consumption of the current development. The total levy to be collected will be calculated based on the final wastewater usage provided by the applicant.</li> <li>The estimated levy is based on the 2019 average daily use subtract the current wastewater allocation: <math>(114 \text{ m}^3/\text{day} - 64 \text{ m}^3/\text{day}) = 50 \text{ m}^3/\text{day}</math> X <math>\\$16,037.29 \text{ m}^3/\text{day} = \\$801,864.50</math></li> </ul> <p><b>Water Supply And Waterworks:</b></p> <ul style="list-style-type: none"> <li>The current Prince of Peace Development receives potable water via truck in water service.</li> <li>As part of the MSDP application (2012-RVC-174) the applicant submitted a Water Management Strategy for the Phased Development of the Prince of Peace Community prepared by Canadian Clean Water Technologies Inc. The report indicated that the applicant planned to connect to the existing Rocky View Water system. The applicant has also purchased 300m<sup>3</sup>/day of service capacity, which is sufficient to supply the proposed development.</li> <li>The applicant submitted a Prince of Peace existing Water and Sanitary Sewer Infrastructure Assessment Report which provided several recommendations to improve the existing internal water system. As a condition of future subdivision, the applicant shall complete all recommended repairs in the Infrastructure Assessment Report and provide written confirmation to the County that all repairs have been completed.</li> <li>Currently the applicant is working with RVC Staff to determine the alignment and cost contribution for the water line that will connect to the Prince of Peace Development.</li> <li>As a condition of future subdivision endorsement, the applicant will be required to enter into an agreement with the County for the connection of the Prince of Peace development to the Rocky View Water System.</li> <li>The applicant will not be required to provide payment of the Water Offsite Levy in accordance with Bylaw C-8009-2020 as they have already purchased 300m<sup>3</sup>/d of capacity, which should service all phases of the future development.</li> </ul> <p><b>Storm Water Management:</b></p> <ul style="list-style-type: none"> <li>The existing Prince of Peace Development manages stormwater through 3 stormwater facilities operating at zero discharge conditions.</li> <li>As a condition of future subdivision the applicant will be required to submit a limited scope stormwater management report that includes the following: <ul style="list-style-type: none"> <li>The capacity of the existing stormwater system.</li> <li>The increase in runoff due to the construction of the internal road network.</li> </ul> </li> </ul>



AGENCY	COMMENTS
	<ul style="list-style-type: none"> <li>○ Any required upgrades to the existing stormwater system due to the internal road network.</li> <li>• Should any upgrades be required the applicant will be required to enter into a DA with the County for the Stormwater facility improvements.</li> <li>• At future DP or subdivision phases, the applicant will be required to provide an updated SWMR that includes detailed drawings of the upgraded stormwater facilities.</li> <li>• As a condition of future subdivision, the applicant will be required to provide payment of the Stormwater Offsite Levy in accordance with Bylaw C-8008-2020. The estimated levy payment owed at time of subdivision endorsement is \$103,661.6 (CSMI = \$5,992/ac x 17.3 ac [paid on subdivided lands] = \$103,661.6)</li> </ul> <p><b>Environmental:</b></p> <ul style="list-style-type: none"> <li>• As part of the MSDP application (2012-RVC-164) the applicant submitted a Biophysical Impact Assessment prepared by Westhoff Engineering Resources Inc. The assessment provided a summary of the potential environmental concerns associated with the proposed development based on published information and a field visit. The assessment took into consideration the significance of the onsite soils, vegetation, wildlife, historical resources, and wetlands and provided several recommendations for during and after construction to mitigate the impact of the development on the environment.</li> <li>• The applicant is responsible for following all of the recommendations in the BIA as well as any AEP approvals required because of the subdivision.</li> </ul>

Circulation date: April 16, 2020 – May 7, 2020

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



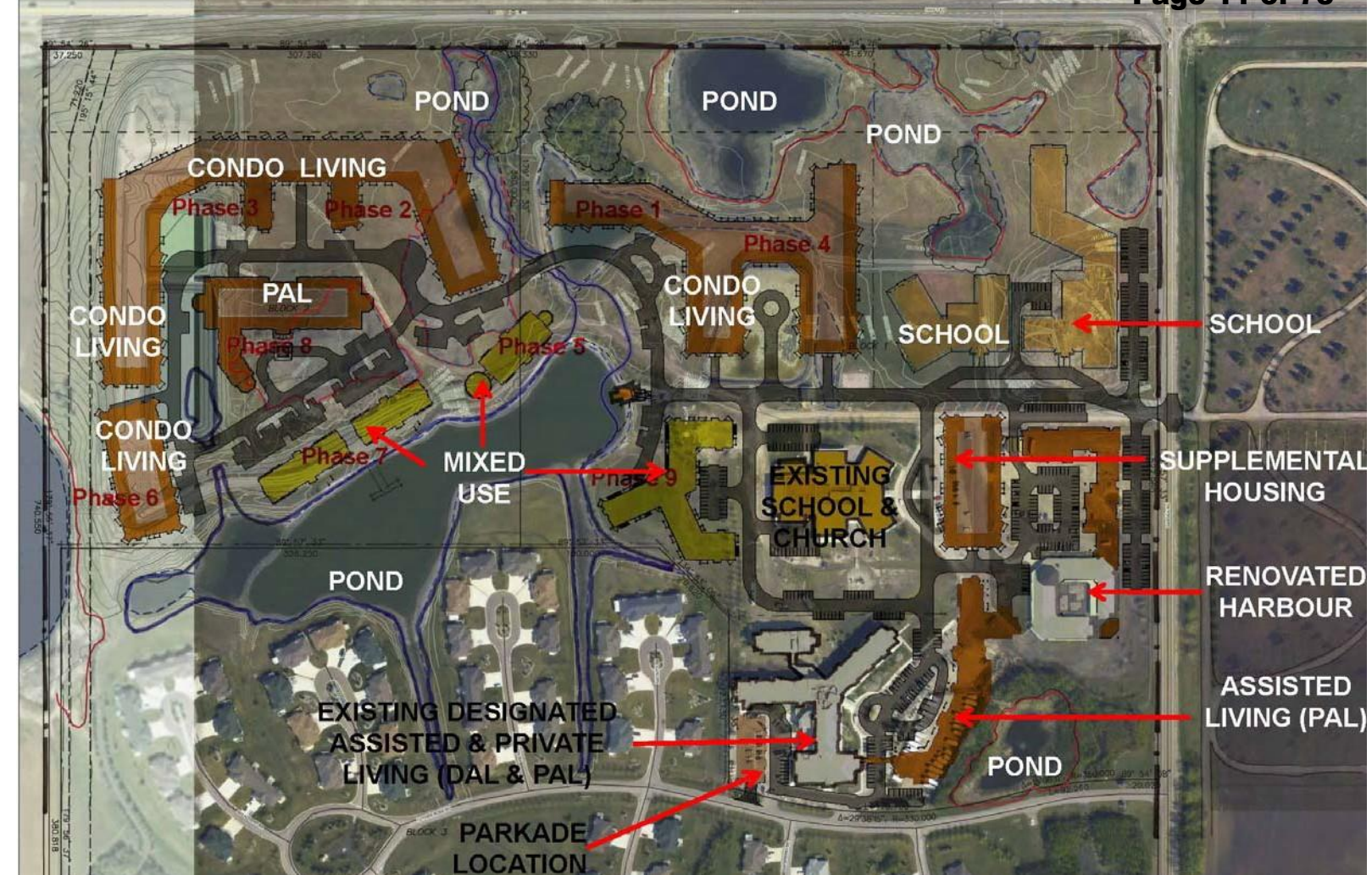


Photo to be replace with new aerial overlay

ENCHARIS COMMUNITY HOUSING & SERVICES SAGE PROPERTIES CORP.

PRINCE OF PEACE  
MASTER SITE DEVELOPMENT PLAN  
2014-07-23 (updated 2020-08-06)

logo-removed

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	Consultant's Report <del>Attached-Submitted</del> as Separate File	
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	Consultant's Report <del>Attached-Submitted</del> as Separate File	
11.0	TRANSPORTATION REPORT – SCHEFFER ANDREW LTD... ..	
	Consultant's Report <del>Attached-Submitted</del> as Separate File	

## ~~APPENDIX A1 — LAND USE DISTRICT — EXISTING~~

~~Land Use District DC11 — Municipal District of Rocky View No. 44~~

~~Land Use District DC79 — Municipal District of Rocky View No. 44~~

~~Land Use District Multi-Residential — Medium Profile (M2) — City of Calgary 1P2007~~

## APPENDIX A2 – PROPOSED SITE PLANS & TABLES

Proposed Land Use District Site Plan

Detailed Proposed Phasing Site Plan

## ~~APPENDIX A3 — SITE INFORMATION~~

~~Land Title Certificate~~

~~Registered Documentation~~

## ~~APPENDIX A4 — COLLIERS REPORT~~

~~Colliers Existing Report~~

~~Colliers International Financial Appraisal~~

Logo removed

## 1.0 RATIONALE

The rationale for the Master Site Development Plan (MSDP) for the Prince of Peace site is to provide a planning framework to inform future development on the site, responding to the requirements of Rocky View County, documenting the development desired ~~by the~~ for the Prince of Peace Community, and establishing a framework in the context of a Master Plan which will allow the balance of the site to be developed in a systematic and logical manner. The MSDP will ensure that proposed development will respond effectively to adjacent and contiguous development.

The MSDP will provide a development context for land-use and the associated population density. Full servicing will be addressed. The plan will also address the transportation network in both the interim and the future and will assess a timeframe in this regard. The MSDP will ensure that the development of the site is undertaken in a way that effectively responds to surrounding conditions as well as providing for connections and compatibility with future, and presently underway, development of the site.





## 2.0 PHYSICAL CHARACTERISTICS

The physical characteristics outlined under this heading deal with the characteristics that pertain specifically to the planning aspects of the Master Site Development Plan. The biophysical aspects of the site including the topography and drainage, the vegetation, and geology are addressed in the context of 6.0 Biophysical Assessment prepared by Westhoff Engineering Resources Inc. ~~The details of the T~~ransportation aspects of the study are addressed in 10.0 Transportation Assessment prepared by Scheffer Andrew Ltd. Planners and Engineers.



### Site characteristics

Currently the site provides accommodation for a Lutheran church, a school for children Grades 1-9 and a 55+ adult village. ~~The Prince of Peace Foundation (which is a not-for-profit organization) supports the Prince of Peace Manor and Harbour that provides sheltered accommodation for the seniors.~~

The majority of the buildings on the site are single storey with the exception of the Prince of Peace Manor which is a three storey building. The layout of the buildings, boundary conditions, landscaping, pathways and roadways are typical of a rural setting. The majority of the development within the site is towards the southern half of the property.

Buildings, paths and roadways are designed informally and are intertwined with ponds, open spaces, trails and landscaping. Boundaries between properties are informal and in many cases are not defined by physical elements producing a visually open environment.

To the north of the site the main features consist of a mixture of natural prairie landscapes, manmade wetlands, small areas of woodlands and some storm water retention ponds. There is also a small trail system through this area for the use of the local residents.

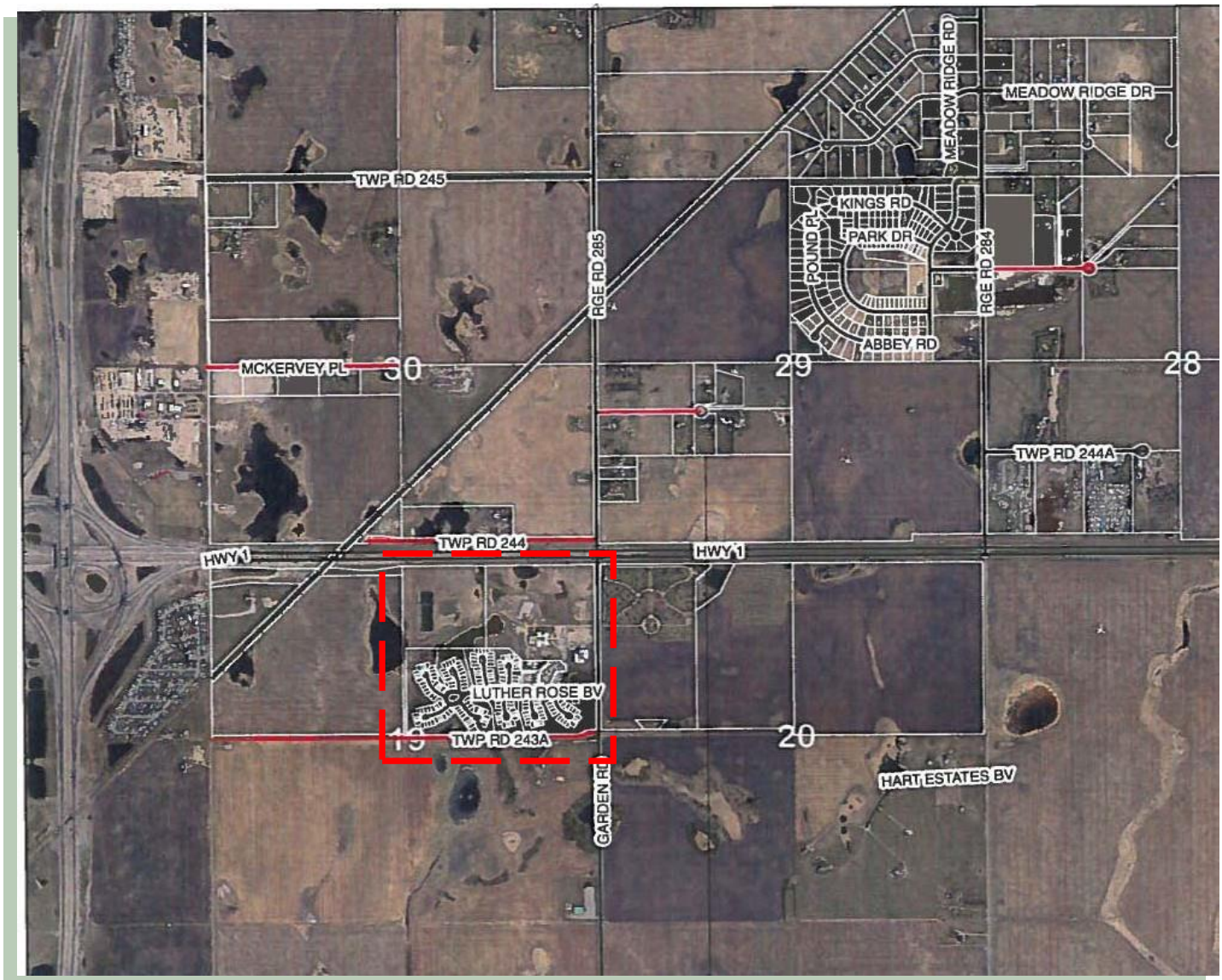




## 2.1 LOCATION

The site is located at **285030 Luther Rose Blvd., Northeast, Calgary**, and the **Legal Description is PLAN 9712096 BLOCK 1 22.29HA 55.08 ACRES**.

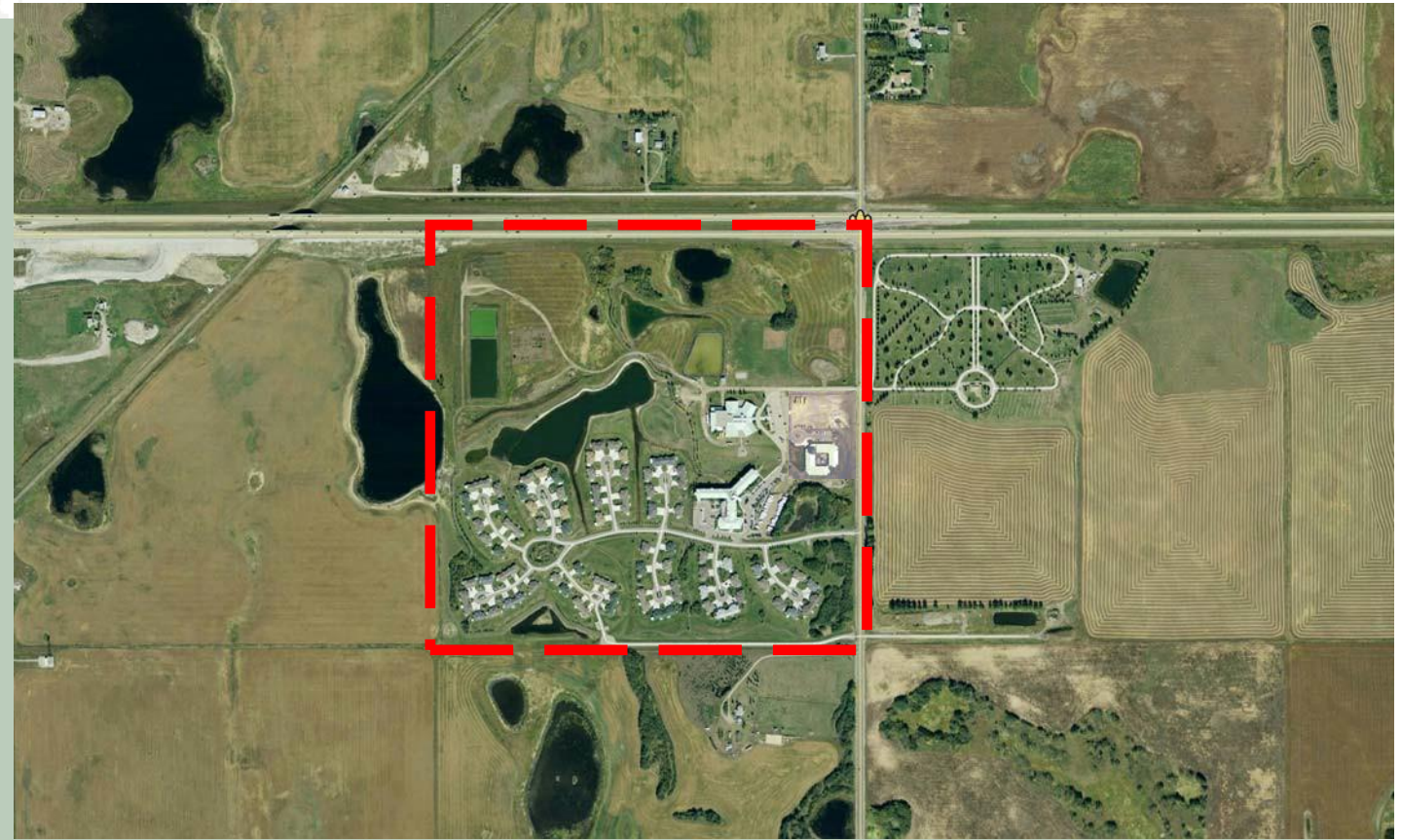
The site is bounded to the north by the #1 TransCanada Highway, to the east by Garden Road and to the South by a "bareland" condominium consisting of Duplex development and managed by a condominium Association and beyond that the Township Road 243A alignment. To the west is a quarter section of land which is presently agricultural and has the potential to support commercial development. It is diagonally bisected by CN rail in the northwest corner and has a large storm water retention pond immediately adjacent and contiguous with the western edge of the site.





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**2.2 OWNERSHIP**

The 22.29 ha (55.08 acres), presently undeveloped are the primary focus of the ~~Conceptual Scheme Plan~~ Master Site Development Plan and are owned by ~~Encharis Community Housing & Services~~ Sage Properties Corp. There is also 14.78 ha (36.53 acres) of developed lands which are also owned by Sage Properties Corp, bringing the total amount of land to 37.07 ha (91.61 acres). Legally described as Plan 9712096, Block 1; Plan 9712096, Block 2 and Plan 0311251, Block 4, Lot 1.



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**2.3 EXISTING AND ADJACENT USES****2.3.1 Planning Considerations and Urban Infrastructure****2.3.1.1 Conrich Development Area Structure Plan**

Considerable development and growth is planned and underway for Conrich northeast of Prince of Peace. We have provided the site plan that shows the subdivision growth being anticipated in Conrich in Rocky View County. It is anticipated that the major interchange at the 116<sup>th</sup> Street S.E. Alignment will extend north to service the Conrich development.

The Conrich Area Structure Plan was adopted in December 2015. The Plan provides a comprehensive planning and technical framework for a development area identified as a Full Service Hamlet and Regional Business Centre. The Plan seeks to ensure the integration of residential and business uses in a manner that provides for appropriate transition of land uses, compatibility, and mitigates the impacts of development.

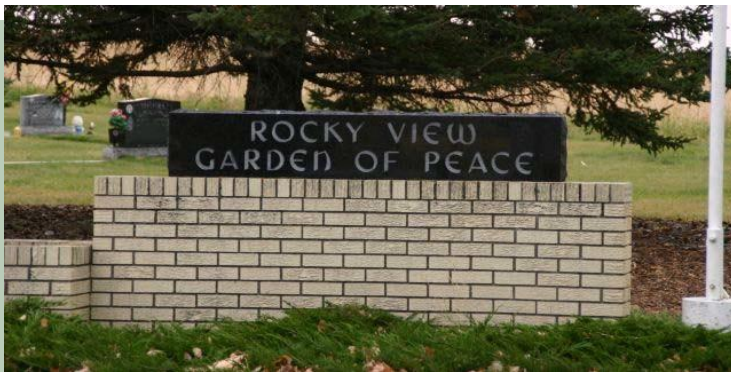
The subject lands are within the defined area of the Conrich Area Structure Plan, and the lands are designated as Institutional/Residential within the ASP's Land Use Strategy.

**2.3.1.2 Northern Portion of Garden Road**

The present intersection at Garden Road and the TransCanada highway will be closed off and will no longer be available for access from the TransCanada Highway. Future access to the Prince of Peace community will be from locations within the Belvedere development proposed immediately South of the Prince of Peace site. As such it is anticipated that the road right-of-way accommodating the Garden Road will become available to the project once the future interchange planned for 1 and 1/2 quarter sections to the East of the Garden Road alignment where the new 115<sup>th</sup> Street, South East will interface with the TransCanada Highway is constructed. In light of this consideration development for the Garden Road right-of-way is considered for a later phase, timed for the completion of the Interchange.

**2.3.1.3 Rocky View Garden of Peace Cemetery**

The area immediately to the East of Prince of Peace is the Rocky View Garden of Peace Cemetery. The cemetery is designed symmetrically about its southernmost boundary and it is anticipated that expansion will consist of the mirroring of existing plan layout about this boundary. The infrastructure network of the cemetery is also anticipated to be a mirror of its present plan symmetrical about the southernmost road at present within the cemetery. Primary access will be from Memorial Drive East where traffic will head north from the midpoint between 100<sup>th</sup> Street and 108<sup>th</sup> Street, South East. Cemetery access is anticipated at the midpoint between 100<sup>th</sup> Street, Southeast and 108<sup>th</sup> Street SE. in the Belvedere Municipal Development Plan.



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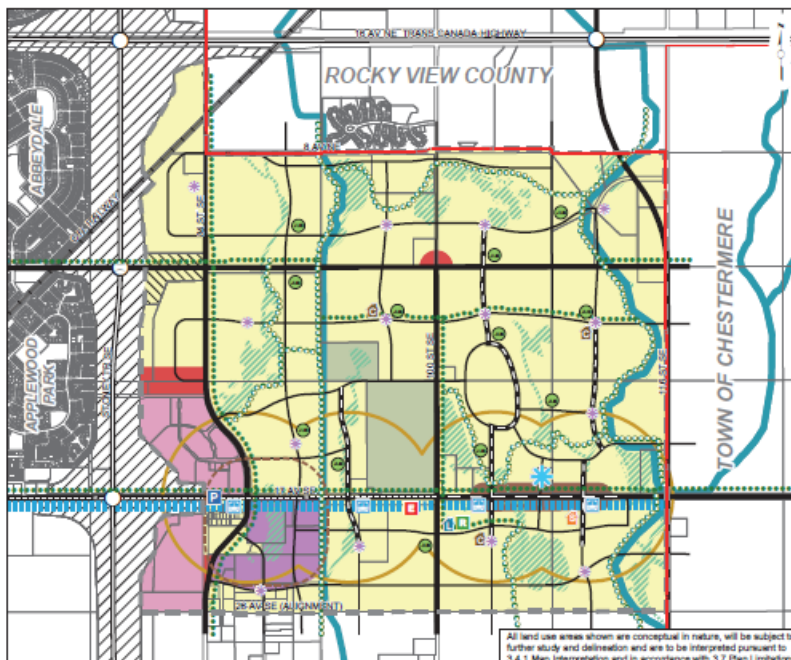
**2.3.1.4 Belvedere Area Structure Plan**

The City of Calgary is presently refining and completing the Belvedere Area Structure Plan which is immediately south and contiguous with the Prince of Peace site. The road network has been established and a commercial energy node has been defined in the Southwest corner of the Belvedere area. The two quarter sections immediately South of Prince of Peace are scheduled to contain low density residential development, Park environment, and large water features.

The Belvedere Area Structure Plan borders the Prince of Peace development, immediately to the south in the City of Calgary. The Area Structure Plan was approved by Calgary City Council in 2013. Lands adjacent to Prince of Peace are designated to become a low density residential neighbourhood with environmental open space, and the Shepard Regional Drainage System.

**Belvedere Area Structure Plan**

Shaping a More Compact Urban Form



Map 5

**Land Use Concept**

0 200 400 600 800 1,000  
Metres



Approved: 2P2013  
Amended: 16P2020

This map is conceptual only. No measurements of distances or areas should be taken from this map.



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**2.3.1.5 Adjacent Features**

The Prince of Peace ~~site~~-community is located on the south side of the TransCanada Highway (which runs directly East/West). This permanent feature provides a substantial and definitive barrier to the site as well as influencing and constraining the proposed development.

To the East of the Site the Rocky View Garden of Peace Cemetery is also considered to be a permanent use and it is anticipated that the cemetery will eventually expand towards the south.

**2.3.1.6 West – Future Commercial Development**

The area immediately west of the Prince of Peace site has been identified as a site for future commercial development and as such it is anticipated that the boundary conditions to the west should be designed to either accommodate a network interface allowing traffic connectivity to the west or to provide a traffic connection southwards at the western edge of the Prince of Peace property to tie into the Belvedere development. Contiguous with the Prince of Peace site to the west is a large wetland which forms a portion of the Shephard Drainage Plan and would have to be replaced at a ratio of 3:1 if it were to be relocated. This is not deemed feasible and as such it is anticipated that the storm water pond will be retained providing a distinctive and definitive boundary condition to the West.

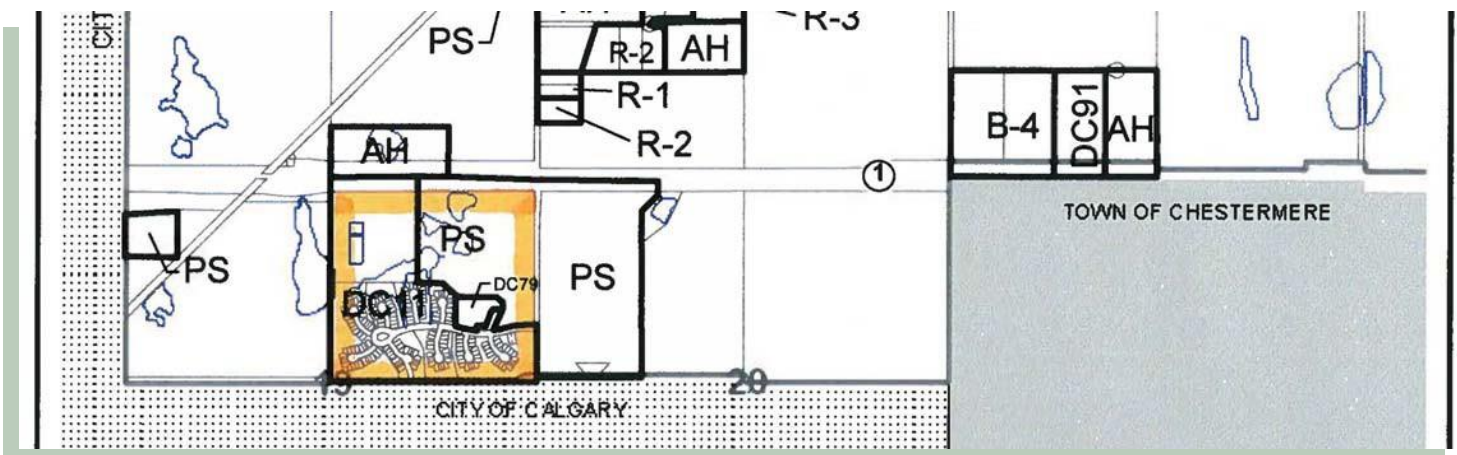
~~There is a small triangle of land immediately north of the pond which would be appropriate as a Municipal Reserve allowing for a defined edge condition to the Prince of Peace site.~~

**2.3.2 Summary**

The MSDP has taken into account the adjacent site features that provide clear boundaries and constraints upon the site. Within the site the 'Village' development is an established community that is not anticipated to alter or change. Therefore it is felt that the impact of the proposed development will not require the need for the formulation of an extensive Area Structure Plan.

**2.4 EXISTING LAND USES**

The existing planning framework for the Prince of Peace site as shown on the attached Land Use map #43-NW indicates that there are currently three Planning Districts on the site (DC11, PS, and DC79). A summary of the Land Use Districts are as follows:





## ENCHARIS COMMUNITY HOUSING &amp; SERVICES SAGE PROPERTIES CORP.

PRINCE OF PEACE – MASTER SITE DEVELOPMENT PLAN  
285030 LUTHER ROSE BLVD., NORTHEAST CALGARY, AB



**ROCKY VIEW COUNTY**  
Cultivating Communities

Information as depicted is subject to change, therefore Rocky View County assumes no responsibility for discrepancies after date of printing.

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**2.4.1 Direct Control (DC11)****Municipal District of Rocky View No. 44 Bylaw C-5250-2000.**

The General Regulations allow for residential units with a provision that all residents will be seniors. The General Regulations also allow for the construction of private roads necessary for access in and around the site, utility and collection systems, pedestrian pathways and parking and loading facilities. The use of the lands for man-made lakes associated with services would also be permitted as long as they met design and construction guidelines outlined by the Municipality and Alberta Environment. As with all the Land Use Districts, a hydrological study would need to be prepared prior to any development.

## Permitted uses

- Attached Single-Family Dwellings,
- One Detached Single-Family Dwelling for use as a Parsonage, and
- Fences.

## Discretionary uses

- Sewage Treatment and Storage Facilities,
- Storm Water Retention Ponds,
- Water Storage and Treatment Facilities,
- Vehicle Storage and Parking Areas, and
- Signs.

There is also a maximum number of 174 single family dwelling units allowed within the Land Use District, with minimum and maximum floor area allowances. A copy of the Land Use District DC11 is attached for reference. See Appendix A1

**2.4.2 Public Service District (PS)****Municipal District of Rocky View No. 44 Bylaw C-4841-97. Updated 2010.**

The intent of this Land Use designation is to provide for the development of Institutional, Educational, and Recreational uses.

## Permitted uses

Accessory buildings less than 90 sq. m. (968.75 sq. ft.) in building area,  
Government Services.

## Discretionary uses

- Athletic and Recreational Services,
- Campground Institutional,
- Child Care Facilities,
- Cemetery and Internment Services,
- Commercial Communications Facilities – Type “A”, Type “B”,
- Dormitory, accessory to schools Government Services,
- Dwelling Unit, accessory to the principal use,
- Funeral Services and Entombment,
- Indoor Participant Recreational Services,

- Medical Treatment Services,
- Museums,
- Public or Quasi-Public Building,
- Public Park,
- Religious Assembly,
- School, Public or Separate,
- School, Private,
- Schools, Universities and Colleges,
- Signs, and
- Special Events Parking

This Land Use District allows for a maximum building height of 10 m to the principal building and 5 m to the accessory buildings, with a minimum of 10% of the site dedicated to landscaped area.

Currently, it is understood that the principal building on the site is the existing School/Church, with the accessory building being the existing Harbor complex (Medical Treatment Services) which cares for seniors.

#### **2.4.3 Direct Control 79 (DC79)**

##### **Rocky View County Direct Control Bylaw C-5426-2001**

General Regulations allow for the development of a community and administration facility together with Supportive Living Residential Units for seniors.

##### Principal uses

- Community Hall,
- Recreation Rooms and Facilities,
- Facility Administration Offices and Reception Areas,
- Restaurants, and
- Drinking Establishment.

##### Accessory uses

- Indoor Storage Areas,
- Facility Maintenance Office and Workshops,
- Funeral Staging Facilities,
- Personal Service Businesses,
- Convenience Store,
- Dry Cleaning/Linen Service,
- Medical Practice,
- Chapel,
- Child Care Facilities, and
- Pharmacy.

Supported/Assisted Living Facility includes



- Residential Dwelling Suites,
- Lobby and Resident Open Areas,
- Ancillary Special Use Areas, and
- Nursing Stations.

Also allowed are associated private roads, parking and loading areas, signs, and landscaping, including outdoor patios and pathways.

Development parameters for the Community and Administration Facilities allow for a maximum ground floor area of 4687 sq. m., and a maximum building height of 6.7 m. Supportive Living Facility allows for a maximum of 170 suites within a three storey building, with a maximum building height of 12 m. Overall floor areas to each floor allowable is 5000 sq. m.

A copy of the Land Use District DC79 is attached for reference. See Appendix A1

## 2.5 EXISTING PARCEL HISTORY

~~In 1994 Prince of Peace purchased a quarter section of land where a year later a Church/School Facility was erected. The concept of building a Seniors Community was developed after construction of the Church/School building was complete which led to the founding of EnCharis Community Housing and Services in 2006. EnCharis was given the task to help realize the dream of making the Prince of Peace site long term sustainable and has succeeded.~~

~~Today, Prince of Peace is a vibrant, safe & affordable seniors community within the Rocky View County composed of the original Church/School Facility, Prince of Peace Village—a seniors Condominium community consisting of 174 bungalow style units, Prince of Peace Manor—159 room seniors Designated Assisted Living Facility, Prince of Peace Harbour—32 unit Dementia Care Facility together fully connected by landscape courtyards, water features and pathways. The total combined unit count of the Prince of Peace is 365.~~

~~It is time again to continue to realize a new dream and EnCharis continues to plan ahead for the future expansion of the Prince of Peace lands.~~

The Prince of Peace development commenced in the 1994, with the purchase of a quarter section of land, where a church/school facility was built. Subsequent development has occurred to include the following:

- Church/school facility
- 174 semi-detached bungalow units within a bareland condominium;
- 159 room seniors designated assisted living facility
- 32-unit dementia care facility (The Harbour)





## 3.0 DEVELOPMENT CONCEPT

### 3.1 PROPOSED LAND USE

#### 3.1.1 Development Strategy

~~Due to the size of the subject site and the planned future development, the existing Land Use Districts will need to be adjusted to accommodate for the proposed development. Currently, the Land Use Districts Listed in the Municipal Land Use Bylaw (Land Use Bylaw C-4841-1997) does not specifically make provisions for this type of development; therefore, the proposal is to modify the existing Land Use Districts as follows:~~

~~Due to the size of the subject site and the planned future development, the existing Land Use Districts will be amended at the time of development on a phased basis. The existing diagram shown on page 20 of the existing MSDP shows the proposal to consolidate the entire site and amend the Land Use Bylaw. Specific land use bylaw development criteria will be proposed to coincide with future development proposals both surrounding the core facilities, and within future phases of the development.~~

~~As the development is to be serviced through a distribution system owned and operated by Rocky View County, specific costs related to water servicing shall be allocated to each phase either through the assessment of a cost recovery levy, or a local improvement tax that divides the servicing cost (plus interest) over a period of time.~~

~~The following diagram indicates the proposal to consolidate the entire site by modifying the existing Land Use Districts for the Prince of Peace site. A larger copy of the plan is attached for reference. See Appendix A2~~

**3.1.1.1 Direct Control 79 (DC79)****Rocky View County Direct Control Bylaw C-5426-2001**

Central Core - Designated Assisted Living

Direct Control 79 (DC79)

Rocky View County Direct Control Bylaw C-5426-2001

~~It is proposed to amend the Direct Control 79 by enlarging the area of the District to incorporate the new additional Designated Assisted Living building, adjacent to the existing lodge. In order for the DC79 to be increased, adjustments will need to be made to Public Service District and DC11. The revisions to the Direct Control District 70 will be informed through the attached drawings for the buildings proposed on this District. The height requirements in this District to date have been 12m and heights of up to 28m will be required in the revised guidelines.~~

The area currently designated as Direct Control 79 (DC79) may be expanded subject to future development plans of the property owner. The future revisions to the DC79 will reflect the form and character and site plan that may be proposed at a future date.

**3.1.1.2 Public Service District (PS)****Municipal District of Rocky View No. 44 Bylaw C-4841-97.Updated 2010.**

Central Core - Harbor Expansion

Public Service District (PS)

Municipal District of Rocky View No. 44 Bylaw C-4841-97.Updated 2010.

The proposed harbor expansion is currently located within a Public Services District and the proposed addition meets all of the guidelines and requirements for this District. The extent of this Public Services District will be adjusted to accommodate the Harbour expansion which provides extended care to its residents. In addition, the schools that are contemplated in the northeast corner of the site would be accommodated within this District.

**3.1.1.3 Proposed Modifications to the Existing Land Use Districts**

~~The balance of the site will consist of a modified Direct Control District DC79. This District will be structured to accommodate all the geometry identified in the Conceptual Scheme Plan including the condominium development, the administrative components and the mixed use and commercial development as identified. The Conceptual Scheme plan will inform and provide guidance and design parameters for this Direct Control District.~~

The balance of the site will consist of a Direct Control District that will reflect the development vision of the future owner/developer. The Master Site Development Plan, as amended, will inform and provide guidance and design parameters for this updated Direct Control District.

## 3.2 NATURE RESERVE AND OPEN SPACE

### 3.2.1 Existing Site Conditions

Located at the urban fringe of Calgary and towards new developments in Conrich, the site is characterized by copious open space and wetlands; which lend to creating a nature reserve to be enjoyed by all of the residents on site. At present, the natural environment is already a hallmark of Prince of Peace and the residents who live there enjoy the copious walking trails; which will be incorporated into new development on the site. The spacious natural environment and views to the mountains will do much for the health of the residents in the context of Biophilia as explained later in greater detailed within document Section 5.2.



### 3.2.2 Pathways and Green Corridors

The pathway system at Prince of Peace provides for the following functions:

- .1 To promote and encourage walking for the residents who all benefit from the physical activity and exercise increasing health and well-being.
- .2 To achieve short, convenient, and direct non-motorized connections between the respective functions and amenities on the site.
- .3 To create a community with a healthy and sustainable environment.

The pathway system provides an opportunity for residents to enjoy the outdoor environment and the copious wetlands available on the site. The views to the Southwest encompass the Rocky Mountains on the horizon nurturing feelings of contentment in the context of empirical studies in biophilia. Short views to the wetlands further add to the benefits experienced by contact with the natural environment and allow for interactive experiences with birds, waterfowl, and the many species of animals that are supported in this habitat. All of the respective seasons can be enjoyed and observed from the safety and convenience of the pathway system. Unique flora and fauna further add to the natural experience and the sum total positively contributes to health and longevity for everyone benefiting from the environment at the Prince of Peace.

Pedestrian connections allowed residents to conveniently and quickly access the amenities on site and effectively visit with friends and family located nearby. Staff and support is readily accessible and can be provided quickly and conveniently. Providing the pedestrian environment also mitigates risk since the system is unique and distinct from the vehicular traffic routes.

By minimizing the use of the automobile the carbon footprint of Prince of Peace is greatly diminished. Vehicle emissions have a demonstrated impact on pollution and the natural environment. The pathway system greatly diminishes the use of the vehicle and thereby contributes to cleaner, safer air contributing also to the health and well-being of the plants and animals which are so evident in this natural wetland environment.



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**3.2.3 Regional Pathway Connectivity**

Comprehensive regional pathways have been developed in the suburban areas of Calgary and have extended into the County of Rocky view. Pathways have been created between Chestermere and the City of Calgary in a regional system and promoted in the context of the recent Stony Trail expansion. Linkages to the regional pathways have been contemplated in the context of this design and connection to these regional pathways, promoting public access particularly for the residents of the proposed new Belvedere area, are welcomed and encouraged.



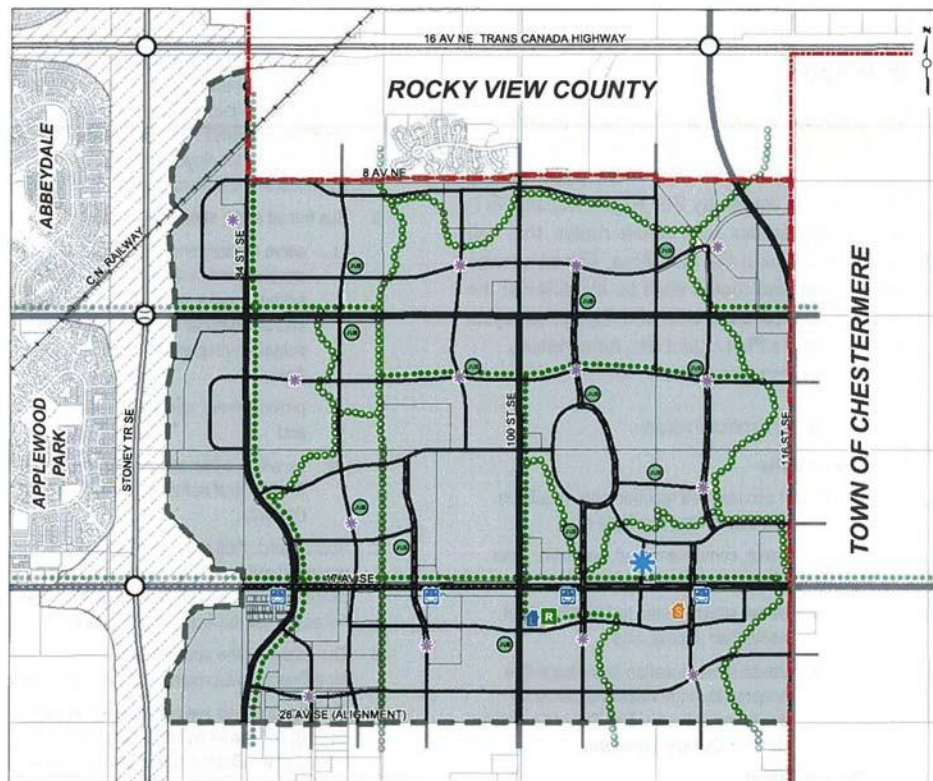
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## Belvedere Area Structure Plan

Connecting Communities



Map 8

Pathways and  
Green Corridors

## Legend

- City / Town / County Limits
- Transportation / Utility Corridor
- Plan Area
- Green Corridor
- Regional Pathway

- Skeletal Road
- Arterial Street
- Urban Boulevard
- Neighbourhood Boulevard
- Parkway
- Collector Road
- Full Interchange
- Overpass

- Recreation Facility
- BRT Stop
- Neighbourhood Activity Centre
- Community Activity Centre
- Joint Use Site
- High School
- Library

0 200 400 600 800 1,000  
Metres

Approved:  
Amended:

This map is conceptual only. No measurements of distances or areas should be taken from this map.

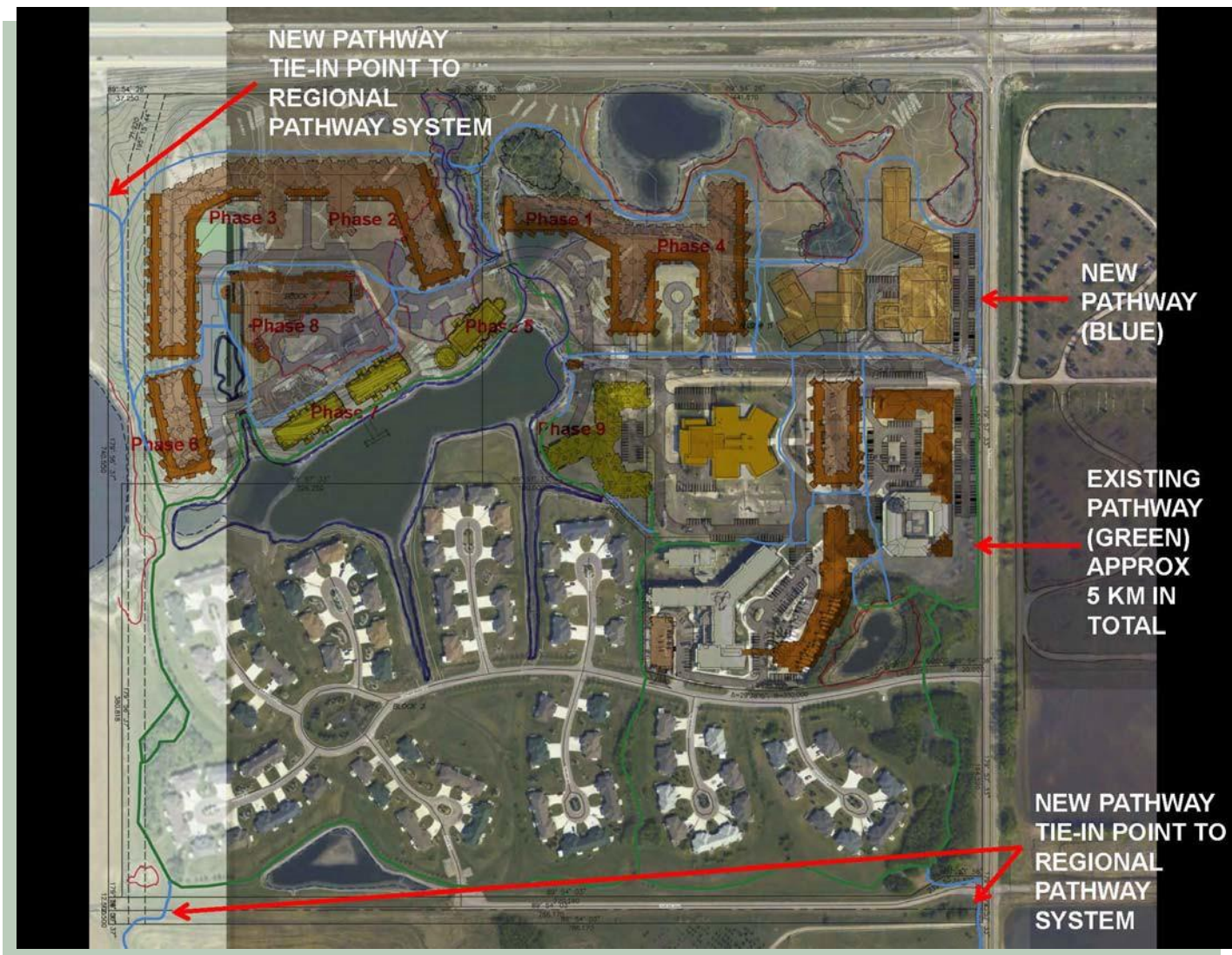
Part 1 - The Plan

Proposed 61



### 3.2.4 Pathway Map

The following pathway map demonstrates the pathways that are presently provided on the site as well as delineating the proposed pathways which will be incorporated into the site development. The pathway map also identifies proposed linkages to the regional pathway system and to the urban infrastructure contemplated to the South of the site as well as a point of tie in to the pathway system to the north and on to Stoney Trail and points north of the Trans-Canada Highway.



THIS MAP TO BE REMOVED

### 3.3 TRANSPORTATION SUMMARY AND SERVICING

#### 3.3.1 Transportation

Access to and from Prince of Peace will be provided through the two existing accesses onto Garden Road and then north onto Highway 1 and south onto Highway 1A (17<sup>th</sup> Avenue SE). There is a long term plan for the closure of Garden Road at Highway 1 and construction of a new interchange approximately 1,200 m to the east, at which time all trips to and from Prince of Peace will be directed south on Garden Road and onto the City of Calgary road network. ~~as outlined in the attached TIA.~~

~~Please refer to Section 11.0 for the Transportation Report.~~

The existing MSDP was supported by a Transportation Impact Assessment, prepared by Scheffer Andrew. As only some of the contemplated development has occurred since the approval, the TIA's recommendations do not need to be revisited until a more comprehensive development plan is proposed by a future developer.

The proposed subdivision will create a public road to access the school, harbour, and assisted living facility. Creation of a public roadway into the development is necessary for the disposition of the three lots to be created by the related subdivision application.

It is expected that traffic accessing the existing facilities will use this road and will no longer use Luther Rose Boulevard, thus eliminating any perceived conflicts with existing residential units. The proposed public road will also provide access to the lands to be developed in the future.

#### 3.3.2 Water Servicing

As an interim measure, water is currently delivered to the development and conveyed to the institutional buildings and the residential villas through an internal piped water distribution system. The long-term plan for water servicing is for all the Prince of Peace properties (institutional and residential) to be serviced from a public water distribution system operated by Rocky View County. The water line would connect to existing infrastructure on the property for existing buildings to be serviced. Details of the size of water line to be brought to the subject lands will be determined through discussions with Rocky View County and the current property owner.

#### 3.3.3 Wastewater Servicing

Sanitary servicing currently exists for the existing institutional and residential buildings. The existing MSDP includes a sanitary design report prepared by Canadian Clean Water Technologies and a Servicing Design Brief prepared by Scheffer Andrew.

Existing buildings within Prince of Peace are serviced via a piped system which flow to a private lift station located to the west of the School. The lift station pumps the wastewater to the East Rocky View Wastewater Treatment System through an existing 200 mm forcemain within the Garden Road right-of-way.

### 3.3.4 Stormwater Management

A Storm Water Management system has been implemented within the existing institutional and residential buildings within the MSDP Area. The existing MSDP included a storm water management design report prepared by Westhoff Engineering Resources, and a Servicing Design Brief prepared by Scheffer Andrew.

The overall stormwater management concept for the expansion of the village consists of the use of the existing evaporation pond located near the center of the subject lands. As the pond is required to be expanded to support further development of the site, further expansion does not appear to be warranted at this time given that the proposal is to subdivide an area on the site that has been previously developed.

An updated stormwater management plan would be required while new development occurs on the remainder of the land in the north section of the property.

### 3.3.5 Shallow Utilities

Shallow utilities are discussed within the existing Servicing Design Brief prepared by Scheffer Andrew. The design brief notes that shallow utility servicing to the Prince of Peace development will be provided by the extension of existing facilities by Enmax, Telus, and ATCO Gas.

## 3.4 PHASING

### 3.4.1 Phase 1

In order to offer a variety of accommodation types to Prince of Peace, ~~it was determined that the next development would most ideally be managed~~ could be in the form of a condominium- style development. The added density ~~will~~ would also contribute effectively towards offsetting the cost of development. The Phase 1 site is north and slightly west of the existing development at Prince of Peace, in close enough proximity to existing development that it will effectively contribute to the “village” concept as a whole. Prince of Peace is a gateway development for the City of Calgary and the Phase 1 location, contiguous with the Trans- Canada Highway setback, will effectively allow this development to contribute to this gateway concept.



New map required



### 3.4.2 Phases 2 & 3

Phases 2 and 3 perform similar to Phase 1, and so far as they provide for the condominium housing opportunity, adding to the variety of product type at Prince of Peace. Additional variety ~~will~~ could be added through varied suite sizes ranging from the mid 600's to 1400 ft.<sup>2</sup> and greater. Also, similar to Phase 1 the building massing will front the Trans-Canada Highway adding an appropriate volume and scale to the gateway concept. The timing of these initial phases will be determined by the respective absorption rates.

### 3.4.3 Phase 4

Phase 4 ~~could~~ accommodates for additional condominium development at the location of the Garden Road alignment. It is anticipated that by this time the overpass proposed for the intersection east of Prince of Peace, on the Trans-Canada Highway, will have been constructed. The future need for Garden Road to maintain its connection to the TransCanada Highway would be subject to future negotiations. It is anticipated however that the current geometry of Garden Road will be retained until such time the overpass is constructed.

### 3.4.4 Phase 5

By the time that Phase 5 is ready for development there will be an adequate critical mass on the site to accommodate mixed-use development. This development ~~will~~ could provide for a, by this time, much-needed amenity to the Prince of Peace Village Community, ensuring viability. The most needed amenities will be identified and accommodated. Typical for development of this nature would be uses that include podiatry, hair salon, convenient store, deli, and other similar functions. Above these spaces there would be an opportunity for professional offices and additional related residential development.

### 3.4.5 Phase 6

Phase 6 ~~will~~ could consist of an additional condominium development similar in Geometry to the previously identified condominium phases. This will bring the multi-family residential contingent to completion.

### 3.4.6 Phase 7

Phase 7 ~~will~~ could consist of two additional elements of mixed-use development fronting on the central water feature and providing optimized amenities for the Prince of Peace Village Community.

### 3.4.7 Phase 8

Phase 8 ~~will~~ could consist of a Private Assisted Living (PAL), centrally located and in a garden setting in keeping with the Prince of Peace concept and providing for the continuum of care for residents.

### 3.4.8 Phase 9

Phase 9 ~~will~~ could consist of a final mixed-use development incorporating also the administrative component for the fully developed Village and the supporting leadership.

### 3.4.9 Summary

A ~~detailed possible~~ phasing ~~plan~~ option has been attached for cross reference. See Appendix A2

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**4.0 PLANNING CONSIDERATIONS****4.1 DESIGN STRATEGY**

The Prince of Peace Master Site Development Plan is based on a desire to create a wholesome retirement community for the residents in the area.

It is recognized that multiple factors play a role in the achievement of this concept and the first of the acknowledgement being copious natural areas and wetlands. Of these areas the most productive of which will be conserved and developed around during the development of the land. The design will also include new and additional water natural features to augment these pre-existing elements.

A variety of housing types to accommodate aged residents will ensure that a continuum of care is achieved, addressing the needs of the most infirm in the context of Private Assisted Living (PAL) to the healthiest in the independent living and condominium environments. This comprehensive environment is calibrated to provide optimized percentages of all categories, facilitating a vibrant successful business plan.

Mixed use will create the opportunity for all of the support services needed for the residence. These would include but not be limited to hair care, podiatry, chiropractic, pharmacy, deli, and numerous other amenity opportunities, optimized for the village.

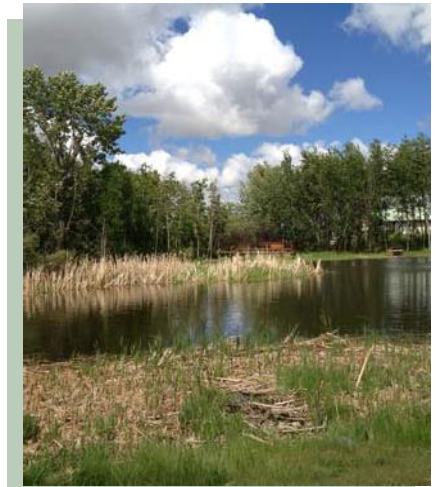
A variety of interactive and spiritual services are provided in the context of the church and the school. The presence of these entities will ensure opportunity for wholesome lifestyle for the full spectrum of residents at Prince of Peace.

**4.2 SCALE, MASSING AND DENSITY**

In general terms it is good planning strategy to scale projects progressively from low- density, low-rise construction up to higher density, midrise construction. On the Prince of Peace site, the land contiguous to the north consists of the Trans-Canada Highway. This provides for the opportunity of Gateway architecture consistent with the theme of Prince of Peace and of the scale appropriate for a gateway element. A scale of four stories represents an attractive massing for this Gateway Development.

~~The land immediately to the east and across Garden Road is a cemetery. It is anticipated that the north half of garden road will be closed once intersection at the Trans-Canada Highway has been discontinued. Since the only adjacent development to the east is the cemetery it has been deemed appropriate to maintain a higher scale and massing similar to that proposed for the TransCanada Highway along this boundary condition. The cemetery will act as a considerable buffer to any developable lands east of the cemetery in the future.~~

~~The southern half of the Prince of Peace site has been dedicated to low-rise duplex development which over the past months has been in the process of becoming a Bare-land condominium. This duplex development provides an appropriate buffer to the City of Calgary proposed Belvedere development south of the site.~~





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To the west of the site is presently agricultural land which is in Rocky View County and has been ear marked as appropriate for commercial development in the future. The eastern half of the site contains a substantial storm water retention pond which is part of the regional drainage basin. It has also been identified to be a part of the naturally occurring wetlands. Since policy dictates that any erosion of this land will require replacement in the order of 3 to 1 and since the highest and best commercial development is on the west edge of this land it is anticipated that the wetland will remain in its present configuration. The pond also bisects the land so as to create a triangulated portion of the site which is isolated from the balance of the site in the northeast corner of the property. Due to its isolated nature it is recommended that this land also become part of the municipal reserve associated with the drainage basin.

In general terms the massing of the buildings north of the existing duplex area will scale up towards the highway beginning with two-story mixed-use development immediately north of the duplexes. From there the development ~~we'll could~~ continue to scale up to four & six-story development providing a buffer to the TransCanada Highway protecting the Prince of Peace ~~Village community~~ from highway noise and activity. The Condominiums themselves ~~will-could~~ be designed to be buffered from the highway by exposing two floors of parkade to the TransCanada Highway. The building section on 4.4.1.3 demonstrates ~~the a possible~~ design and how the buffering to the highway ~~will could~~ be achieved. ~~The facade will be designed to receive windows to provide a warm and inviting facade as part of the gateway concept.~~

### 4.3 FORM AND CHARACTER

The facilities presently constructed at the Prince of Peace site have an established form and character which is cohesive by virtue of the rooflines, the massing, the articulation provided through gables, and the building finishes. It is recommended that new development on the site be in keeping with these elements in order to contribute to this unified, village, theme that has permeated the site creating a sense of place and a landmark presence in northeast Calgary.

The following is a list of criteria for the form and character of the site:

#### 1. Articulated Massing

The massing of the building should be multifaceted and long unarticulated wall surfaces and planes should be avoided.

#### 2. Pitched Roofs

Roofline should be pitched to match the existing and where flat roof areas are proposed for roof gardens they should be transitioned with mansard style rooms allowing for dormers and gables to be applied.

#### 3. Cohesive Coloration

Cohesive building coloration and finishes consisting of buff mystery and stucco with sage roof finishes should be sustained in order to maintain continuity with the current cohesive village concept.



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**4. Landscaping**

Extensive landscaping presently defines the Prince of Peace site. This landscaping should be maintained, augmented and embellished in order to extend the ambience created by the landscape environment. Where feasible the landscaping should be extended to the balcony and roof areas.

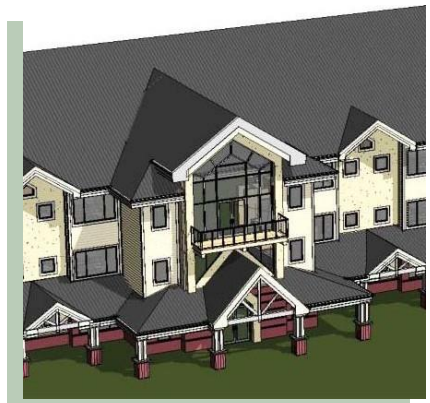
**4.4 ARCHITECTURAL COMPONENTS****4.4.1 Condominium Development****4.4.1.1 Project Description**

The Canadians snowbird that travels to southern destination to enjoy a warmer climate during the winter months is a substantively growing population. The responsibility is associated with a large home and garden becoming progressively more onerous with age and statistically it has been demonstrated that the senior population has been moving into a multifamily apartment configuration to simplify the process. In light of this consideration substantial development providing for this building geometry is contemplated for the Prince of Peace site.

**4.4.1.2 Project Location**

The optimized location for condominium development on the site is along the exterior perimeter to the north, the east, and the west periphery of the developable area. This will allow the condominium development to provide a buffer to the TransCanada Highway for the balance of the site while still affording the amenity of long views to the mountains and short views to the Prince of Peace grounds.

The MSDP acknowledges a demand for supplemental housing, where spouses or designated caregivers can live near infirmed patients. This supplemental housing component is provided for in the MSDP, but an exact location will be determined by a future owner/developer, as the current proposed location will conflict with the public roadway. It is anticipated that with the development of the supplemental housing component will be occupied by the spouse/caregiver of a patient assigned to The Harbour by Alberta Health Services.

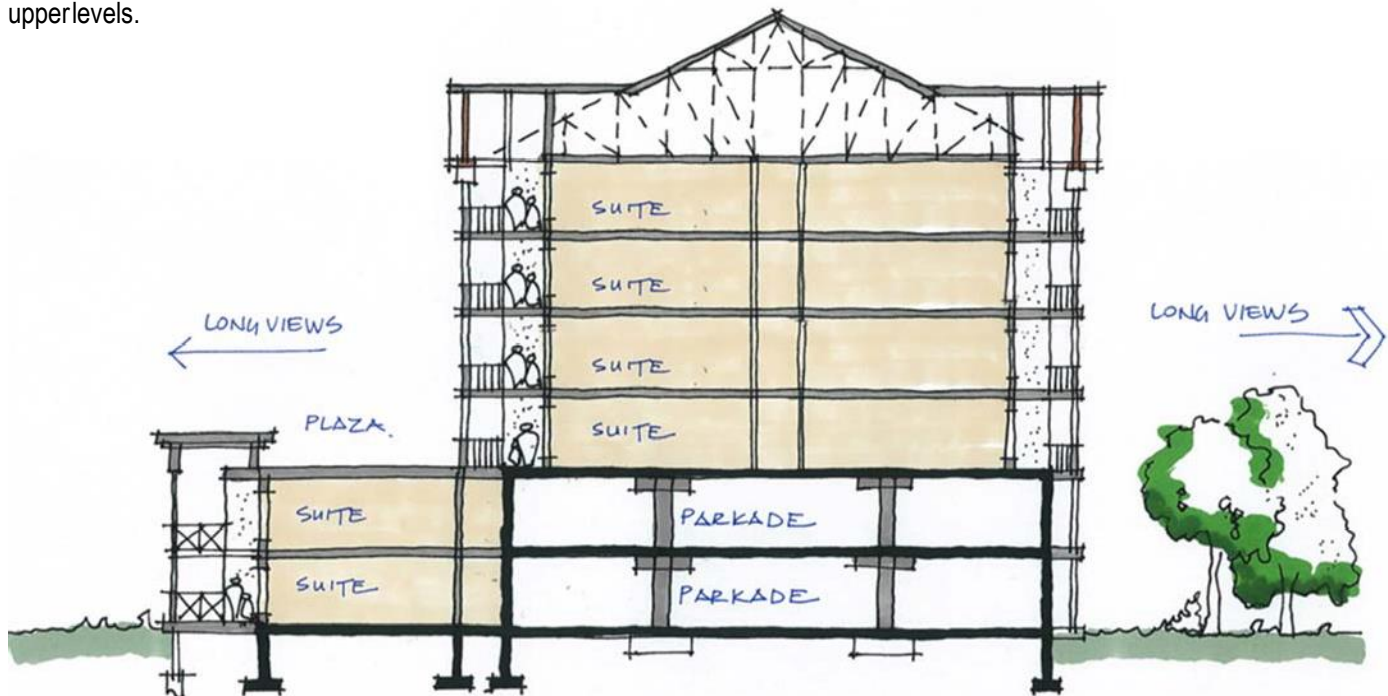


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**4.4.1.3 Proposed Geometry**

Existing water table has dictated that development should not occur below grade. Hydrostatic pressures would force any lower level development out of the ground and at minimum would eventually contribute to leakage as groundwater is forced through building envelope at the lower level. In light of this consideration the parking has been kept above grade and to the outside periphery nearest the TransCanada Highway. The building section demonstrates how this parking ~~would~~ could provide a natural buffer against the Highway protecting the suites which ~~phase~~ face into the site from highway noise and activity. A slab over the roof of the parkade would allow for a substantive promenade for the residents of the condominium and the subsequent stepping of the building would accommodate larger balconies for each of the respective suites at the upper levels.



From the TransCanada Highway there would be continuous views into the substantial wetlands and open landscaped areas. The location of the buildings allow for views into the development while also providing a transition from a relatively open environment into an enclosed walkable residential community. Building fenestration and articulation are to be used within the parkade structure so that this will complement the design of the residential units located above.

The intention is to develop buildings of varying styles, textures, scale and materials to create a visually stimulating environment within the existing landscape. Combined with the design and placement of additional landscaping, berms, trails and occasional trail features the building backdrop will provide a character and appearance that is appropriate and compatible with the surrounding area.



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**4.4.1.4 Proposed Form and Character**

The proposed form and character for the condominium development is similar to that which exists on the Prince of Peace site. The finishes and coloration of the building will tie in architecturally to those buildings which have already been constructed however they will be reinterpreted in a contemporary configuration. This building will effectively augment and blend with the signature aesthetics already presently defined at Prince of Peace.

**4.4.2 Supplemental Housing Development Harbour Manor site****4.4.2.1 Project Description**

Alberta Health provides aging seniors with health concerns several opportunities for accommodation in a given region. The aged are allowed to select from two or three institutions or organizations within a 50 kilometer radius. This creates a substantial demand on housing for the associated spouse or caregiver which can often be an aged offspring of the patient or another relative. In order to respond to the need for this housing, Prince of Peace has identified the Supplemental Housing component which will have moderately sized suites which will accommodate the spouse or relative of a senior who requires a high level of care. The Supplemental Housing will have an interior corridor connecting it to the Harbour allowing these independent relatives to have quick internal access to their loved one in the care environment. It is anticipated that as Alberta Health assigns residents to the Harbour that their spouse or caregiver will choose to live in the Supplemental Housing project.

A parcel of land, is being provided that would include the existing Harbour Manor facility and an area north of the existing building that could be used for a similar facility and building type. The subdivision of this parcel and the public road associated with the subdivision will provide for public access to the existing school and this parcel with direct access to Garden Road. The Public Road will accommodate the underground utilities.

**4.4.2.2 Project Location**

In order to provide this connection which will accommodate this relationship an immediately contiguous site is required. This adjacency is provided immediately West of the Harbour fronting the existing school and the main access into the Prince of Peace site.

**4.4.2.3 Proposed Geometry**

The Supplemental Housing is subject to the same site constraints as the balance of the Prince of Peace project. The high water table has dictated that the parking, which will be attributed to this housing, is located above grade. This creates a wide footprint at the base and once the project is about the level of parking allows it to step back to a narrower with creating the opportunity for a large terrace environment.

**4.4.2.4 Proposed Form and Character**

The proposed form and character for the supplemental housing is similar to that which exists on the Prince of Peace site. The finishes and coloration of the building will tie in architecturally to those buildings which have already been constructed however they will be reinterpreted in a contemporary configuration. This building will effectively augment and blend with the signature aesthetics would presently define the Prince of Peace, who can contribute to the quality of life for the community. In addition upper level residential opportunities will be accommodated at this level.



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**4.4.3 School Development or Private Assisted Living Development (PAL)****4.4.3.1 Project Description**

At present, the Rocky View School District is leasing the existing school within the proposed subdivided parcels immediately south of this location. A school was originally proposed for this site and if there is no further need for a second school within this development the site could be utilized for a Private Assisted Living Development, without exceeding the overall approved density as state in this MSDP. As portion of the PAL direct west of this school will be removed to accommodate play fields within the subdivided existing school parcel. in the northeast corner of the site. These schools will accommodate K-6 and a high school as determined in collaboration with the District. The Public-Service zoning will accommodate the school facilities.

**4.4.3.2 Project Location**

In order to have the school environment accessible to the Rocky View County a subdivision that included a public road right of way was deemed necessary. possible, it was deemed to maintain the school environment in the northeast quadrant of the site. His This will ensure that the school and bus impacts the site and the residents in the development to a minimum and will contribute to a safe and protected environment for the senior population while still allowing for the desired interaction without crossing traffic paths.

**4.4.3.3 Proposed Geometry**

The building geometry is similar in approach the existing school facility so that classrooms will could be on either side of double loaded corridors to maximize the amount of daylight entering classrooms. To some extent the geometry of the new addition has been will be influenced by the proposed layout of the remainder of the site, influences related to the existing wetlands and water-bodies located in and around the site, together with the anticipated major circulation routes within the immediate area.

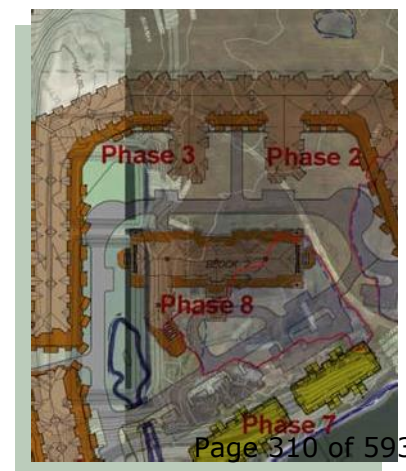
**4.4.3.4 Proposed Form and Character**

It is envisioned the architectural design and features of the school shall be appropriate to the existing architectural styles in order to create a cohesive architectural environment in relation to building form, materials and scale.

**4.4.4 Private Assisted Living (PAL)****4.4.4.1 Project Description**

Within the Prince of Peace site a wide range of residential care has provided for various ages with varying degrees of medical requirements, as well as a mix of lifestyle preferences based on the aging population. It is the intent of Prince of Peace to provide and continue to foster an atmosphere of community belonging even to the later days into seniors' lives. Therefore, space has been allocated to accommodate for a Private Assisted Living (PAL) Facility to aid with future demand within the community when time deems it appropriate.

The proposed PAL Facility would be located on a site with an area of approximately 14,326 square meters/1.43 hectares (3.54 acres) with a proposed building area of 213,862 square feet (19,868 square meters).





**4.4.4.2 Project Location**

The location of the PAL is adjacent to residential condominiums for seniors, and adjacent to the village center commercial area providing access to support facilities and the adjacent lake providing visual interest and variety.

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**4.4.4.3 Proposed Geometry**

It is proposed that the building ~~will could~~ be ~~up to~~ a six-storey building, providing approximately 210 PAL suites. The PAL will be designed with a home-like environment with adjoining suites so that family members can stay and provide close companionship to their relatives.

Spaces for visiting palliative care physicians, counseling services, and bereavement services to support the hospice program ~~will-could~~ also be provided.

**4.4.4.4 Proposed Form and Character**

The architectural theme relating to the building would be continued from the themes in the immediate environment. The scale and proportions of the building would be residential in nature in order to be complimentary to the local area.

**4.4.5 Mixed Use Development****4.4.5.1 Project Description**

The mixed use development is intended to provide an opportunity for small scale commercial endeavors that are specifically intended to augment the seniors and comprehensive housing environment. The small scale amenity can provide the much needed amenities that provide for quality of life. Located above the main level commercial development a variety of uses will be accommodated including opportunities for professionals who can contribute to the quality of life for the community. In addition upper level residential opportunities will be accommodated at this level.

**4.4.5.2 Project Location**

Centrally located and immediately north of the main water feature on the site, the Mixed-Use development provides an excellent buffer between the village development and the Multi-Family Condominium development fronting the Trans-Canada Highway and the intervening Hospice. It is designed to take advantage of the on-site amenities, allowing for ready access to the waterfront promenade at the main floor and being centrally located, optimally serves the residential development on all sides.



**ENCHARIS COMMUNITY HOUSING & SERVICES SAGE PROPERTIES CORP.**

PRINCE OF PEACE – MASTER SITE DEVELOPMENT PLAN 285030 LUTHER ROSE BLVD.,  
NORTHEAST CALGARY, AB

**4.4.5.3 Proposed Geometry**

The proposed building geometry draws on existing buildings at the Prince of Peace site heading to a cohesive overall aesthetic. The upper reaches of the roof are defined with a mansard allowing for a flat roof environment which will serve also as a roof garden amenity. The main floor will be accessible from grade at multiple locations accommodating small business and support services. The upper levels will accommodate professional practice and some residential components.

**4.4.5.4 Proposed Form and Character**

The proposed form and character is demonstrated in the attached rendering. The intent is to create an appropriately scaled mixed-use development that will be accessible at the main level and interface via terraces and plazas that will accommodate an effective transition from the landscape environment to the building. The upper areas of the Mixed-Use development is designed to augment the village concept characterized by gables and dormers providing a residential scale.





**ENCHARIS COMMUNITY HOUSING & SERVICES SAGE PROPERTIES CORP.**PRINCE OF PEACE – MASTER SITE DEVELOPMENT PLAN  
285030 LUTHER ROSE BLVD., NORTHEAST CALGARY, AB**4.5 POPULATION & DENSITY**

The following table below indicates the estimated population for the new development. Occupant loads for the Condominiums, Supportive Housing and Mixed-Use developments have been based on suite numbers, suite size and suite mix. PAL, Designated Assisted Living and the proposed Harbour expansion have been based on suite numbers.

The number of occupants for the Mixed-Use portions are based on gross floor area (at main floor) allowing for one staff member per 100 square meters. As mentioned in the notes below the table the estimates are maximums based on the full capacity of all buildings.

Based on the Overall Total Site Area: 86.91 acres (35.17 ha)  
 Estimated New Additional Population: 3045 \*Refer to Appendix A2  
 Approximate Unit density based on total site area: 55.24 units / Ha (22 upa)  
 Approximate Total Site Population Density (3507) 40 persons / Ha (16 ppa)

EnCharis Master Planning

**Schedule of Accommodation (Preliminary)****Existing Site Area = 86.91 AC (Parcel A - 55.08 & Parcel B - 31.83)**

Existing Schedule of Accommodation			
Unit Type	Number of Units	Avg. Number Of Residents Per Unit	Total Residents
Duplex/Fourplex	174	1.4	250
Assisted Living (incl. kitchen)	159	1.1	180
School/Church	N/A	N/A	300*
Harbour	32	1	32
<b>Total</b>	<b>365</b>	<b>-</b>	<b>462</b>

\* Church and school members, not residents

Note: Existing population of 462 total residents as indicated on the table above (based on 365 existing units) is for reference only and a larger copy can be found in Appendix A2

Building Type	Phase	Parcel Area Acres (Assumed)	Developable Area - Acres (Assumed)	*Non-Developable Area - Acres (Assumed)	Building Gross Floor Area - SF	FAR	Stories	Suites	Bays	Suite Breakout				Mix per floor
										1 Bed (%) varies)	2 Bed (%) varies)			
Condominium Suites	1 & 4	14.88	11.41	3.47	617,034	0.95	6	346		50%	173	50%	173	6 Floors Residential
Condominium Suites	2 & 3	17.14	10.9	6.24	834,255	1.12	6	502		40%	201	60%	301	6 Floors Residential
Condominium Suites	6	2.82	1.83	0.99	137,542	1.12	6	78		33%	26	67%	52	6 Floors Residential
Condominium Suites	0		0	0	0	0	0	0						Floors Residential
Condominium Suites	0		0	0	0	0	0	0						Floors Residential
<b>Sub Total</b>		<b>34.84</b>	<b>24.14</b>	<b>10.7</b>	<b>1,588,831</b>	<b>3.19</b>		<b>926</b>						
Mixed Use - Suites above	5	2.74	1.62	1.12	51,237	0.43	3	16	8	25%	4	75%	12	2 Res' and 1 Commercial
Mixed Use - Suites above	7a	3.06	1.37	1.69	25,312	0.19	2	8	8	25%	2	75%	6	1 Res' and 1 Commercial
Mixed Use - Suites above	7b	2.92	1.43	1.49	29,408	0.23	2	12	8	33%	4	67%	8	1 Res' and 1 Commercial
Mixed Use - Suites above	9	4.62	3.03	1.59	123,461	0.61	3	64	21	46%	30	54%	34	2 Res' and 1 Commercial
<b>Sub Total</b>		<b>13.34</b>	<b>7.45</b>	<b>5.89</b>	<b>229,418</b>	<b>1.46</b>		<b>100</b>	<b>45</b>					
Supplemental Accommodation		1.79	1.79	0	135,997	1.74	4	60		44%	27	56%	33	4 Floors Residential
Designated Assisted Living		7.08	6.62	0.46	164,039	1.04	4	178						4 Floors Residential
Harbour Addition		7.89	5.33	2.56	83,651	0.39	2 & 3	104						2 & 3 Floor Residential
<b>Sub Total</b>		<b>16.76</b>	<b>13.74</b>	<b>3.02</b>	<b>383,687</b>	<b>3.17</b>		<b>342</b>						
New Chapel		1.43	0.54	0.89	939	0.02	1							
New 6 Storey DAL	8	3.54	2.99	0.55	213,862	1.39	6	210		100%	210			6 Floors Residential
New Elementary School		5.73	2.88	2.85	36,371	0.15	1							
New High School		6.28	4.64	1.64	60,439	0.22	1							
Existing Church		4.99	4.99	0	47,501	0.22	1							
<b>Sub Total</b>		<b>21.97</b>	<b>16.04</b>	<b>5.93</b>	<b>359,112</b>	<b>1.99</b>		<b>210</b>						
<b>Grand Total</b>		<b>86.91</b>	<b>61.37</b>	<b>25.54</b>	<b>2,561,048</b>	<b>9.81</b>		<b>1578</b>	<b>45</b>					
Total Care Suites for Entire Site								492						
Total Suites for Entire Site								1086						
Total Commercial Bays for Entire Site								45						

**Grand Total of Proposed New Suites only for Development 1578**

**ENCHARIS COMMUNITY HOUSING & SERVICES SAGE PROPERTIES CORP.**

PRINCE OF PEACE – MASTER SITE DEVELOPMENT PLAN  
285030 LUTHER ROSE BLVD., NORTHEAST CALGARY, AB

**5.0 PROJECT UNDERSTANDING & APPROACH****5.1 PHILOSOPHIC APPROACH TO SENIORS ACCOMMODATION**

At Prince of Peace the welfare and wellbeing of the residents is paramount and there is a clear mandate to provide Eldercare to the highest possible standard. Numerous factors impact on resident health ~~and ARFAi is working closely with Prince of Peace to the intent~~ **is to** ensure that the geometry of the proposed buildings effectively accommodate these needs and that the future geometry will augment and facilitate these requirements.

The building design is based on ~~recent experience with Alberta Health and~~ the cluster concept which allows residents with cognitive challenges to enjoy a more intimate and holistic environment without having to be exposed to a large-scale institutional setting. An individual can, for example, enjoy meals with a limited number of residents instead of a dining room that can seat 200. In spite of this attention to the needs of the frail and elderly, the staffing model, which allows for a free flow of staff through back-of-house circulation, can ensure the viability of this level of care for many years to come.

One of the most exciting contributions to eldercare is the emerging philosophy of the Eden Alternative. The Eden Alternative engages the resident in their living environment and allows them to interact and be a part of their own caregiving which is greatly superior to conventional eldercare which will often see the resident only as a patient rather than an active participant with a free will to impact their living experience. The impact on the respective space is that it is now designed as a living environment without long institutional hallways and this space can now instead augment the living environment and contribute to activity space. Prince of Peace has committed to the Eden Alternative and the design is specific to the concept.

This commitment to the well-being of seniors carries also into all aspects of Universal Design and the design of the site which will result in a seniors environment that will best address the needs of the residents at Prince of Peace.

**5.2 BIOPHILIA****5.2.1 The Love of Living Systems**

The term "biophilia" which literally means "love of life or living systems" was coined by Erich Fromm to describe a psychological orientation of being attracted to all that is alive and vital. Humans subconsciously seek connections with the rest of nature. We are attracted and have positive feelings towards natural habitat and objects in their natural surroundings. Studies at both Harvard and Yale have provided empirical evidence that when humans have access to nature their systems perform better. Patients in hospitals with courtyard environments can statistically be shown to heal faster than patients who have no ability to be outdoors. The same is true for students, with all else being equal; those with access to the outdoors will achieve higher grades. From this we can know with confidence that seniors who have access to the outdoors will age more graciously than those who do not.





**ENCHARIS COMMUNITY HOUSING & SERVICES SAGE PROPERTIES CORP.**

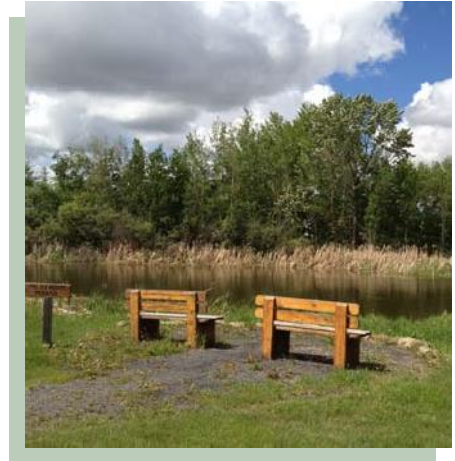
PRINCE OF PEACE – MASTER SITE DEVELOPMENT PLAN  
285030 LUTHER ROSE BLVD., NORTHEAST CALGARY, AB

**5.2.2 Prince of Peace – Natural Environment**

The grounds at Prince of Peace have been developed to maximize access to the outdoors. Extensive walking trails cross the site linking natural wetlands harboring a variety of bird and mammal species. It is the intention of this design to augment and embellish the natural environment preserving and maintaining the healthy habitat that exists in providing additional new areas for these animals to coexist with the residents of the site.

**5.2.3 Proposed Benefits**

The benefits of the natural environment are already evident at Prince of Peace. The health of our present residents exceeds that of other accommodations. It is anticipated that some seniors who make their way into the Prince of Peace environment may actually have improved health as they are exposed to the serene natural surroundings in the context of the site.

**5.3 SUSTAINABILITY**

Sustainability plays a vital role in any contemporary development and it has been identified as a primary criterion for the Prince of Peace. A characteristic that has set Prince of Peace apart is its conscientious commitment to integrity and morality and the desire to exercise effective stewardship over the natural environment. The following are opportunities that will be realized in the design of the facilities and buildings on this site.

**5.3.1 Geothermal Exchange System**

A geothermal exchange system utilizes the thermal mass capacity of the earth to store energy for future consumption. The temperature of the upper 6 m of the surface maintains a nearly constant temperature between 10 and 16°. This temperature is augmented by heat that is rejected during the cooling season and is later harvested during the heating season. The ground source thermal mass is accessed by boreholes 220 feet deep which house 3/4 inch diameter pipes containing a solution of water and 25% glycol. The lines are then sized up to 1-1/2 inches and ultimately 2 inch (inside dimension) lines which feed into the building. The system will be designed to accommodate two modes:

1. An ability to reject heat into the ground and
2. An ability to access and absorb heat that is stored in the ground.

~~ARFAi has recently designed a successful Geothermal Exchange System at Heritage Heights located Medicine Hat. The geometry of the building users similar to that which is proposed at Prince of Peace as is the geography and climate. In light of this consideration it is anticipated that the implementation of the Geothermal Exchange System will also be successful at the Prince of Peace site. In order to ensure that the system functions effectively the first season of operation will be the cooling season so that the ground source can be supercharged prior to a subsequent drawdown in the ensuing winter. The heat that is rejected into the thermal mass of the ground will be harvested in this next cold season. The system will be implemented with deep ground loops.~~

~~Energy modeling will be undertaken at regular intervals throughout all of the heating season as it commences and as demand on the system occurs. This modeling will ensure that the system is operating at peak performance and that the ground source thermal mass is taxed at optimized rates.~~

~~REMOVE PICTURE~~



**ENCHARIS COMMUNITY HOUSING & SERVICES SAGE PROPERTIES CORP.**

PRINCE OF PEACE - CONCEPTUAL SCHEME PLAN

285030 LUTHER ROSE BLVD., NORTHEAST CALGARY, AB

**5.3.2 Photovoltaic System**

A Photovoltaic System (PV system) uses solar panels to convert sunlight into electricity. The solar photovoltaic panels collect the energy from the sun and an inverter subsequently takes the DC power that is collected and converts it to AC power. The system proposed for Prince of Peace is the micro inverter system which allows each panel to operate independently of the rest of the photovoltaic panels. Historically if solar shading occurred on a number of panels the system would decrease in efficiency however through the micro inverter system if solar shading occurs; the balance of the panels receiving sunlight continue to generate electricity efficiently. It is anticipated that the power produced by the system will be consumed by the building directly although it will have the potential, and will can be wired to, contribute back to the grid. It is expected that the power produced by the photovoltaic array will continue to be the first utilized in perpetuity as it is on-site produced and as such will be the first engaged. Photovoltaic systems have been proven to be economically viable through lifecycle costing analysis.

Coupled with the geothermal exchange system a photovoltaic system becomes dramatically more efficient. The photovoltaic system will assist in creating 25% COP on the geo-exchange having exponential results.

**5.3.3 Graywater Recycling**

ARFAi has been playing a leadership role in graywater recycling in Alberta. In a recent project in Medicine Hat the plumbing was triple piped to allow for the graywater from vanities and showers to be utilized for the flushing toilets. This results in a savings of one third of the water consumption within the facility. It also results in a reduction of one third of the sewer since his graywater is normally shed directly to the sanitary sewer lines of the municipality. A similar concept of graywater recycling is planned for the development on the Prince of Peace site.

REMOVE PICTURE

**5.3.4 Storm Water Management**

The City of Calgary demands that the storm water during construction be managed to LEED standards. On the Prince of Peace site the same rigorous specifications for erosion and sedimentation control will be implemented. In order to ensure that minimal storm water needs to be managed on the site some of the road and parking environments will be finished in concrete grid pavers allowing storm water to percolate into the ground rather than contributing to runoff which needs to be managed in storm drains. In addition many of the water bodies designed to provide for storm water management will allow for the rainwater to be retained on-site and in turn irrigated to create the required free board for the next rainwater event.

**5.3.5 Electrical Wind Generation**

Current technology exists for aesthetically pleasing small scale wind generators which can effectively be incorporated into the site at Prince of Peace. These technologies will be explored to see if they can effectively augment the photovoltaics planned for the development.



**ENCHARIS COMMUNITY HOUSING & SERVICES SAGE PROPERTIES CORP.**

PRINCE OF PEACE - CONCEPTUAL SCHEME PLAN

285030 LUTHER ROSE BLVD., NORTHEAST CALGARY, AB

**5.3.6 LEED – Leadership in Energy and Environmental Design**

Leadership in Energy and Environmental Design (LEED) is a system for rating the design, construction and operation of high performance of green building, homes and neighborhoods. It was developed by the (USGBC) U.S. Green Building Council which was spearheaded by Robert Watson Founding Chairman LEED Steering Committee. LEED is intended to provide building owners and operators a concise framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions. LEED certification will be pursued for development on the Prince of Peace site.

~~APPENDIX A1 — LAND USE DISTRICT — EXISTING~~~~Land Use District DC11 — Municipal District of Rocky View No. 44~~~~Land Use District DC79 — Municipal District of Rocky View No. 44~~~~Land Use District Multi-Residential — Medium Profile (M2) — City of  
Calgary 1P2007~~

## TABLES

Proposed Land Use District Site Plan

Detailed Proposed Phasing Site Plan

~~Schedule of Accommodations—Existing & Proposed~~

Detailed Proposed Pathway Site Plan

Proposed Aerial Site Development

~~Proposed Project Building Detail Sheets~~

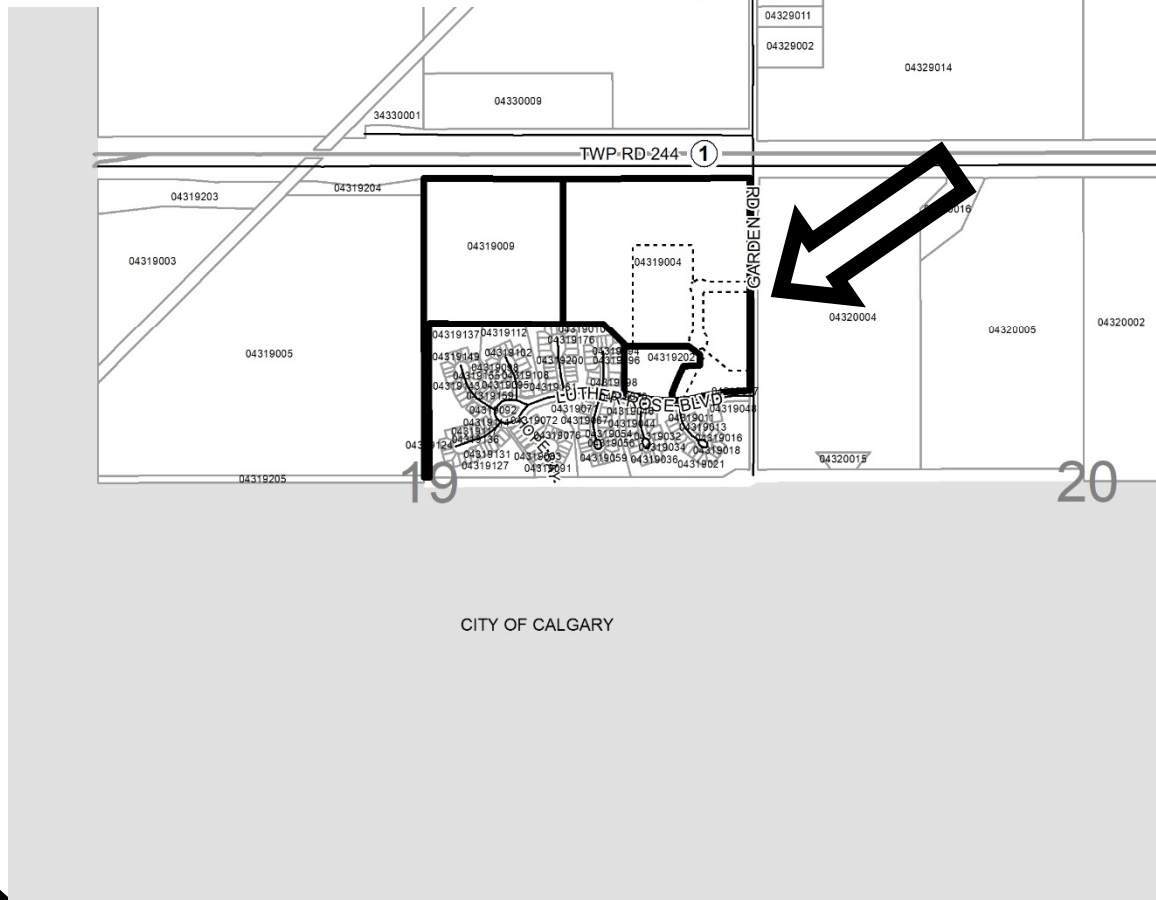
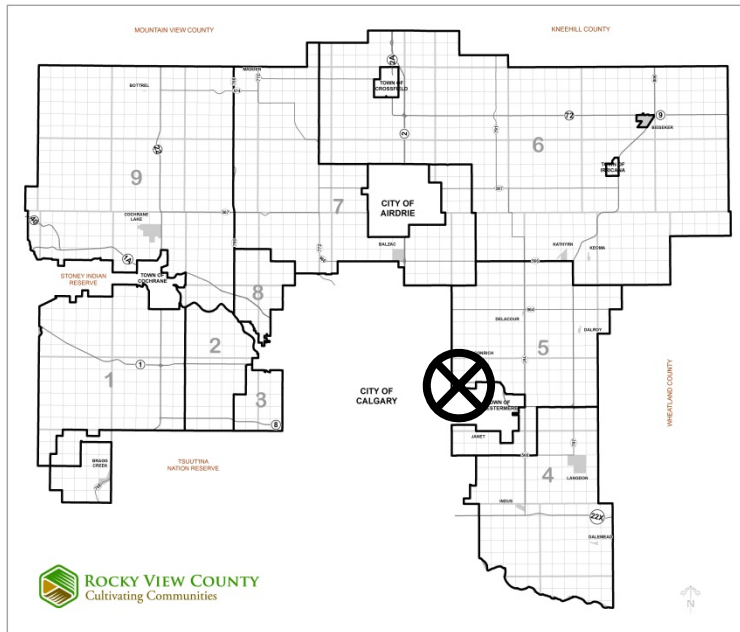


~~Land Title Certificates~~  
~~Registered Documentation~~

~~Colliers Existing Report~~

~~Colliers International Financial Appraisal~~

~~TO BE REMOVED~~



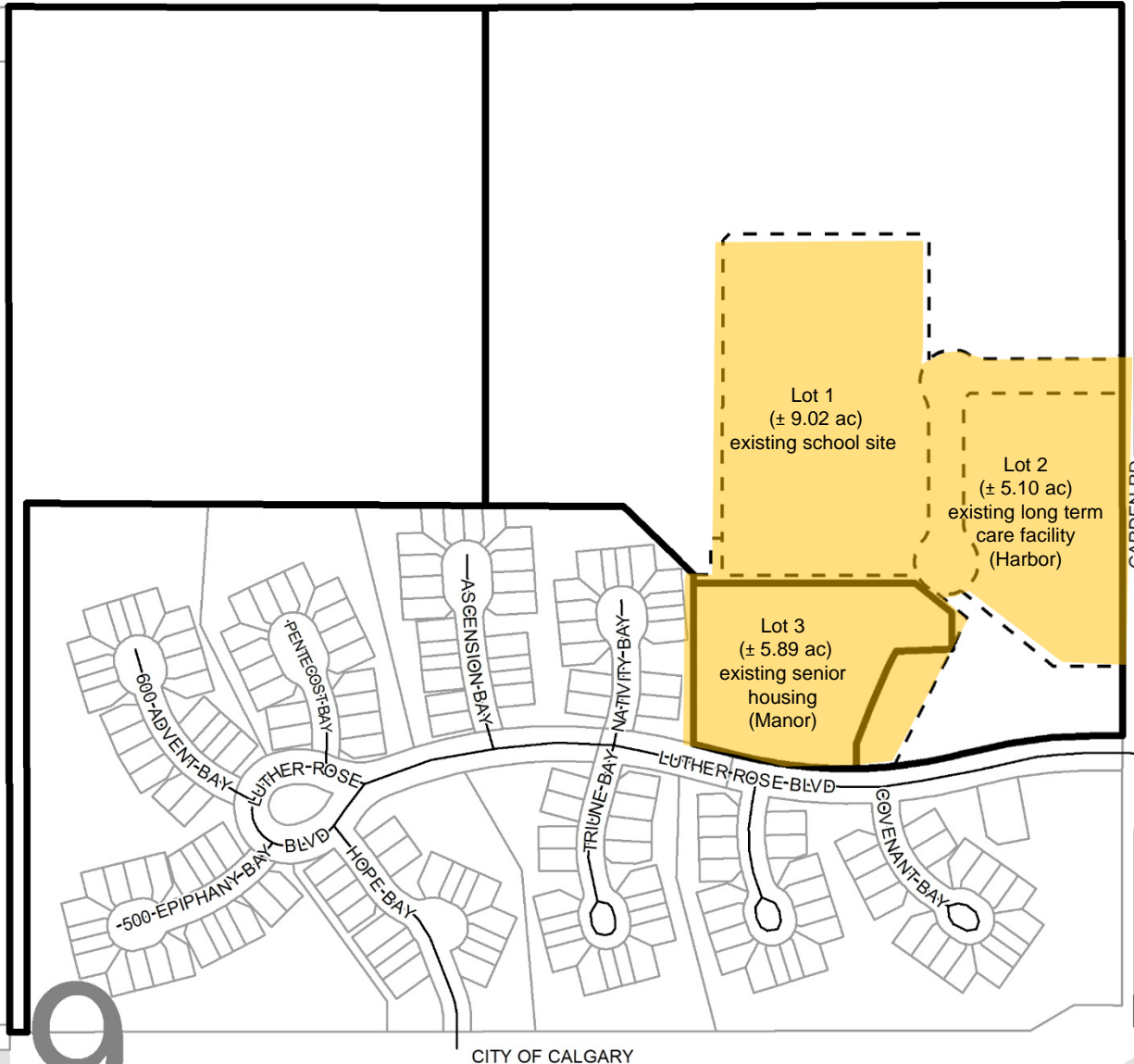
## LOCATION PLAN

A portion of NE-19-24-28-W04M

Date: June 26, 2020Application: PL20200026File: 04319004/9009/9202

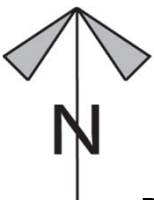
**MSDP Amendment Proposal** - To amend the existing Prince of Peace Master Site Development Plan, in order to create three lots to separate title for the existing three buildings and remainder lands.

TWP RD 244  
(Highway 1)



## DEVELOPMENT PROPOSAL

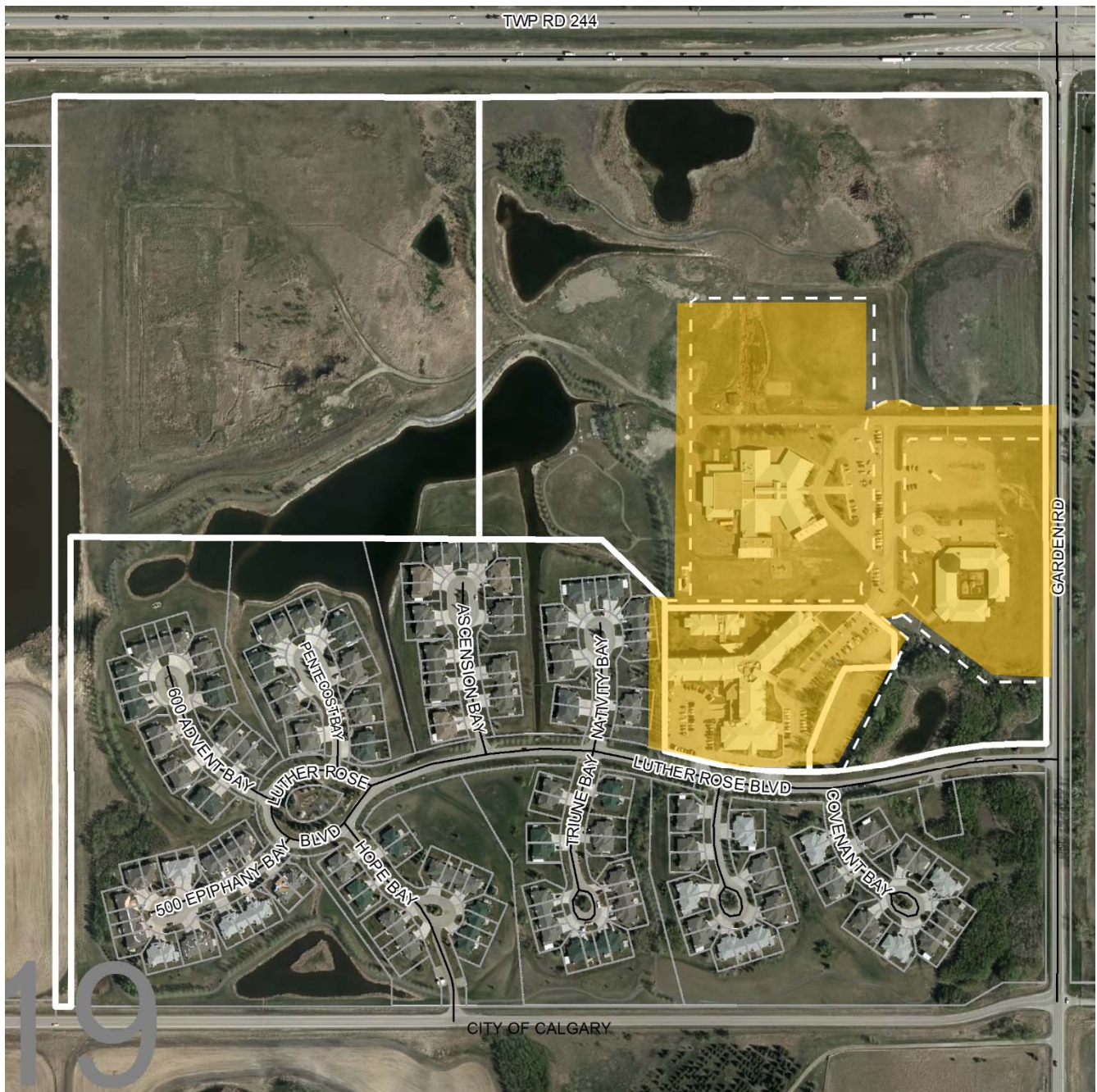
A portion of NE-19-24-28-W04M



Date: June 26, 2020

Application: PL20200026

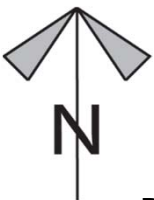
File: 04319004/9009/9202



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

**AIR PHOTO**

*Spring 2018*



A portion of NE-19-24-28-W04M

Date: June 26, 2020

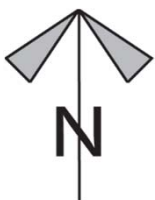
Application: PL20200026

File: 04319004/9009/9202



Existing Prince of  
Peace MSDPProposed  
Amendments to  
Prince of Peace  
MSDP

## PROPOSED AMENDMENTS



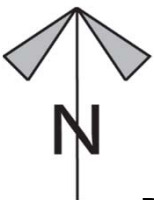
A portion of NE-19-24-28-W04M

Date: June 26, 2020Application: PL20200026File: 04319004/9009/9202





## SITE PHOTOS



A portion of NE-19-24-28-W04M

Date: June 26, 2020

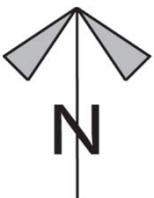
Application: PL20200026

File: 04319004/9009/9202





## SITE PHOTOS

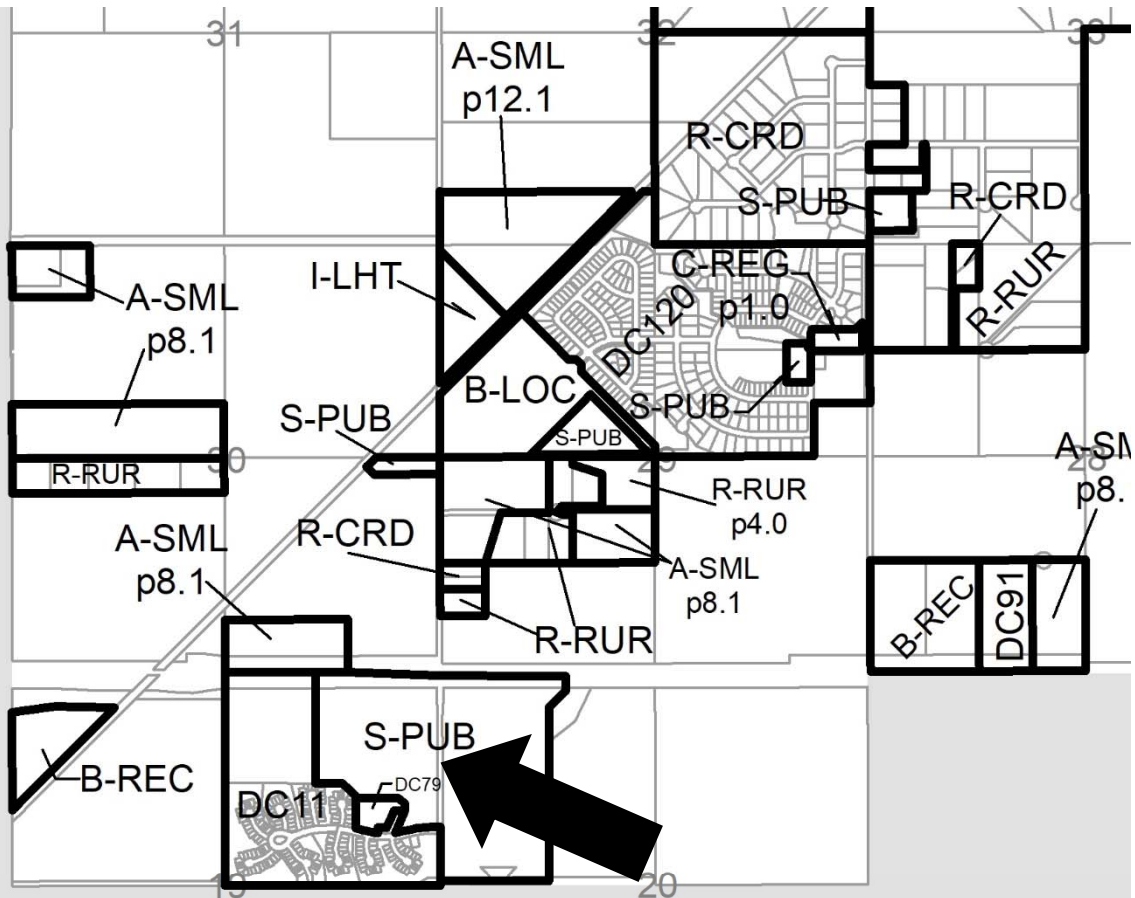


A portion of NE-19-24-28-W04M

Date: June 26, 2020

Application: PL20200026

File: 04319004/9009/9202



CITY OF CALGARY

CITY OF CHESTERMERE

Ranch and Farm	B-1 Highway Business
RF2 Ranch and Farm Two	B-2 General Business
RF3 Ranch and Farm Three	B-3 Limited Business
AH Agricultural Holding	B-4 Recreation Business
F Farmstead	B-5 Agricultural Business
R-1 Residential One	B-6 Local Business
R-2 Residential Two	NRI Natural Resource Industrial
R-3 Residential Three	HR-1 Hamlet Residential Single Family
DC Direct Control	HR-2 Hamlet Residential (2)
PS Public Service	HC Hamlet Commercial
	AP Airport

## LAND USE MAP

A portion of NE-19-24-28-W04M

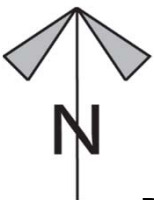
Date: June 26, 2020Application: PL20200026File: 04319004/9009/9202





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*



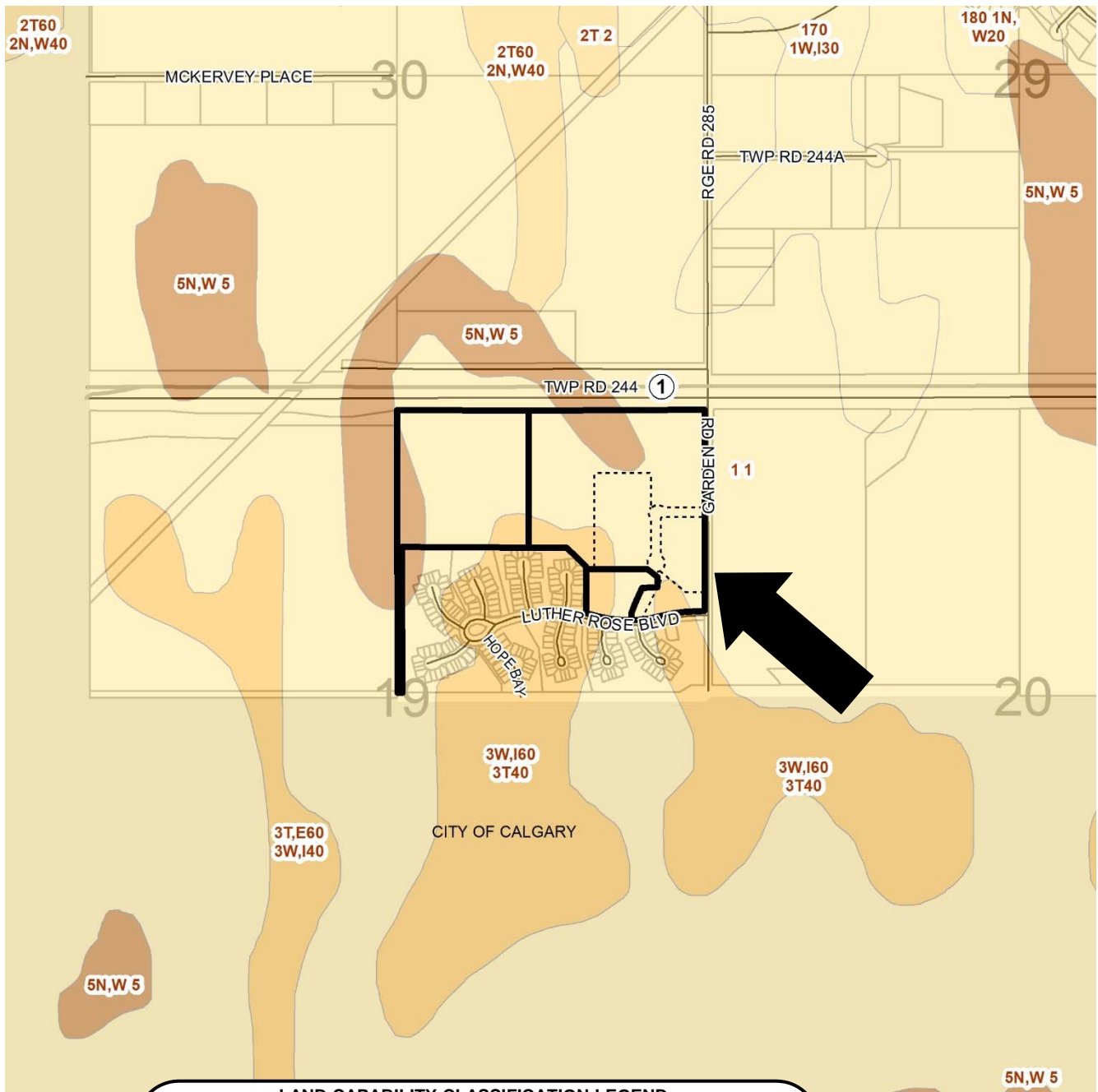
A portion of NE-19-24-28-W04M

Date: June 26, 2020

Application: PL20200026

File: 04319004/9009/9202





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

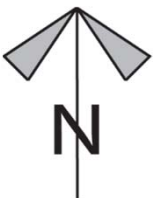
**CLI Class**

- 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**

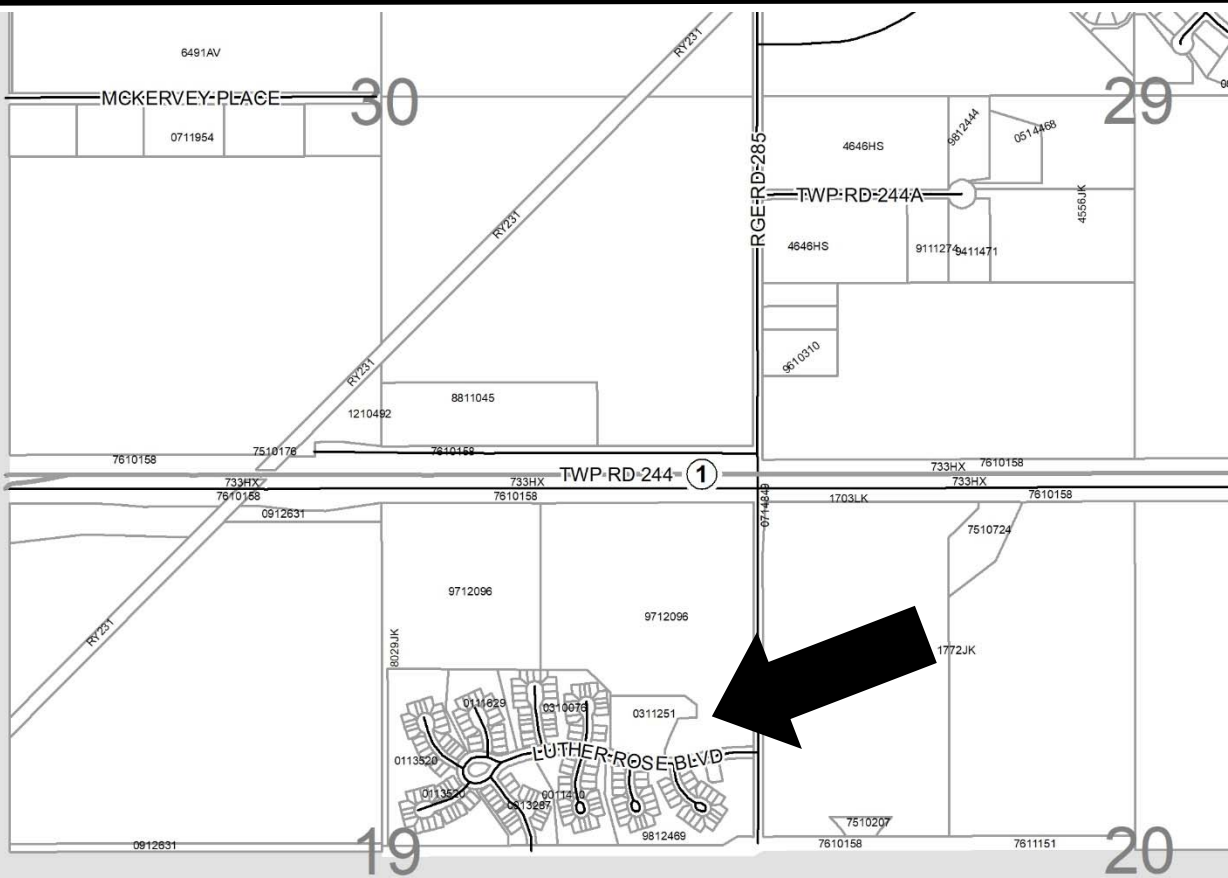


A portion of NE-19-24-28-W04M

Date: June 26, 2020

Application: PL20200026

File: 04319004/9009/9202



CITY OF CALGARY

### 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

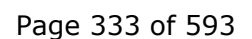
# HISTORIC SUBDIVISION MAP

A portion of NE-19-24-28-W04M

**Date: June 26, 2020**

**Application: PL20200026**

**File: 04319004/9009/9202**



July 28, 2013

Planning & Development Department  
Rocky View County  
911 - 32nd Ave. NE  
Calgary, Alberta  
T2E 6X6

RE: File Number: 04319004/009/2012-RV-174  
Master Site Development Plan (Prince of Peace Development)

To whom it may concern, *Xin Deng*

After experiencing flooding this year in June at the Prince of Peace Village, where we have lived for the past four years, we are requesting a review for EnCharis Community Housing and Services' planned development and expansion north of The Village. We are located in low lying land with many sloughs in the surrounding areas. There is no water drainage. There is danger of flooding and the development of more buildings, roads and parking lots would make the situation worse with potentially disastrous consequences. With the unpredictable weather in Calgary, increased rain and recent flooding in Southern Alberta, there needs be carefully thought into how these lands are developed.

For two weeks in June of this year, Prince of Peace Village had to pump water from Serenity Lake (north of the Village) which was overflowing into the streets and properties of Prince of Peace Village. The water was being pumped into a field west of The Village until that field was full and it was then pumped to a field south of The Village. The Prince of Peace Lutheran School's gymnasium was flooded and the fire department pumped the water from there back into Serenity Lake for many days and nights. The gymnasium was also being sand-bagged to prevent more flooding.

In addition to the flooding issue, there is one access road planned for the large development north of The Village and north of our home. This one access road is planned to be only a few metres from our house and our backyard. This would be extremely disruptive and would affect our standard of living greatly. The plan clearly shows that this road could be placed in other areas where it would be less disruptive to the residents of this village, retired residents who wish to enjoy the quiet neighborhood, the reason for moving to this village.

For these very important reasons and legitimate concerns, we kindly request a thorough review of the "Prince of Peace Development" plans.

Jan & Helena Novotny  
911 Nativity Bay  
Calgary, Alberta  
T1X 1R1

*Helena Novotny*  
*Jan Novotny*



## Subdivision

~~September 29, 2013~~~~Mr. Ben Mercer  
Rocky View County  
Planning & Development  
911 - 32 Ave. NE  
Calgary, AB T2E 6X6~~

RE: File Number 04330001  
Application 2013-RV-089 (Subdivision)  
Division 5

Dear Mr. ~~Mercer~~, *Xin Deng*

We are very concerned about this potential subdivision adjacent to our property for many reasons. The first and main reason for this concern is the lack of storm water drainage in this area. We have experienced severe flooding this June at our residence in Prince of Peace Village. The roads and pathways in the village were flooded for the entire month of June, as well as the gymnasium at the adjacent school. For three weeks, the village had to pump water from Serenity Lake into neighboring farm land. The next reason is that the property next to the proposed subdivision (file 04330009) was flooded and had to be pumped 24 hours a day for two months to finally drain it. Flooding of that property, which is next to Highway #1, was the reason why the village was also so severely flooded. There is no storm water drainage. More buildings and roads will create more problems. To pump water from one land to another is not a solution. Conrich road is a good example of what subdivisions can do.

Just south of us, we see the new construction of a shopping centre where the City of Calgary ensures that the first thing they do is create underground drainage of stormwater and provide drinking water and disposal of sewage which is the proper way of creating a safe environment for everyone. I would be very concerned about any new development in this area until there is proper infrastructure in place to support it, which includes infrastructure be put in place to support the existing developments.

Thank you for your time and consideration of these comments.

Kindest regards,

Jan & Helena Novotny  
911 Nativity Bay  
Calgary, AB T1X 1R1

*Jan + Helena Novotny*

May 5, 2020

Planning Services Department  
Rocky View County  
262075 Rocky View Point  
Rocky View County, AB  
T4A 0X2

To: Mister Xin Deng

Re: Sage Master Site Development Plan

File Number: 04319009/9004/9202

Application Numbers: PL20200026 (MSDP Amendment) and PL20200027 Subdivision

Division: 5

As an owner of a condominium in Prince of Peace Village, I am very concerned about the above applications and possible impact of traffic on Luther Rose Boulevard if these applications are approved for future development, and the plan for access to the triangular property between Lot 2 and Lot 3.

Luther Rose Boulevard is and always has been owned by Prince of Peace Village, and must continue to be used by Prince of Peace residents ONLY. If the above developments are approved, Sage or the new owners must be required to build their own roadway access to the construction sites; no construction vehicles to be allowed access to Luther Rose Blvd. Also any future developments must have their own permanent access road for use by the public – NO access via Luther Rose Blvd.

Sincerely,

Eileen Dagenais  
805 Ascension Bay  
Prince of Peace Village

*Eileen Dagenais  
805 - Ascension Bay  
Prince of Peace Village*

May 5, 2020

Planning Services Department  
Rocky View County  
262075 Rocky View Point  
Rocky View County, AB  
T4A 0X2



To: Mister Xin Deng

Re: Sage Master Site Development Plan

File Number: 04319009/9004/9202

Application Numbers: PL20200026 (MSDP Amendment) and PL20200027 Subdivision

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Luther Rose Boulevard is and always has been owned by Prince of Peace Village, and must continue to be used by Prince of Peace residents ONLY. If the above developments are approved, Sage or the new owners must be required to build their own roadway access to the construction sites; no construction vehicles to be allowed access to Luther Rose Blvd. Also any future developments must have their own permanent access road for use by the public – NO access via Luther Rose Blvd.

Sincerely,

Nino and Marianne Campitelli  
535 Epiphany Bay  
Prince of Peace Village

**Xin Deng**

---

**From:** Ronald Pieters [REDACTED]  
**Sent:** April 23, 2020 2:22 PM  
**To:** Xin Deng  
**Subject:** [EXTERNAL] - Rocky View County/Sage Master Site Plan Letter

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Do not open links or attachments unless sender and content are known.

Dear Mister Xin Deng,

My Name is Ronald Pieters and I live in the Prince of Peace Village at 123 Covenant Bay, my main concern is that in the plans for the Chestermere – Calgary Corridor it was indicated that the Garden Road would be closed off and all traffic of our Village and later from the new developments must go via the Garden Road to the extended Memorial Drive and from there to the 16<sup>th</sup> Ave NE.

If that happens, we need traffic lights at Luther Rose Boulevard to get in and out of the Village.

Also, I must remind you that there is no public transportation anywhere close to this area, unless you walk over 8<sup>th</sup> Ave NE to 84<sup>th</sup> Street NE to catch the 440, which serves Chateau Estates/Franklin. At a certain age and with possible disabilities when you are not allowed to drive anymore, everyone in this situation relies then on neighbours or family to bring them some where.

Thanks for your effort in this matter,  
Ronald Pieters.

Sent from [Mail](#) for Windows 10



May 7, 2020

Jacob and Leona Janzen  
507 Epiphany Bay  
Calgary, Ab.  
T1X 1G6

Planning Services Department  
Rocky View County  
262075 Rocky View Point  
Rocky View County, Ab  
T4A 0X2

**Re: File Number 04319009/9004/9202**  
**Application Number PL20200026 and PL20200027**

**Attn: Xin Deng**

While not opposed to the subject applications in principle, we do have concerns regarding Application PL20200027.

**Subdivision PL20200027**

**A separate access road to access the proposed Lots 1 & 2 and the expanded Lot 3 must be a requirement for the subdivision approval.** In 2003 a subdivision of 4.7 acres (a portion of Lot 3) was created to accommodate the construction of the Prince of Peace Manor. At that time the MD of Rocky View required an access from the new parcel to a municipal road and the easement 031143480 was placed on the adjacent property to access 100 St and Luther Rose Blvd. to meet that requirement.

At that time all the lands comprising the Prince of Peace Village (Condominium Plan No. 9812469) and the lands for which subdivisions have now been applied for were in direct ownership of the Lutheran Church of Canada Alberta British Colombia District and were subsequently transferred to Encharis, a newly formed arm of the church. It is apparent to have been assumed the ownership of the entire community would remain as such with no consideration given to possible changes in ownership as the village was a Life Lease community owned and operated by them. However, in 2009 the holders of the Life Leases were given the opportunity to take Freehold Titles (ownership) with somewhat more than 50% availing themselves of the offer. Transfers were completed in 2010 and the number increased as Leasehold properties changed hands and others chose to take title.. Subsequently when Encharis (virtually the LCC Alberta BC District) declared "Insolvency" the remaining holders of

Life Leases were required to assume title to their homes. This has resulted in a 100% ownership of the village now being in the name of individuals. This has changed the dynamics of the original village community whereby it became an entirely separate entity with no affiliation to the original owners and now the new owners, Sage Properties. This has become troublesome in the last 2/3 years as they are the supplier of water and sewer services.

With this application the new owners of the property are proposing an expansion of Lot 3 from 4.7 acres to 5.91 acres to accommodate the possible construction of another senior facility or an expansion of the existing manor. Such an expansion will create a significant increase in traffic on Luther Rose Blvd. which is on Prince of Peace Village property and is owned and maintained by the Village owners. When a new County Access road to the expanded Lot 3 is constructed, the Village should no longer be required by way of an easement to supply and maintain an access in perpetuity to that parcel. **Therefore, easement 031143480 should be removed as a condition of the subdivision.**

The Prince of Peace Village is occupied entirely by seniors of which many are elderly women living alone. The security of the village is becoming a worrisome issue for many residents and in the not too distant future the residents may want to create a gated community. This would be difficult if not impossible to achieve if this access easement is not removed. If the Luther Rose Blvd. access was gated the emergency accessibility would have to be maintained. It is my understanding a proposal was put forward to Sage Properties that if the existing access easement was removed an agreement could be put in place for the owners of Lot 3 to continue to use Luther Rose Blvd. for an emergency access.

It should be also be noted that over the years subdivision approvals have been granted access to municipal roads by way of pan handles, municipal road leases, easements, etc. and many times years later when situations change these access agreements cause problems. The easement Sage currently holds on Luther Rose Blvd. is certainly one of those troublesome agreements.

Thank you, Jacob and Leona Janzen



Condominium Corporation No: 9812469  
285030 Luther Rose Blvd., Calgary, AB T1X 1M9

Via email to [xdeng@rockyview.ca](mailto:xdeng@rockyview.ca)

Xin Deng  
**Rocky View County**  
262075 Rocky View Point  
Rocky View County, AB T4A 0X2

May 7, 2020

**Re: File Number 04319009/9004/9202**  
**Application Numbers PL20200026 (MSDP Amendment) and**  
**PL20200027 (Subdivision)**

Dear Ms. Deng,

Please accept this letter from the Board of Condominium Corporation No. 9812469 (the "Prince of Peace Village"), which owns property adjacent to the subject property. For these Applications, the Board also represents our condominium unit owners.

We write to support the Applications, and to request specific adjustments.

**Landlocked Manor Lot – Easement**

Luther Rose Boulevard is a private road. It was created to serve our property. In 2003, the original Manor Lot was created by subdivision. Because it was landlocked, the County imposed a condition requiring an easement agreement giving the Manor Lot access over part of Luther Rose Boulevard.

**Problematic Traffic**

Unfortunately, in waves through the day, fast-driving parents from the School on the subject property cut through the Manor Lot. This traffic, plus the Manor Lot's large vehicle traffic, endangers our elderly pedestrians. The weight of the large vehicles also causes excess wear and tear to the pavement on Luther Rose Boulevard.

We seek the County's help in bringing these unwelcome uses to an end.

**New Manor Lot**

Our goal is to now separate our property and the subject property as much as possible. The Tentative Plan replaces the Manor Lot with a larger New Manor Lot. It will have access to a new internal public road. As the New Manor Lot will no longer be landlocked, access to Luther Rose Boulevard is not needed. We ask the Subdivision Authority to:

1. Close the accesses from the New Manor Lot to Luther Rose Boulevard.
2. In the alternative, close one access, and restrict the other to emergency vehicles.

**New Public Road – Interface to Garden Road**

To ensure parents, delivery drivers and new traffic from future development are not tempted to use Luther Rose Boulevard, we ask the Subdivision Authority to mandate *very convenient interface* between the new public road and Garden Road. Please require a separate left turning lane, and pay particular attention to stacking and signal timing.

**Cost**

We have borne all costs for Luther Rose Boulevard to date. This is not sustainable. Should the Subdivision Authority require any access from the New Manor Lot to Luther Rose Boulevard, we ask for a subdivision condition requiring registration of a new easement agreement providing for:

1. Contributions from the New Manor Lot to the repair, maintenance and insurance of Luther Rose Boulevard.
2. Restrictions on the use of Luther Rose Boulevard to reduce damage to the pavement (e.g.: seasonal restrictions, restrictions on vehicle type and weight).

**Pond Lot**

The Tentative Plan shows a standalone Pond Lot at the south-east corner of the subject property. It should access only the new public road.

**Closing**

Thank-you for considering our submissions and requests. Kindly keep us apprised of hearings on these Applications so that we may attend to make submissions in person.

Yours truly,

Allan Brausse





## PLANNING AND DEVELOPMENT SERVICES

<b>TO:</b>	Council	<b>DIVISION:</b>	6
<b>DATE:</b>	September 1, 2020	<b>APPLICATION:</b>	PRDP20200545
<b>SUBJECT:</b>	Development Permit Application: <i>Solar Farm</i>	<b>FILE:</b>	08103010

### POLICY DIRECTION:

This property does not fall under any approved Area Structure Plan or Intermunicipal Development Plan. The application was assessed in accordance with the Land Use Bylaw.

### EXECUTIVE SUMMARY:

The purpose of this application is to obtain approval for a Development Permit for a Solar Farm, placement of two officer/site trailers and signage. The subject lands are designated as Ranch and Farm District (RF) wherein, for Solar Farms, Council shall be responsible for the issuance of Development Permits for the lands in accordance with section 43.15 of the Land Use Bylaw.

The subject lands consist of  $\pm 32.37$  hectares ( $\pm 80.00$  acres), which are currently undeveloped.

The application is consistent with the provisions of the Land Use Bylaw and all technical requirements are addressed through the proposed conditions as set out in Attachment 'A'.

### ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with the Attachment 'A'.

<b>Application Date:</b> March 5, 2020	<b>Applicant/Owner:</b> 1867559 Alberta Ltd.
<b>Legal Description:</b> Lot:1 Block:1 Plan:0713500, SW-03-28-26-W04M	<b>General Location:</b> 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.
<b>Land Use Designation:</b> Ranch and Farm District (RF)	<b>Gross Area:</b> $\pm 32.37$ hectares ( $\pm 80.00$ acres)

### PROPOSAL:

The proposal is for a Solar Farm, placement of two office/site trailers and signage.

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 Applicant provided a project description which indicates that the proposed Solar Farm will be about 17,000 panels, each about 1.00 metre (3.28 ft.) by 2.00 metres (6.56 ft.) 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

### Administration Resources

Jessica Anderson, Planning and Development Services



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 (AUC) regulates power generation facilities such as these. The Applicant indicates that they have submitted their application to the AUC as well as applications to other regulatory bodies, such as Alberta Environment and Parks.

A land use application was approved February 25, 2020 to add the subject lands to the Solar Farm use in the Ranch and Farm District.

#### HISTORY:

- |                          |  |
|--------------------------|--|
| <b>February 25, 2020</b> | Council approved a redesignation application to add Solar Farm as a use for the subject parcel in the Ranch and Farm District to facilitate the proposed development (PL20180057).   |
| <b>July 10, 2007</b>     | Plan 0713500 was registered creating the subject 80.00 acre parcel with a 70.00 acre remainder (2006-RV-434).  |
| <b>February 6, 2009</b>  | 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). |
| <b>July 17, 1963</b>     | Plan 2089 JK was registered creating a 10.00 acre parcel with a 150.00 acre remainder.   |

#### BACKGROUND:

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.

#### 43.10 Discretionary Uses

*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).*

#### *Signs*

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.)*



- Per the submission package, a minimum 30.00 m (98.42 ft.) setback will be maintained from Rge. Rd. 263. All other boundaries are adjacent to parcels (not road allowance).

*(b) Notwithstanding 43.15 a), the Development Authority may required 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.*

- The adjacent parcel to the west is designated Ranch and Farm, but is included in the existing gravel operation on the west three quarters. The proposal is not expected to unduly interfere with adjacent properties so no additional setback will be requested at this time.

*(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.*

- 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 15.00 m (49.21 ft.). Engineering Services has reviewed the memo and has no further concerns at this time.
- As a permanent condition, the Applicant will be required to obtain all necessary approvals from AEP for the disturbance/loss of the onsite wetlands.

*(ii) Noise Impact Assessment.*

- 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.
- Administration has reviewed the Assessment and has no further concerns at this time.

*(iii) Erosion and Sediment Control Plan.*

- Prior to issuance, 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.

*(iv) Decommissioning Plan.*

- Prior to issuance, the Applicant will be required to provide a Decommissioning Plan.



*(v) Emergency Response Plan.*

- The Applicant provided an Emergency Response Plan for the site providing details of all emergency response measures for the proposed solar farm operation and construction.
- Prior to issuance the submitted plan shall be reviewed and approved by Fire Services.

*(vi) Construction Management Plan.*

- Prior to issuance, 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.

*(vii) Landscaping Plan.*

- Prior to issuance, the Applicant will be required to submit a landscaping plan, to demonstrate sufficient screening from adjacent agricultural lands and the existing dwelling to the south.
- The Application indicates that the site will be fenced with a 2.43 m (8.00 ft.) chain link fence, with 3 strand barbed wire.
  - This requires a 22% variance to the fence maximum height requirement from 2.00 m (6.56 ft.) to 2.44 m (8.00 ft.).

*(d) Landscaping shall be provided in accordance with a Landscape Plan, to be submitted to the Municipality upon application for t 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.*

- Prior to issuance, the Applicant will be required to submit a landscaping plan in accordance with this section and noted above

*(e) The County Council shall be responsible for the issuance of the Solar Farm Development Permit(s) for the listed use.*

- The application is presented to Council for consideration.

**Transportation & Access**

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. Prior to issuance, the Applicant is required to pay the Transportation Off-site Levy in accordance with Bylaw C-8007-2020 for the total gross acreage of the lands proposed to be developed. In accordance with





Bylaw C-8007-2020, the estimated levy payment is \$134,174.00 (29.20 acres x \$4,595.00 per acre). Parking is provided on site with three spaces available for staff. No public parking is required.

#### 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.

#### **POLICY DIRECTION:**

This property does not fall under any approved Area Structure Plan or Intermunicipal Development Plan. The application was assessed in accordance with the Land Use Bylaw.

#### **INSPECTOR'S COMMENTS:**

- Inspection date: April 3, 2020
  - Site had some sort of utility infrastructure on the Eastern part of the parcel fenced off with barbed wire.
  - Other than that utility development the parcel is completely bare.
  - There is a locked gate at the entrance.
  - No issues with the development at this time.
  - Small sign on post at entrance indicating the parcel is a "Lynx Energy" site

#### **CONCLUSION:**

The application is consistent with the requirements of the Land Use Bylaw and County Servicing Standards. All technical requirements are addressed through the proposed conditions as set out in Attachment 'A'.

#### **OPTIONS:**

- Option #1: THAT Development Permit No. PRD20200545 be approved with the conditions noted in Attachment 'A'.
- Option #2: THAT Development Permit No. PRD20200545 be refused as per the reasons noted (as determined by Council).



Respectfully submitted,

Concurrence,

“Theresa Cochran”

“Al Hoggan”

---

Executive Director  
Community Development Services

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Chief Administrative Officer

**APPENDIX:**

Appendix 'A' – Development Permit Conditions  
Appendix 'B' – Application Referrals  
Appendix 'C' – Map Set



## Appendix 'A' – Development Permit Conditions

### Description:

- 1) That a Solar Farm, placement of two office/site trailers and signage, may commence on the subject lands in accordance with the application and site plans prepared by WSP, Project No. 191-07538-00, dated September 27, 2019 as submitted with the application and includes:
  - i. placement of two office trailers;
  - ii. installation of 17,000 panels;
  - iii. site grading (*as required and in accordance with the site plans provided*); and,
  - iv. installation of one freestanding sign (*details to be provide prior to installation*).
- 2) That the proposed office trailers shall comply with the required land setbacks as per Section 43 of the Land Use Bylaw.
- 3) That the maximum height requirement for the perimeter fencing is relaxed from **2.00 m (6.56 ft.) to 2.44 m (8.00 ft.)**.

### Prior to Issuance:

#### Payments and Levies:

- 4) 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 and that the contribution, if accepted, is \$23,360.00 calculated at \$800.00 per acre for 29.20 acres.
- 5) That prior to issuance of this permit, the Applicant/Owner shall to pay the Transportation Off-Site Levy in accordance with bylaw C-8007-2020 for the total gross acreage of the lands proposed to be developed.
  - i. The Applicant shall provide a Site Plan confirming the total development area for the calculation.

#### Site Developability:

- 6) That prior to issuance of this permit, the Applicant/Owner shall submit a Lighting Plan, in accordance with Section 27 of the Land Use Bylaw, detailing the proposed building and site lighting for the development. The lighting plan shall be compliant with the County's dark sky lighting regulations, conserve energy, reduce glare and minimize light trespass onto surrounding properties.
- 7) That prior to issuance of this permit, the Applicant/owner shall submit a revised Site Plan, identifying any required outdoor storage areas onsite, if required, to the satisfaction of the County.
- 8) That prior to issuance of this permit, the Applicant/Owner shall 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.
- 9) That prior to issuance of this permit, the Applicant/Owner shall submit an Erosion & Sedimentation (ESC) Plan, prepared by a qualified professional, providing the ESC measures to be implemented during the development of the subject lands, in accordance with County Servicing Standards.



- 10) That prior to issuance of this permit, the submitted Emergency Response Plan shall be reviewed and accepted by the County, in accordance with County policies.

*Transportation:*

- 11) That prior to issuance of this permit, the Applicant/Owner shall contact County Road Operations to discuss 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.
  - i. Written confirmation shall be received from County Road Operations confirming the status of this condition. Any required agreement or permits shall be obtained unless otherwise noted by County Road Operations.

**Prior to Occupancy**

- 12) That prior to site occupancy, the Applicant/Owner shall submit Built to Design Certificates and as-built drawings, certified by a professional engineer. The as-built drawings shall include: verification of as-built on-site stormwater management facilities, and any other information that is relevant to the approved Site-Specific Stormwater Implementation Plan onsite, to the satisfaction of the County.
  - i. Following receiving the as-built drawings from the consulting engineer, the County shall complete an inspection of the site to verify stormwater has been completed as per the approved designs.
- 13) That all landscaping and final site surfaces shall be in place prior to occupancy of the site.
  - i. That should permission for occupancy of the site be requested during the months of October through May inclusive, occupancy may be allowed without landscaping and final site surface completion provided that an Irrevocable Letter of Credit in the amount of 150.00% of the total cost of completing all the landscaping and final site surfaces shall be placed with Rocky View County to guarantee the works shall be completed by the 30th day of June immediately thereafter.

**Permanent:**

- 14) That sanitary sewage shall be contained in pump out tanks and transported off-site to an approved waste water receiving facility for disposal.
- 15) That potable water shall be supplied via water cistern utilizing a trucked service.
- 16) That all landscaping shall be in accordance with the approved Landscape Plan. Vegetation types should be selected to endure the required storm water irrigation from May to September.
- 17) That no potable water shall be used for landscaping or irrigation purposes. Water for irrigation and landscaping shall only be supplied by the re-use of stormwater.
- 18) That the Applicant/Owner shall be responsible for irrigation and maintenance of all landscaped area including the replacement of any deceased trees, shrubs or plants within 30 days or by June 30<sup>th</sup> of the next growing season.
- 19) That water conservation strategies shall be implemented and maintained at all times.
- 20) That all outside storage of materials, products and equipment shall be limited to the area(s) indicated on the approved site plan.
- 21) That the garbage container shall be screened from view from all adjacent properties and public thoroughfares, in accordance with the submitted site plan. The garbage and waste material on site shall be stored in weatherproof and animal-proof containers located within buildings or adjacent to the side or rear of buildings.



- 22) That the approved signage shall be kept in a safe, clean and tidy condition at all times.
- 23) That no temporary signs shall be placed on the site at any time except any temporary signs required during development or building construction.
- 24) There shall be no parking of any kind along the adjacent County Road System.
- 25) That dust control shall be maintained on the site during construction, and that the developer shall take whatever means necessary to keep visible dust from blowing onto adjacent lands.
- 26) That the facility shall maintain and display a distinct municipal address in accordance with the County Municipal Addressing Bylaw (Bylaw C-7562-2016), for the facility, to facilitate accurate emergency response.
- 27) That all on-site lighting shall be dark sky (fully shielded or cut-off), 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 demonstrate lighting designs that reduces the extent of spill-over glare, and eliminates glare as viewed from nearby residential properties.
- 28) That three parking stalls shall be maintained on-site at all times for staff including barrier free stalls as required by the Alberta Building Code.
- 29) That any plan, technical submission, agreement, matter or understanding submitted and approved as part of the application, in response to a prior to issuance or occupancy condition, shall be implemented and adhered to in perpetuity including, but not limited to:
  - i. Noise Impact Assessment prepared by Stantec Engineering dated December 2019;
  - ii. Conceptual Stormwater Management Plan prepared by Summit dated July 2019;
  - iii. Vegetation Wetlands Characterization Memo prepared by Stantec dated July 30, 2019;
  - iv. Required Construction Management Plan; and,
  - v. Required Erosion & Sedimentation (ESC) Plan.

**Advisory:**

- 30) 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.
- 31) That the site shall be maintained in compliance with County Bylaw No. C-7690-2017, the "Nuisance and Unsightly Property Bylaw", at all times. Any debris or garbage generated on the site shall be stored/placed in garbage bins and disposed of at an approved disposal facility.
- 32) That the County Bylaw No. C-5772-2003, the "Noise Bylaw", and No. C-8065-2020, the "Road Use Agreement Bylaw," shall be adhered to at all times.
- 33) That the site shall remain free of restricted and noxious weeds and maintained in accordance with the Alberta Weed Control Act [Statutes of Alberta, 2008 Chapter W-5.1, December 2017].
- 34) That a Building Permit and applicable subtrade permits, for the trailers, shall be obtained through Building Services, prior to any construction taking place.  
  
*Note: That the subject development shall conform to the National Energy Code 2017, with documentation/design at Building Permit, if applicable. A Declaration of Use must be filled out and signed under a New Farm Location Permit, or a Building Permit will be required.*
- 35) That any other federal, provincial or County permits, approvals, and/or compliances, are the sole responsibility of the Applicant/Owner.





ROCKY VIEW COUNTY

- i. That the Applicant/Owner shall obtain any required Alberta Utilities Commission (AUC) and Alberta Electric Systems Operator (AESO) approval(s).
- 36) That if the development authorized by this Development Permit is not commenced with reasonable diligence within twelve (12) months from the date of issue, and completed within twenty-four (24) months of the issue, the permit is deemed to be null and void, unless an extension to this permit shall first have been granted by the Development Officer.
- 37) That if this Development Permit is not issued by **APRIL 30, 2021**, or by an 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 Parks approvals/compensation if any wetland is impacted by the development on the said land.**

Option 2: (this would not allow the proposed development)

REFUSAL, for the following reasons:



## Appendix 'B' – Application Referrals

### Alberta Health Services (April 8, 2020)

- I would like to confirm that Alberta Health Services, Environmental Public Health has received the above-noted application. At this time we do not have any concerns with the information as provided. Please refer to our comments on a previous land use application (PL20180057) for the subject property, dated November 21, 2019, which you will find attached.

### Building Services Review (April 14, 2020)

- Prior to Issuance-development to determine the number of parking stalls required to determine any barrier free stall locations.
- Advisory condition- Applicant is required to submit a Building permit application using our industrial/commercial/institutional checklist-  
[https://www.rockyview.ca/Portals/0/Files/BuildingPlanning/Building/checklists/Commercial-Industrial-Institutional\\_Checklist.pdf](https://www.rockyview.ca/Portals/0/Files/BuildingPlanning/Building/checklists/Commercial-Industrial-Institutional_Checklist.pdf)
- The drawings and information listed in the checklist from items 1-11 (as applicable) shall be submitted as part of the Building permit application in a complete and satisfactory manner.

### Alberta Transportation (April 9, 2020)

- It appears from the information provided, the proposed development is outside the development control limits (>800 metres from Highway 9) as prescribed in the *Highways Development and Protection Act, Highways Development and Protection Regulation*. Therefore, Alberta Transportation has no objections or concerns and a roadside development application and subsequent permit from Alberta Transportation will not be required.

### Agricultural Services Review (April 14, 2020)

- As noted in their application and if approved, the Agricultural Boundary design Guidelines will play a critical role in buffering the proposed development from the agricultural land uses surrounding the parcel. The guidelines would help mitigate areas of concern including: trespass, litter, pets, noise and concern over fertilizers, dust & normal agricultural practices.

### Operational Services Review (April 3, 2020)

Utility Services: No Concerns.

### Planning and Development Services - Engineering Review (May 05, 2020)

#### **General**

- The review of this file is based upon the application submitted.
- Prior to issuance, 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.
- The applicant provided an emergency response plan for the site providing details of all emergency response measures for the proposed solar farm operation and construction.
- 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.

**Geotechnical** - Section 300.0 requirements:

- Engineering does not have any concerns at this time.

**Transportation** - Section 400.0 requirements:

- Prior to issuance, the applicant is required to pay the Transportation Off-site Levy in accordance with bylaw C-7356-2014 for the total gross acreage of the lands proposed to be developed. In accordance with bylaw C-7356-2014, the estimated levy payment is \$134,174 (29.2 acres x \$4,595 per acre).

**Sanitary/Waste Water** - Section 500.0 requirements:

- The applicant is responsible for ensuring proper sewage servicing is provided for the subject land.
- Engineering recommends the use of holding tanks with a trucked service for commercial and industrial applications.

**Water Supply And Waterworks** - Section 600.0 & 800.0 requirements:

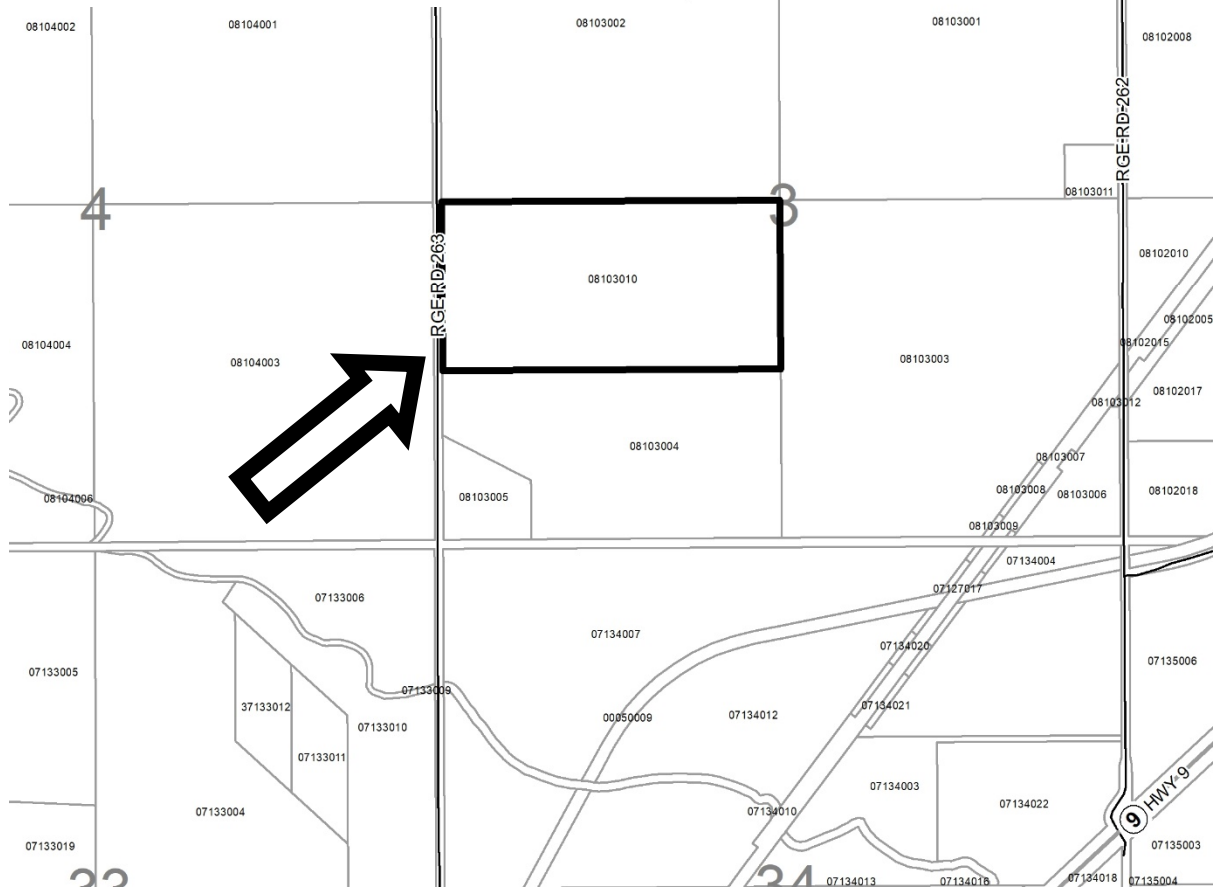
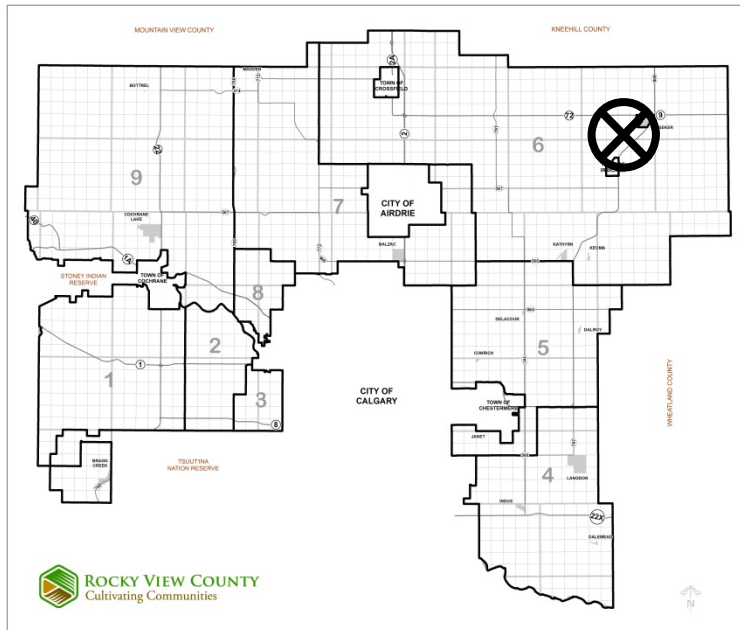
- The applicant is responsible for ensuring proper water servicing is provided for the subject land.
- Engineering recommends the use of cistern tanks for potable water supply for non-residential uses including commercial and industrial uses.

**Stormwater Management** – Section 700.0 requirements:

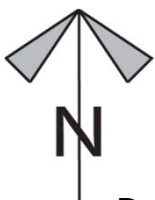
- The applicant provided a conceptual Stormwater Management Plan for the proposed development prepared by Summit dated July 2019, which proposes the use of two stormwater detention ponds to service the proposed development during construction with the ability to reduce to one post construction. The memo 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.
- Prior to issuance, 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.

**Environmental** – Section 900.0 requirements:

- 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 permanent condition, the applicant will be required to obtain all necessary approvals from AEP for the disturbance/loss of the onsite wetlands.



LOCATION PLAN

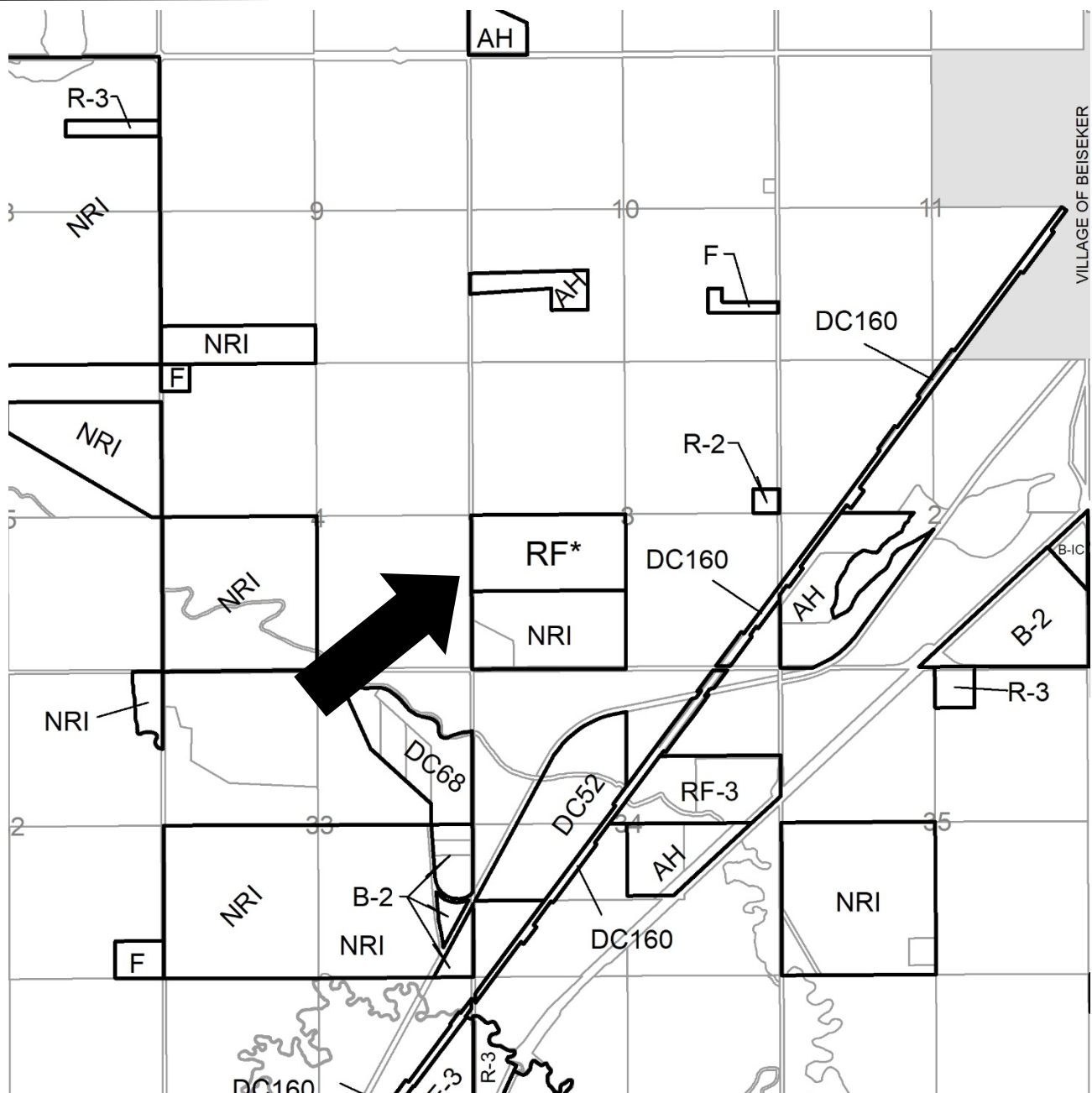


SW-03-28-26-W04M  
Lot: 1 Block: 1 Plan: 0713500

Date: June 23, 2020Application: PRDP20200545File: 08103010







RF2	Ranch and Farm	B-1	Highway Business
RF3	Ranch and Farm Two	B-2	General Business
RF3	Ranch and Farm Three	B-3	Limited Business
AH	Agricultural Holding	B-4	Recreation Business
F	Farmstead	B-5	Agricultural Business
R-1	Residential One	B-6	Local Business
R-2	Residential Two	NRI	Natural Resource Industrial
R-3	Residential Three	HR-1	Hamlet Residential Single Family
DC	Direct Control	HR-2	Hamlet Residential (2)
PS	Public Service	HC	Hamlet Commercial
		AP	Airport

## LAND USE MAP

SW-03-28-26-W04M

Lot: 1 Block: 1 Plan: 0713500

**Date: June 23, 2020**

**Application: PRDP20200545**

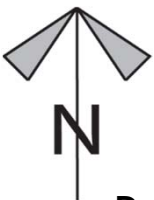
**File: 08103010**



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

Date: June 23, 2020

Application: PRDP20200545

File: 08103010

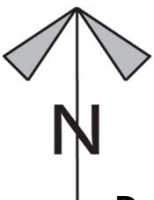




Note: Post processing of raw aerial  
photography may cause varying degrees  
of visual distortion at the local level.

**AIR PHOTO**

*Spring 2018*

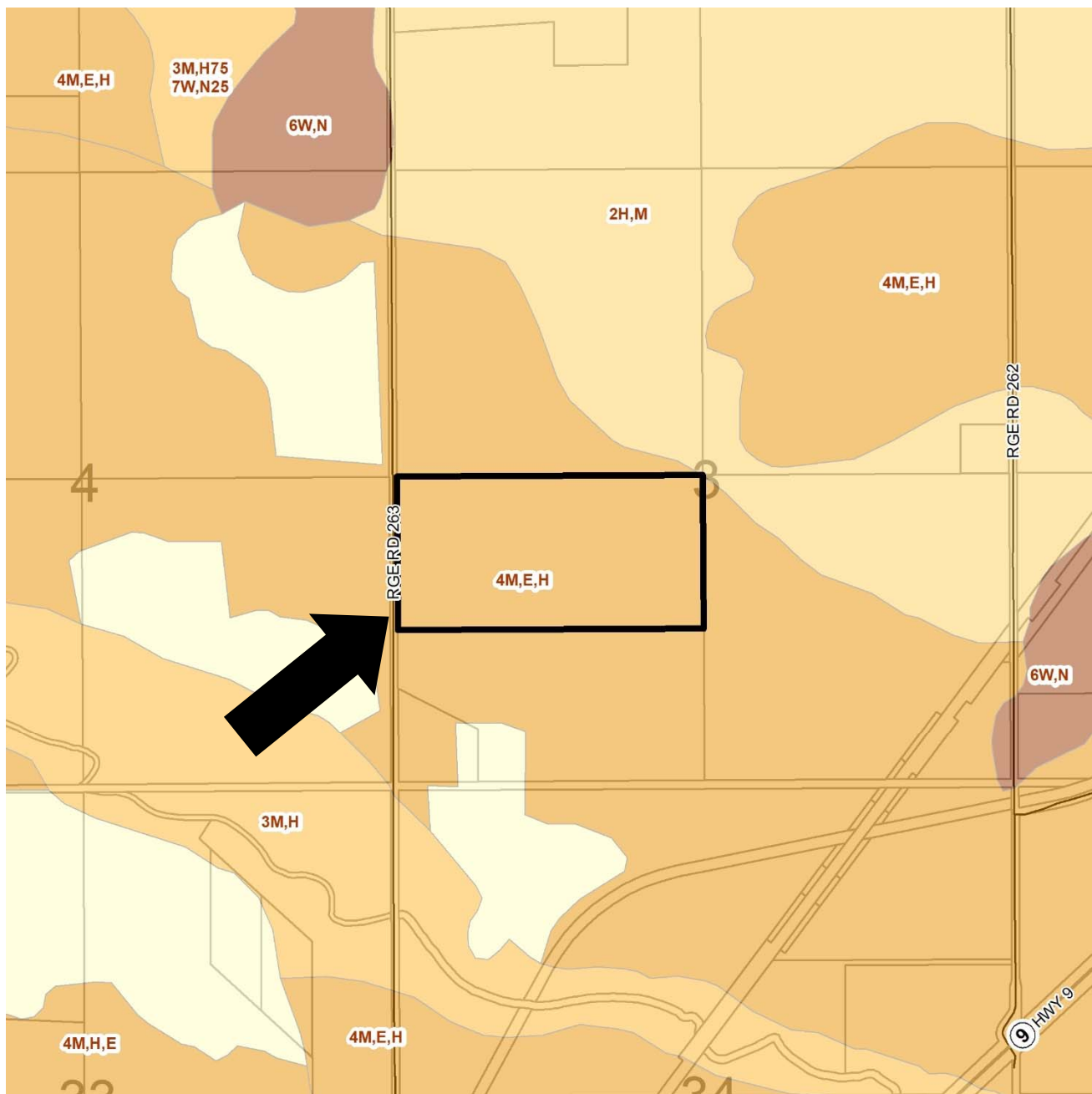


SW-03-28-26-W04M  
Lot: 1 Block: 1 Plan: 0713500

Date: June 23, 2020

Application: PRDP20200545

File: 08103010



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

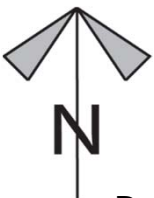
**CLI Class**

- 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**



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

Date: June 23, 2020

Application: PRDP20200545

File: 08103010

**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

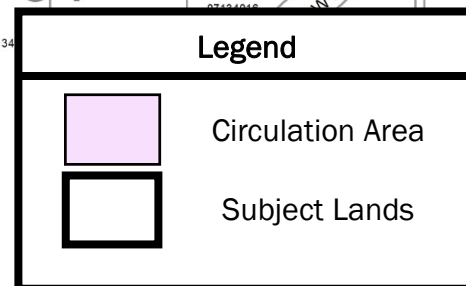
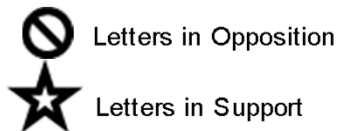
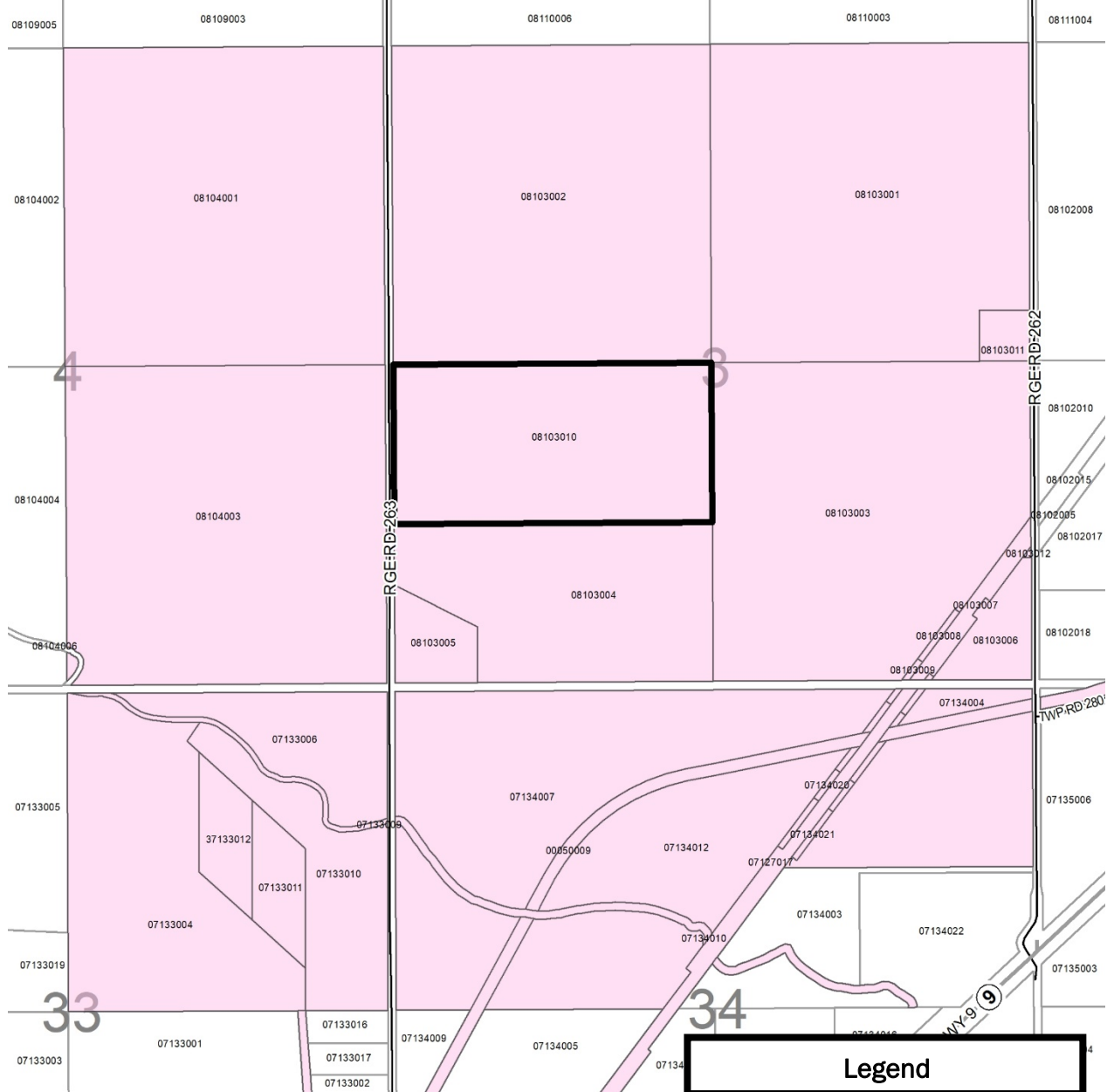
**HISTORIC SUBDIVISION MAP**

SW-03-28-26-W04M

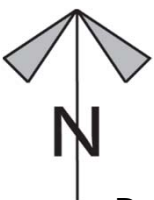
Lot: 1 Block: 1 Plan: 0713500

Date: June 23, 2020Application: PRDP20200545File: 08103010





## LANDOWNER CIRCULATION AREA



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

Date: June 23, 2020

Application: PRDP20200545

File: 08103010



## **FINANCIAL SERVICES**

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<b>TO:</b>	Council	<b>DIVISION:</b> ALL
<b>DATE:</b>	September 1, 2020	
<b>FILE:</b>	2020-250	
<b>SUBJECT:</b>	2020 Tax Recovery Sale Properties – Reserve Bids & Tax Sale Conditions	

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### **POLICY DIRECTION:**

In accordance with Section 419 of the *Municipal Government Act* (MGA), “Council must set a reserve bid for each parcel of land offered for sale and any conditions that apply to the sale.”

### **EXECUTIVE SUMMARY:**

Due to the COVID-19 pandemic, the April 17, 2020, Rocky View County’s Tax Sale was cancelled and is being rescheduled for December 4, 2020. Properties with outstanding tax arrears for three years are subject to this sale. The purpose of this request is for Council to consider the conditions that apply to the 2020 Tax Sale. The reserve bids (market values) established by the County’s Assessment Services department are attached in Attachment A, and the tax sale conditions are presented below.

Administration requests authorization of the 2020 tax sale conditions as follows:

<b>TERMS:</b>	Cash or certified cheque.
<b>DEPOSIT:</b>	10% of bid at the time of the sale on December 4, 2020
<b>BALANCE:</b>	90% of the bid within 30 days of receipt by Rocky View County; Goods and Services Tax (GST) applicable as per Federal Statutes

In accordance with Sections 420 and 425 of the *Municipal Government Act*, the County is entitled to the right of possession and the right to dispose of a parcel of land if it is not sold at the public auction.

This tax sale will only proceed if the outstanding tax arrears as of December 31, 2019, remain unpaid as of 2:00 p.m. on December 4, 2020.

### **ADMINISTRATION RECOMMENDATION:**

Administration recommends approval in accordance with Option #1.

### **BUDGET IMPLICATION(S):**

None.

**OPTIONS:**

- Option #1                    THAT the reserve bids for the 2020 tax sale, as presented in Attachment 'A', and the tax sale conditions be approved as follows:
- TERMS:     Cash or certified cheque.
- DEPOSIT:   10% of bid at the time of the sale on December 4, 2020.
- BALANCE:   90% of the bid within 30 days of receipt by Rocky View County; Goods and Services Tax (GST) applicable as per Federal Statutes.
- Option #2                    THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

"Kent Robinson"

"Al Hoggan"

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 Executive Director  
 Corporate Services

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 Chief Administrative Officer

BW/rp

**ATTACHMENTS:**

ATTACHMENT 'A' – Reserve Bids

## Attachment 'A' (Reserve Bids)

Title	LINC #	Legal	Acres	Reserve Bids	Division
				<b>as of March 5,2020</b>	
011310617	0021591277	SE 35-22-28-04 W Blk A, N Blk B	1.13	\$15,000	4
151184225	0027329523	PI 9810012 Blk 13 Lot 6 SW 23-23-27-04	0.25	\$490,000	4
161217421	0034438663	PI 1013145 Blk 2 Lot 23 NE 29-24-28-04	0.34	\$960,000	5
101148240	0032754418	PI 0714894 Unit 13 N1/2 02-24-0305	0.52	\$1,200,000	3
921263749+2	0023853484	PI 8010793 Blk 2 SW 13-24-03-05	29.52	\$220,000	3
081399817	0021661293	SE 18-25-27-04 N&E of Canal	83.95	\$140,000	5
151222103	0026467506	PI 9511789 Blk 2 Lot 6 SE 31-25-02-05	2.03	\$940,000	8
071462657	0024783227	PI 9310786 Blk 1 Lot 16 SW 12-25-03-05	2.02	\$1,450,000	2
951178172	0026472183	PI 9511836 Blk 2 Lot 52 NE 16-25-03-05	2.03	\$330,000	2
141054952	0034081497	PI 0914699 Unit 20 N 13-26-06-05	1.06	\$140,000	9



## FINANCIAL SERVICES

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<b>TO:</b>	Council	<b>DIVISION:</b> ALL
<b>DATE:</b>	September 1, 2020	
<b>FILE:</b>	N/A	
<b>SUBJECT:</b>	Municipal Stimulus Program (MSP)	

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### POLICY DIRECTION:

Section 242 of the *Municipal Government Act* prescribes that Council must adopt a budget for each calendar year. Once the base budget is approved by Council, all subsequent adjustments are considered and approved by Council.

### EXECUTIVE SUMMARY:

The Government of Alberta has allocated \$4,684,300 to Rocky View County through the Municipality Stimulus Program (MSP). Administration has identified eligible projects for Council's consideration. To qualify for this program, committed funding allocation for projects must be in place by October 1, 2020.

### ADMINISTRATION RECOMMENDATION:

Administration recommends approval in accordance with Option #1.

### BACKGROUND:

The Government of Alberta recently announced a capital infrastructure funding program for Municipalities, the Municipal Stimulus Program (MSP), with the primary objective of sustaining and creating local jobs, enhancing provincial competitiveness and productivity, positioning communities to participate in future economic growth, and reducing municipal red-tape to promote job-creating private sector investment.

Rocky View County has been allocated MSP grant funding of \$4,684,300. This funding provides Rocky View County the opportunity to construct infrastructure that previously had no funding source. Municipalities must commit their funding allocation to projects by October 1, 2020, or risk losing access to their allocation. Municipalities must also spend all allocated funding on accepted project(s) by December 31, 2021. Up to five (5) applications per municipality will be accepted by the Province. Administration has identified the following eligible projects and is seeking Council's approval of the attached budget adjustment as presented in Attachment 'A'.

### Projects

- 1) **Recreation - Capital lifecycle improvements – County pathways and trails.** Preliminary recommendations from the Recreation Master Plan (RMP) suggest that initial investment should be made into lifecycle maintenance on County-owned pathways and trails. Key alignments include: a) Langdon park; b) Langdon (within the hamlet); c) Elbow Valley; d) Calling Horse Estates; and e) Dewitt's pond. Budget adjustment \$1,000,000 (MSP).
- 2) **Recreation - Bragg Creek Trails and Pedestrian Connectivity – Paving of the existing West Bragg Creek Trail from Balsam Road to Bragg Creek bridge along West Bragg Road.** The West Bragg Creek Trail forms part of the Trans Canada Trail and connects the hamlet of Bragg Creek to Kananaskis Country. This includes construction of a pathway from

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### Administration Resources

Barry Woods, Financial Services





## ROCKY VIEW COUNTY

Banded Peak School to the Bragg Creek Community Center. Budget adjustment \$800,000 (MSP).

- 3) **Recreation - Langdon Fieldhouse water tie-in.** Extension of water service to the Langdon fieldhouse from Centre Street. Budget adjustment \$150,000 (MSP).
- 4) **Roads – Cross Iron Drive widening and Overlay (Dwight McLellan Trail to Range Road 291).** Widening and resurfacing of 3.0km of a 'Network B' road to improve access within a high demand commercial/industrial employment center. The road currently supports more than 2,500 vehicles per day, and with existing development already underway, that will see usage continue to grow. Total project cost is \$2,250,000. Budget adjustment \$734,300 MSP Grant funding and \$1,515,700 Transportation Offsite Levy Reserve.
- 5) **Capital Projects - Water line extension to Prince of Peace.** This project/infrastructure would extend the municipal water system from the Conrich pump station to the Prince of Peace lands to support both the existing residents and new growth. This project will provide reliable access to potable water for residents in Conrich and Prince of Peace. The entire project cost is \$5.0M, with the initial \$2,000,000 for detailed engineering and initial construction of the project. The additional \$3.0M is to be funded by way of Local Improvement Tax and/or developer contribution. Budget adjustment \$2,000,000 (MSP).

### BUDGET IMPLICATIONS:

\$(4,684,300)	Increased MSP grant revenue
\$(1,515,700)	Transportation Offsite Levy Reserve
<u>\$ 6,200,000</u>	Total project expenses
Nil	Net cost to Rocky View County

### OPTIONS:

- Option #1:                      Motion #1    THAT the budget adjustment presented in Attachment 'A' be approved.
- Motion #2    THAT Administration be directed to make application to the Municipal Stimulus Program for the projects identified in this report.
- Option #2:                      THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

"Kent Robinson"

"Al Hoggan"

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Executive Director  
Corporate Services

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Chief Administrative Officer

BW/rp



ROCKY VIEW COUNTY

**ATTACHMENTS:**

ATTACHMENT 'A' – Budget Adjustment





## **RECREATION, PARKS AND COMMUNITY SUPPORT**

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<b>TO:</b>	Council	<b>DIVISION:</b> 4
<b>DATE:</b>	September 1, 2020	
<b>FILE:</b>	N/A	
<b>SUBJECT:</b>	Budget Adjustment - Langdon Off Leash Dog Park	

---

### **POLICY DIRECTION:**

The following motion was passed in relation to the Langdon off leash dog park at the July 28, 2020, meeting of Council.

*THAT this item be tabled until the first meeting of September.*

### **EXECUTIVE SUMMARY:**

At the July 28, 2020, meeting of Council, a tabling motion was passed in relation to a budget adjustment for the Langdon off leash dog park, pending further discussion with the developer of the Bridges of Langdon development to potentially locate the dog park on their lands.

Further discussions with this developer have revealed that the intent was to simply install fencing within an undeveloped portion of their lands, creating a temporary, rural, off leash area. Upon further review, the proposal posed accessibility, operational, and functional challenges given the lack of servicing, access, and parking on the site. A dog park at this location would also be temporary in nature, as it would eventually need to be removed/relocated as the development continues to build out.

Given the density and urban nature of Langdon, the vision for the dog park was for it to be centrally located and easily accessible, allowing residents to safely use it throughout the year. Based on discussions with the local developer and the availability of suitable lands within the hamlet, Administration is recommending that the off leash dog park be located on the Joint Use Lands.

### **ADMINISTRATION RECOMMENDATION:**

Administration recommends approval in accordance with Option #1.

### **BACKGROUND:**

The Langdon off leash dog park was originally proposed to be located in an established area within Langdon Park that required minimal construction and site improvements. Based on feedback received from the public, it was determined that this location is no longer suitable due to its proximity to nearby residences, which required Administration to review alternate locations.

#### **Developer Lands – Bridges of Langdon**

An undeveloped portion of the Bridges of Langdon development was evaluated for the potential to site an off leash park. Continued discussions with the developer have revealed:

- The developer's intent was to fence off an area within an undeveloped portion of their lands (currently cultivated lands) to create a rural off leash dog park;
- The proposal did not consider any onsite parking, signage, waste collection, surface preparation, drainage or amenities (i.e. internal features);

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#### **Administration Resources**

Gurbir S. Nijjar; Recreation, Parks and Community Support



- The site would pose access challenges as users would need to either pass through an active construction area or from Centre Street;
- The site would be temporary in nature as the dog park would need to be relocated or removed as the development builds out and reaches its boundaries;
- The need for an operations and maintenance agreement;
- The need for a public access and liability agreement as the park would be located on privately owned lands; and
- The open space concept for the development did not consider an off leash dog area.

This proposal would site the dog park in an area without adequate infrastructure, servicing, or access. Furthermore, given that the site has limited accessibility together with a lack of onsite parking, users would be forced to park on the road shoulder, which would pose maintenance, operational, and safety issues. Should Council proceed with this option, further technical assessment would be needed to determine the overall cost of the project to the County based on site readiness requirements, preparation of various legal agreements and the scope split with the developer.

A sketch of the proposed location and access is included in Attachment 'A'.

### Joint Use Lands

The Joint Use Lands were identified given their location, accessibility, availability of space, and the complementary uses identified for the site. Furthermore, design details for the new Langdon high school and quad ball diamond complex have been established, providing more information on the availability of developable space within the site. Based on Administration's review of the site designs, a suitable location with ample parking and pedestrian connectivity has been identified as shown in Attachment 'A'. Key advantages of this location include:

- Utilization of an area with existing vegetation, which would serve as an added amenity and screening from nearby roadways and residences;
- Utilizes a limited amount of land, providing ample space for the future development of other recreational amenities on the site;
- Suitable for an open space type amenity as a buried utility line (Telus) exists within this area, potentially posing a challenge for future development;
- Easily accessible to sidewalks and parking;
- Addition of a complimentary recreational amenity on the site;
- Well located within the hamlet away from existing and future residences;
- Municipally owned;
- Provides a seasonal draw of traffic to the site; and
- Has the ability to realize potential efficiencies given the active construction of the quad diamond complex.

To support the development of an off leash dog park at this location, additional site preparatory works, including earthworks, fencing, and seeding, would be required. Included in the 2020 base budget was \$45,000 for construction of an off leash dog park within an established area of Langdon Park. Should Council be supportive of the project at this location, the full intake from the 2020 Langdon Special Tax Bylaw (C-8026-2020) in the amount of \$88,600 would be applied to this project.

Anticipated construction of the off leash dog park would occur in 2020, with an expected opening in 2021 after grass has been established.





## Discussion

The 2019, County Community Needs Assessment revealed that a dedicated off leash dog park was identified as a top five (5) community recreational need in the southeast area of the County. In response to this feedback, Administration evaluated potential locations within Langdon and ascertained that the Joint Use lands offered a central location within the community with planned pedestrian connections, complimentary services/amenities, and access to adequate parking.

Administration also assessed the potential to locate the dog park within an undeveloped portion of the Bridges of Langdon development, which revealed accessibility, operational and functional challenges. Furthermore, a dog park at this location would be temporary in nature as it would need to eventually be removed/relocated as the development continues to build out.

## BUDGET IMPLICATIONS:

The original budget allocated for the development of an off leash dog park in Langdon consisted of \$45,000; this has been factored into the 2020 base budget. The original location presented established grass: a condition that would have required minimal development, such as the installation of fencing, signage, and waste receptacles.

Due to additional costs associated with site preparation, consideration for development of an off leash dog park within the Joint Use lands requires an additional amount of \$88,600, as detailed in Appendix 'B'. Should Council support the budget adjustment, the full intake collected under the 2020 Langdon Special Tax program, referred to as the "2020 Langdon Special Tax Rate Bylaw", would be applied to this project.

Should Council support the option of locating this project on the developer lands, Administration would need to conduct further technical assessment to determine the overall cost of the project to the County based on site readiness requirements, preparation of various legal agreements, and the scope split with the developer.

## OPTIONS:

- Option #1                      THAT the budget adjustment for the Langdon Off-leash Dog Park for \$88,600 from the 2020 Langdon Special Tax program be approved as per Appendix 'B'.
- Option #2                      THAT alternative direction be provided.

Respectfully submitted,

Concurrence,

"Theresa Cochran"

"Al Hoggan"

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Executive Director  
 Community Development Services

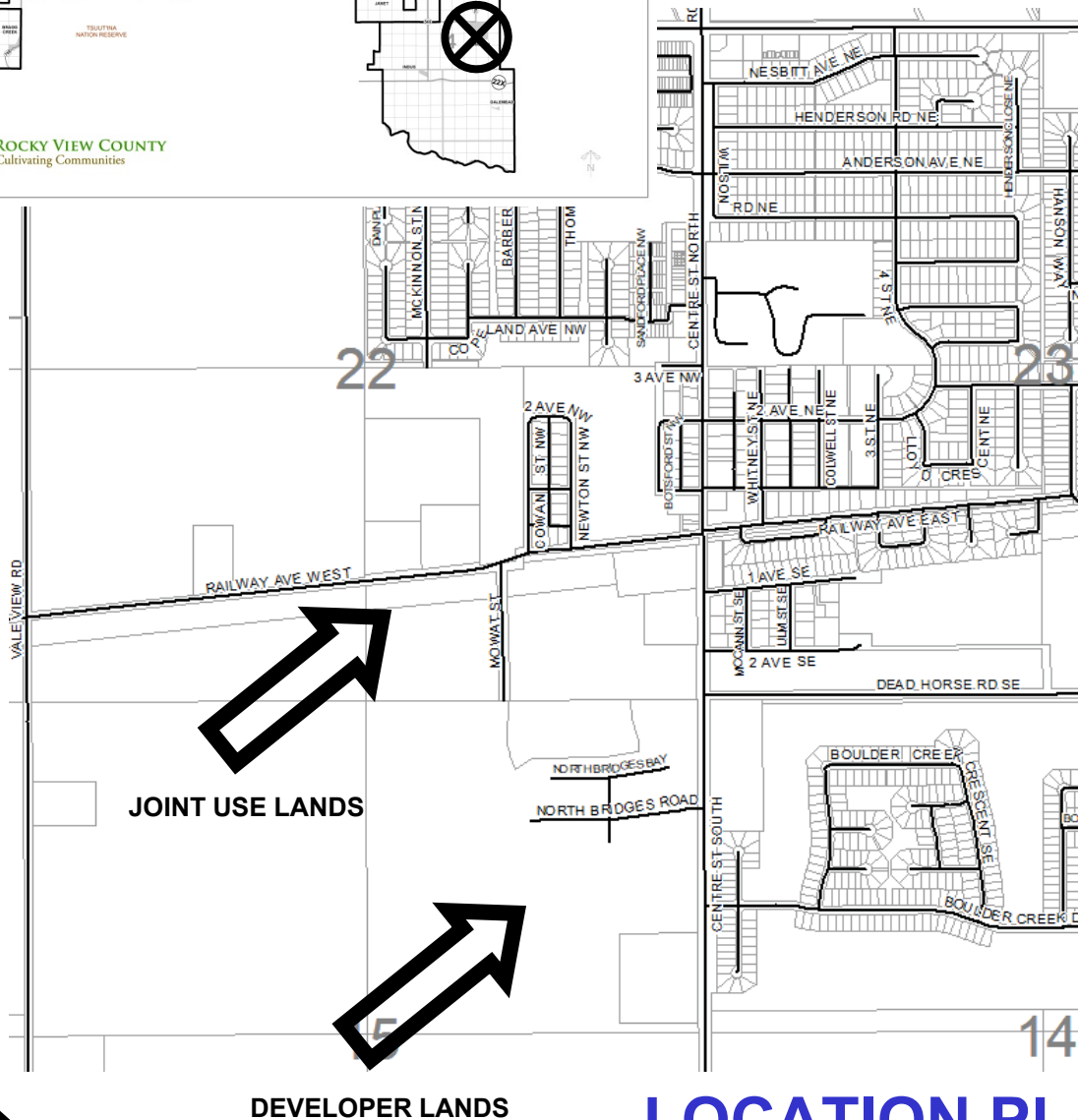
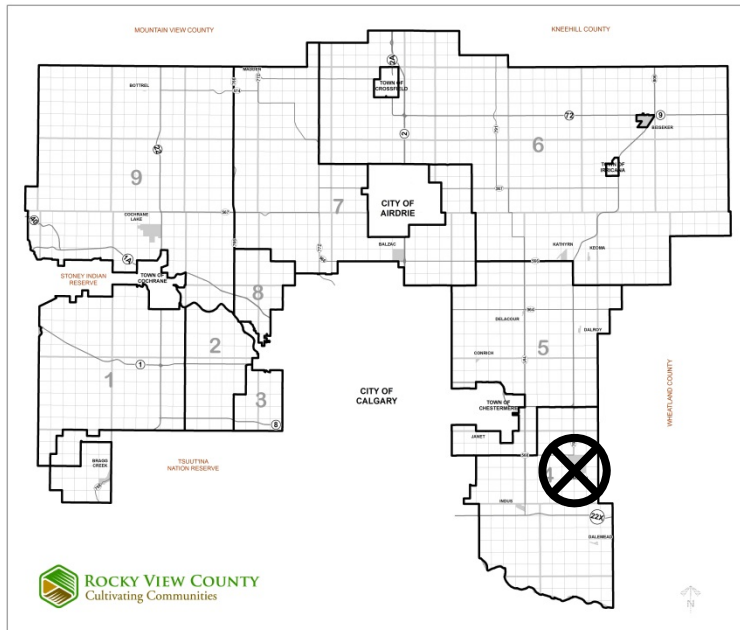
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Chief Administrative Officer

GSN/rp

## APPENDICES:

- APPENDIX 'A' – Off leash dog park options  
 APPENDIX 'B' – Budget adjustment



## LOCATION PLAN

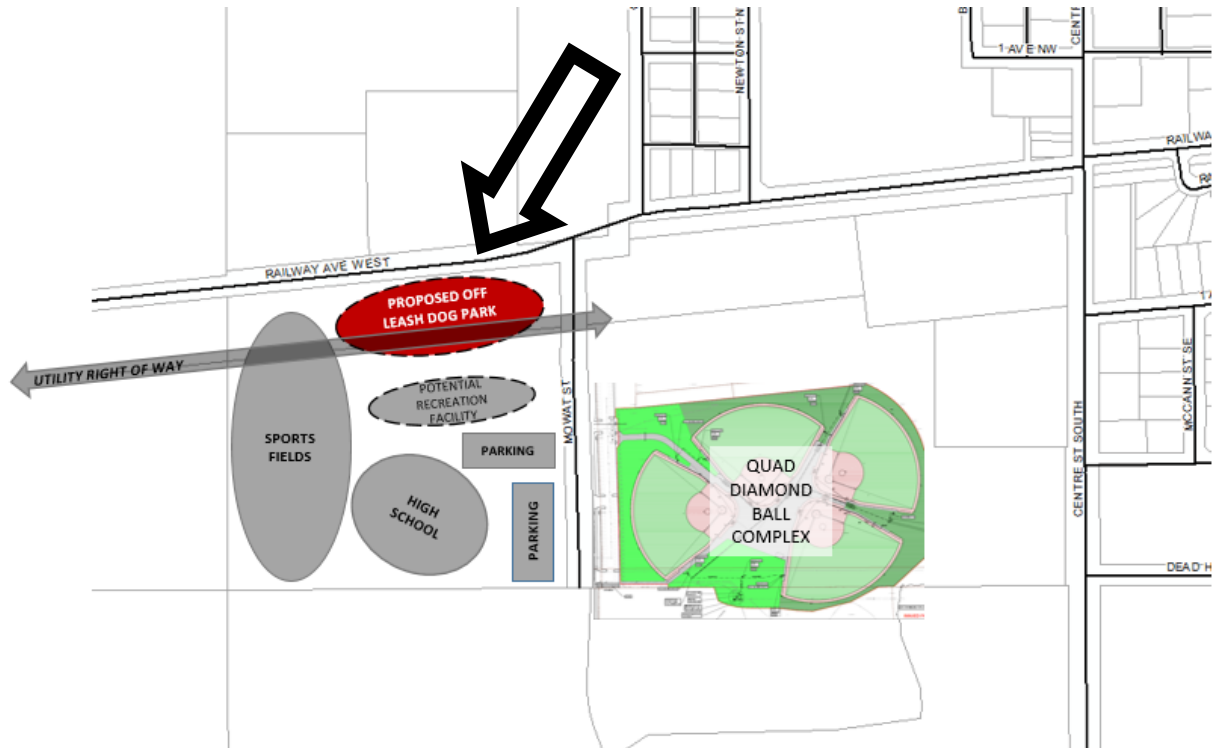
SE-22-23-27-W04M

Date: 20-Sept-01

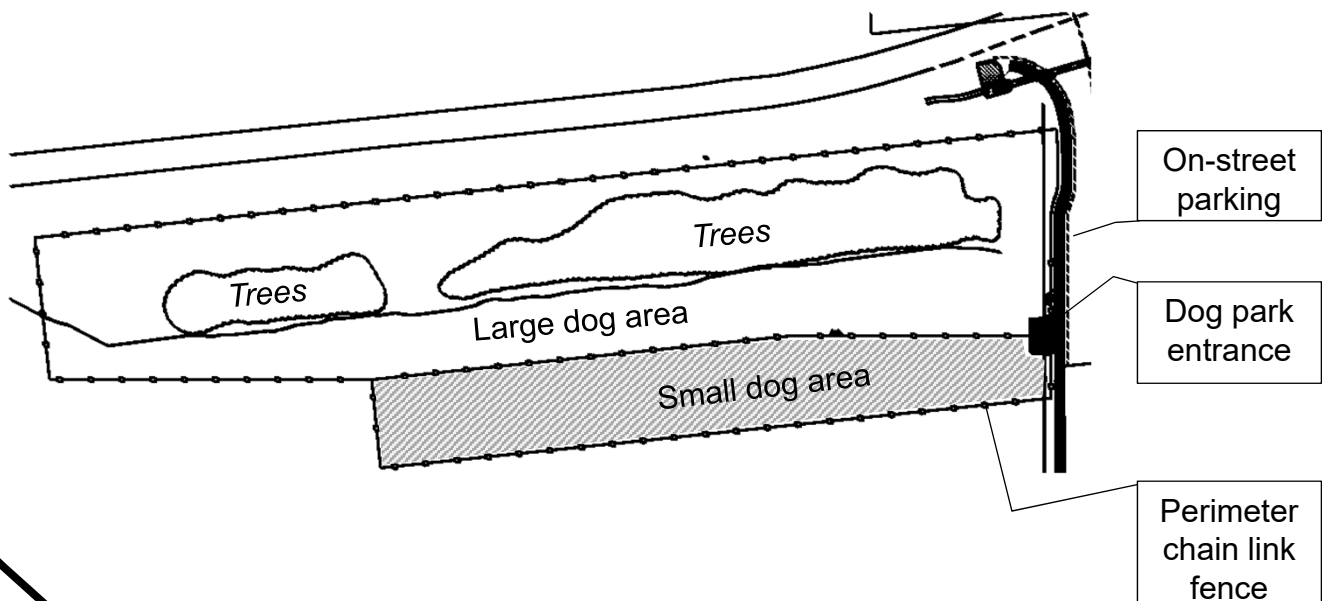
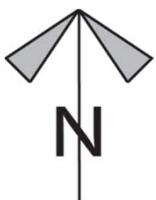
Division # 4

File: 03222687/03222206

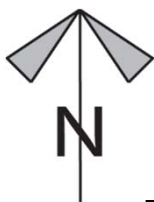
## Langdon Joint Use Lands: Overall Layout



## Proposed off leash dog park: Design concept

**TENTATIVE PLAN****SE-22-23-27-W04M**Date: 20-Sept-01Division # 4File: 03222687/03222206

## Bridges of Langdon: Potential Location

**TENTATIVE PLAN****SE/NE-15-23-27-W04M**Date: 20-Sept-01Division # 4File: 03215001/03215004

## Bridges of Langdon: Potential Location

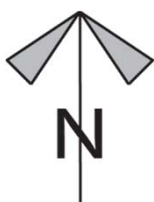


Centre Street south of Boulder Creek Dr. – Looking north at potential location



Centre Street at Boulder Creek Dr. – Looking north at potential location

## SITE PHOTOS



SE/NE-15-23-27-W04M

Date: 20-Sept-01

Division # 4

File: 03215001/03215004



Description	Budget Adjustment
EXPENDITURES:	
Langdon Off Leash Dog Park	88,600
TOTAL EXPENSE:	88,600
REVENUES:	
Transfer from Langdon Park Fund	(88,600)
TOTAL REVENUE:	(88,600)
NET BUDGET REVISION:	0
REASON FOR BUDGET REVISION: Current 2020 budget for the Langdon Off Leash Dog Park is \$45,000 Requested budget adjustment of \$88,600 would give a total project budget of \$133,600	
<b>AUTHORIZATION:</b>  <div> <div> Chief Administrative Officer: _____  Al Hoggan  Executive Director  Corporate Services: _____  Kent Robinson    Manager: _____ </div> <div> Council Meeting Date: _____   Council Motion Reference: _____   Date: _____ </div> </div>	

Posting Date:



# **NOTICE OF MOTION**

**Submitted in accordance with sections 54, 55, 56, 57, and 58 of  
Procedure Bylaw C-7907-2019**

**Presented By:** Councillor Dan Henn, Division 7

**Seconded By:** Deputy Reeve Schule, Division 4

This notice of motion is read into the Council record on **July 28, 2020**. The motion as read into the record will be debated on **September 1, 2020**.

**TITLE:** **Amendments to the Balzac East Area Structure Plan**

**WHEREAS** The 465 acres of land located at the northeast corner of Range Road 291 and Highway 566 and legally described as the NE ¼, SE ¼ and SW ¼ in Twp. 26 Range 29 W4M, is owned by 1248494 Alberta Ltd., Mr. Garry Bobke & Partners, the developers of the Wagon Wheel industrial project in Rocky View County;

**AND WHEREAS** This 465 acres of land is not included within the Balzac East Area Structure Plan (BEASP);

**AND WHEREAS** The BEASP was last approved on September 26, 2000 and therefore it is 19 years old;

**AND WHEREAS** The average absorption/year over the last 19 years has been 200 acres/year approximately;

**AND WHEREAS** The total land area for commercial and industrial land south of Highway#566 is 5,667 acres with only 1,173 acres of vacant land available resulting in only 6 years of remaining supply from the existing inventory;

**AND WHEREAS** The demand is good for well-located commercial and industrial land outside the City of Calgary but within the Balzac East area;

**AND WHEREAS** The time to amend the BEASP, obtain Land Use Reclassification/Rezoning and Subdivision approval could take 3-5 years;

**AND WHEREAS** The land owner is willing to pay for the cost for consultants, directed by the staff at Rocky View County, to prepare an amendment to the BEASP, and;

**AND WHEREAS** This landowner is willing to have other adjacent land owners included in the amendment to the BEASP;

**THEREFORE BE IT RESOLVED THAT:** The Council of Rocky View County direct the staff at Rocky View County to prepare the terms of reference to initiate an amendment to the BEASP.



## MUNICIPAL CLERK'S OFFICE

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**TO:** Council **DIVISION:** ALL  
**DATE:** September 1, 2020  
**FILE:** N/A  
**SUBJECT:** Appointments to the Assessment Review Board and Bylaw Amendments

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### POLICY DIRECTION:

The *Municipal Government Act* (MGA) requires every municipality to have a local assessment review board and a composite assessment review board, collectively known as the ARB.

### EXECUTIVE SUMMARY:

The ARB currently has a record number of complaints to the composite assessment review board and in-person hearings are scheduled throughout September, October, and November 2020. The ARB has five board members, including one councillor and four public members. Some members have expressed concerns about attending in-person hearings due to the ongoing COVID-19 situation and the terms of two members expire at the end of October 2020. The County is at risk of not having enough members to decide on all of the ARB's complaints by the end of the year, as required by the MGA. To ensure there are enough members to hear all complaints, Administration recommends amending *Assessment Review Boards Bylaw C-7778-2018* to expand the ARB's composition to up to nine members (currently allows for up to five members) and to allow non-Rocky View County residents to be appointed. Administration also recommends that Council appoint up to four new members to the ARB.

### RECOMMENDATION:

Administration recommends approval in accordance with option #1.

### BACKGROUND:

Prior to hearing complaints, ARB members must complete provincial training provided by the Municipal Government Board (MGB). The COVID-19 situation caused the MGB to cancel all of its training over the spring and summer but training will now be held at the end of September. To enable new members to complete the MGB training this September and begin participating in this year's hearings, Administration recommends that Council appoint new members ahead of the annual organizational meeting in October.

Administration advertised for new members from Rocky View County residents and reached out to members from other municipalities who already have the MGB training. Applications were received from Ian Galbraith, Jay Anderson, Lisa Skelton, Pat Rozitis, Sarita Barrett, and Brent Fermaniuk and have been provided to Council under separate cover. All of the applicants are willing to attend in-person hearings this fall and are available to take the MGB training at the end of September. If Council would like to discuss the merits of any of the applications, Administration recommends going into closed session in accordance with sections 17 and 19 of the *Freedom of Information and Protection of Privacy Act*. Council could also consider appointing more councillors to the ARB. Members can be appointed for a term of up to three years.

Section 20 of the *Boards and Committees Bylaw C-7840-2018* states that members appointed to Council's boards and committees must be residents of Rocky View County unless the board or committee's terms of reference states otherwise. If Council is interested in appointing members

from other municipalities, the *Assessment Review Boards Bylaw* needs to be amended to allow for non-Rocky View County members.

**BUDGET IMPLICATIONS:**

There are no budget implications at this time.

**OPTIONS:**

Option # 1:

- |           |   |
|-----------|---|
| Motion #1 | THAT Bylaw C-8076-2020 be given first reading                                     |
| Motion #2 | THAT Bylaw C-8076-2020 be given second reading.                                   |
| Motion #3 | THAT Bylaw C-8076-2020 be considered for third reading.                           |
| Motion #4 | THAT Bylaw C-8076-2020 be given third and final reading.                          |
| Motion #5 | THAT _____ be appointed to the Assessment Review Board for a term expiring _____. |

Option # 2: THAT alternative direction be provided.

Respectfully submitted,

“Kent Robinson”

\_\_\_\_\_  
Executive Director, Corporate Services

Concurrence,

“Al Hoggan”

\_\_\_\_\_  
Chief Administrative Officer

kt

**ATTACHMENTS:**

Attachment ‘A’: Bylaw C-8076-2020



# BYLAW C-8062-2020

**A Bylaw of Rocky View County, in the Province of Alberta, to amend the *Assessment Review Boards 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-8062-2020*.

## Definitions

- 2 Words in this bylaw have the same meaning as those set out in the *Municipal Government Act* except as follows:
  - (1) **“Assessment Review Boards Bylaw”** means Rocky View County Bylaw C-7778-2018, being the *Assessment Review Boards 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

### Definitions

- 3 Add a new definition to section 2 of the *Assessment Review Boards Bylaw* with the following wording:

**““Councillor” means a duly elected member of Council;”**
- 4 Re-number and re-alphabetize the definitions in section 2 of the *Assessment Review Boards Bylaw* as necessary

### Appointment of Members

- 5 Section 4 of the *Assessment Review Boards Bylaw* is amended as follows:

“At its Annual Organizational Meeting, Council appoints up to five Members for a **term up to** three years ~~term~~ and in a manner that the expiry dates of their appointments are staggered.”

- 6 Add a new section 6.1 to the *Assessment Review Boards Bylaw* with the following wording:

“Notwithstanding any other provisions in this Bylaw, if a Member’s term expires or the Member ceases to be a resident of Rocky View County before a decision is issued on a complaint heard by the Member, the Member remains a duly appointed Member for the purpose of completing the complaint hearing and issuing a decision in that complaint.”

Appointment of Chair

- 7 Section 8 of the *Assessment Review Boards Bylaw* is amended as follows:

~~“Within thirty days of the annual Organizational meeting of Council, the appointed Members of the Assessment Review Boards will convene to elect a Chair and Vice Chair for the ensuing year from among the appointed Members. If the Chair or Vice-Chair of the Assessment Review Boards has not been appointed by Council, the Members must convene within sixty days of the annual Organizational meeting of Council to elect a Chair and Vice Chair for the ensuing year.”~~

- 8 Section 8.1 of the *Assessment Review Boards Bylaw* is amended as follows:

~~“If Council has not appointed the Chair, t~~The Municipal Clerk or their designate will preside over the election of the Chair of the Assessment Review Boards.”

Remuneration

- 9 Section 10 of the *Assessment Review Boards Bylaw* is amended as follows:

~~“Remuneration and traveling expenses for Members are as set out in Rocky View County Council Policy C-221, “Council Committee Remuneration.”~~established by Council policy.”

**Transitional**

10 Bylaw C-8062-2020 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



## UTILITY SERVICES

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<b>TO:</b>	Council	<b>DIVISION:</b>	2
<b>DATE:</b>	September 1, 2020	<b>APPLICATION:</b>	N/A
<b>FILE:</b>	5050-450		
<b>SUBJECT:</b>	Calalta Waterworks Ltd. Water Services Bylaw and Franchise Agreement		

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### 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 was passed February 25<sup>th</sup>. Council directed administration to bring Bylaw C-8015-2020 back for second and third reading after approval of the Franchise Agreement by the Alberta Utilities Commission which was granted July 22<sup>nd</sup>, 2020.

### 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:

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#### 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 m<sup>3</sup> 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 second and third reading.  |
| Option #2 | THAT alternative direction be provided. |  |

Respectfully submitted,

Concurrence,

"Byron Riemann"

"Al Hoggan"

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Executive Director  
 Operations

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Chief Administrative Officer

SS/bg

**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

{B3465396.DOC;1}

Bylaw C-8015-2020 Calalta Water Services Bylaw

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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 25th day of February, 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

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Reeve

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CAO or Designate

---

Date Bylaw Signed

**SCHEDULE "A" – Specified Penalties**

**First Offence:                      A minimum of \$500.00.**

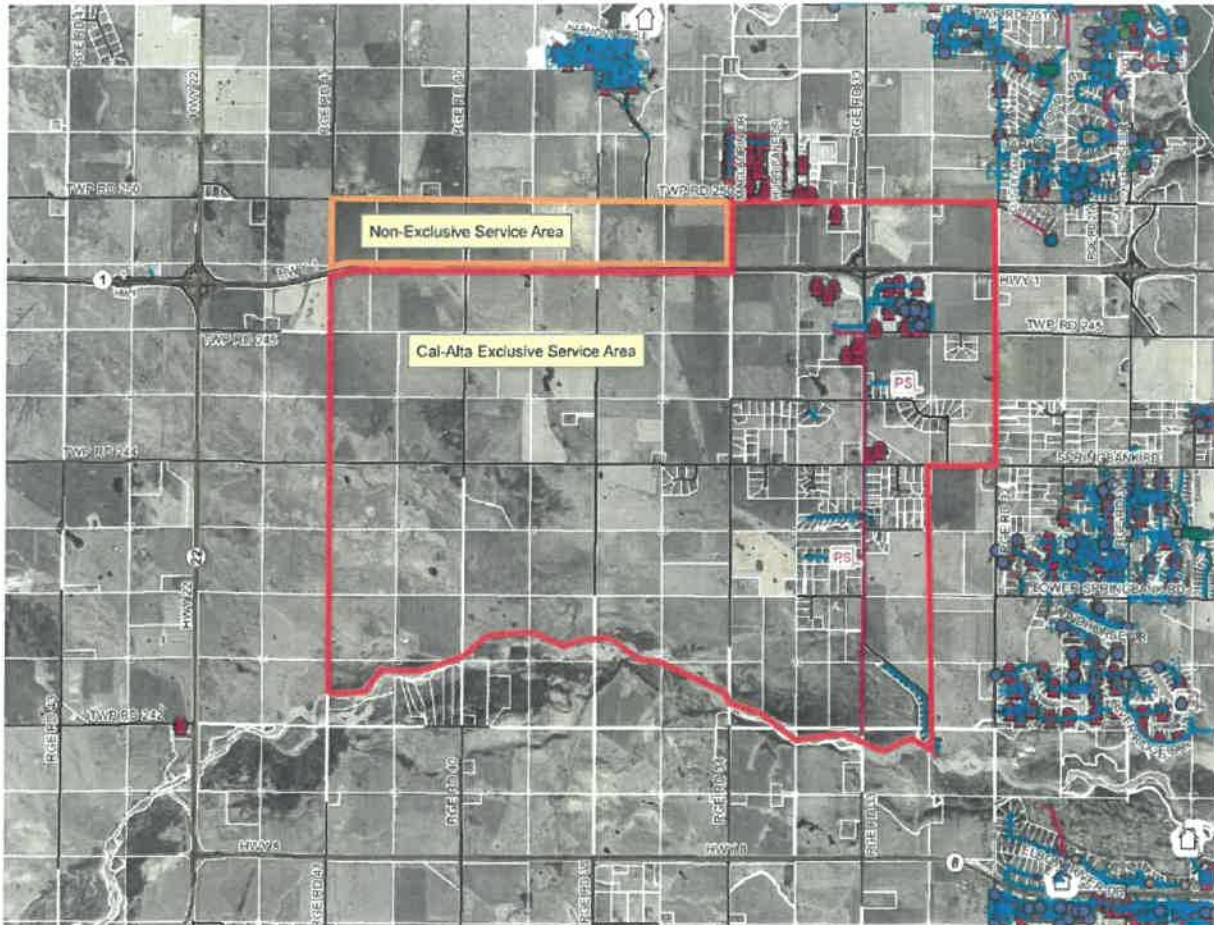
**Second Offence:                  A minimum of \$2,000.00.**

**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**

**Water Franchise Agreement with Calalta Waterworks Ltd.**

**July 22, 2020**

**Alberta Utilities Commission**

Decision 25652-D01-2020

Rocky View County

Water Franchise Agreement with Calalta Waterworks Ltd.

Proceeding 25652

July 22, 2020

## Published by the:

Alberta Utilities Commission  
Eau Claire Tower  
1400, 600 Third Avenue S.W.  
Calgary, Alberta T2P 0G5

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The Commission may, within 30 days of the date of this decision and without notice, correct typographical, spelling and calculation errors and other similar types of errors and post the corrected decision on its website.

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**Alberta Utilities Commission****Calgary, Alberta**

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**Rocky View County**  
**Water Franchise Agreement with Calalta Waterworks Ltd.****Decision 25652-D01-2020**  
**Proceeding 25652**

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**1 Introduction**

1. On June 10, 2020, the Alberta Utilities Commission received an application from Rocky View County (Rocky View) for approval of a water franchise agreement with Calalta Waterworks Ltd. (Caltalta) for a term of 20 years. The application was made pursuant to Section 45 of the *Municipal Government Act*.

2. Rocky View indicated that notice of the proposed franchise agreement was advertised on May 7, 2020, in the online publication of the Rocky View Weekly Newspaper<sup>1</sup> and Rocky Views' website.<sup>2</sup> Rocky View also indicated that the notices included two different email addresses respecting where objections, concerns, or support for the proposed franchise could be sent and it confirmed that no objections were received at either email address.<sup>3</sup>

3. The Commission issued notice of application on June 11, 2020, inviting interested parties to register their concerns or support for the application by June 24, 2020. The Commission did not receive any objections or support for the application.

4. By letter dated June 26, 2020, the Commission indicated it would like to gain a better understanding of the application through a round of information requests (IR) to Rocky View. The Commission received IR responses on July 9, 2020, and determined that there was sufficient information on the record to proceed with issuing its findings. Accordingly, the Commission considers the record of this proceeding closed on July 9, 2020.

5. In reaching the determinations set out within this decision, the Commission has considered all relevant materials comprising the record of this proceeding. Accordingly, references in this decision to specific parts of the record are intended to assist the reader in understanding the Commission's reasoning relating to a particular matter and should not be taken as an indication that the Commission did not consider all relevant portions of the public record with respect to that matter.

**2 Proposed franchise agreement and franchise fee**

6. Under the proposed franchise agreement, attached as [Appendix 2](#) to this decision, Rocky View grants Calalta the exclusive right to provide treated water services within the service area as further defined and shown in response to RockyView-AUC-2020JUN26-002.<sup>4</sup>

<sup>1</sup> airdrietoday.com

<sup>2</sup> rockyview.ca

<sup>3</sup> Exhibit 25652-X0002, Water Franchise Application.

<sup>4</sup> Exhibit 25652-X0015, Rocky View County response to AUC additional information request.



7. The proposed franchise agreement, has a term of 20 years effective the day following when these conditions are met:

- (a) the municipal council of Rocky View County (Council) has given third reading to a bylaw approving the agreement and providing for the exclusivity of services as contemplated in the agreement; and
- (b) the agreement has been approved by the Commission.

8. Under the proposed franchise agreement, the franchise fee is to be calculated as a percentage of gross utility accounts collected by Calalta. Gross utility accounts, includes consumption rate/commodity charges, the fixed rate and any surcharges, but excludes goods and services taxes and similar taxes. The franchise fee percentage will not exceed 10 per cent during the term of the agreement. The proposed franchise agreement provides for a franchise fee initially set at \$0.00, which is equivalent to zero per cent of gross utility accounts collected by Calalta, and is subject to subsequent changes that shall occur no more often than once annually.

### 3 Commission findings

9. Franchise agreements must be approved by the Commission under Section 45 of the *Municipal Government Act*:

#### **Granting rights to provide utility service**

45(1) A council may, by agreement, 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.

(2) The agreement may 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.

(3) Before the agreement is made, amended or renewed, the agreement, amendment or renewal must

(a) be advertised, and

(b) be approved by the Alberta Utilities Commission.

(4) Subsection (3)(b) does not apply to an agreement to provide a utility service between a council and a regional services commission.

(5) Subsection (3) does not apply to an agreement to provide a utility service between a council and a subsidiary of the municipality within the meaning of section 1(3) of the *Electric Utilities Act*.

10. Section 106 of the *Public Utilities Act* requires a public utility to obtain approval from the Commission before its franchise agreement is valid:

#### **Municipal franchises**

106(1) No privilege or franchise granted to an owner of a public utility by a municipality within Alberta is valid until approved by the Commission.

(2) Approval may be given when, after hearing the parties interested, or with the consent of the parties, the Commission determines that the privilege or franchise is necessary and proper for the public convenience and properly conserves the public interests.

(3) The Commission may, in so approving, impose any conditions as to construction, equipment, maintenance, service or operation that the public convenience and interests reasonably require.

11. Based on this legislation, the Commission considers that in order to approve the franchise agreement it must consider the following issues:

- (1) Has the proposed franchise agreement been duly advertised?
- (2) Is the franchise agreement for not more than 20 years?
- (3) Is the franchise necessary and proper for the public convenience?
- (4) Does the franchise properly conserve the public interest?

12. Rocky View advertised the proposed franchise agreement in the online publication of the Rocky View Weekly Newspaper and Rocky View's website on May 7, 2020.<sup>5</sup> Additionally, the Commission issued notice of the application on the Commission's website on June 10, 2020. The Commission finds that the advertising completed by Rocky View and the Commission is sufficient to meet the test of the franchise agreement being duly advertised.

13. The Commission finds that the term of the franchise agreement is for a maximum of 20 years<sup>6</sup> and, accordingly, falls within the specified time frame.

14. Calalta is a private utility that has been operating a waterworks system within Rocky View since 1981,<sup>7</sup> and is known to the Commission to have expertise in water utility operations. Based on this information, the Commission considers that Calalta is likely to be able to provide the services outlined in the franchise agreement to its customers.

15. Under the agreement, the obligation to service the lands contained within the franchise area lies with Calalta, who is the owner of the system or works to be constructed throughout the franchise area.<sup>8</sup> Failure to comply with or perform the terms of the franchise agreement may result in default and termination of the franchise agreement, and/or the performance of obligations in default by Rocky View, which are to be funded by the security under the franchise agreement. The Commission considers that these safeguards included in the franchise agreement will protect customers and conserve the public interest.

16. Rocky View has given first reading to Bylaw No C-8015-2020, which prohibits any person other than Calalta from providing all or any portion of the water services within the franchise area. The Commission considers this enactment will facilitate the orderly development of the franchise area, provide quality servicing and rate certainty to customers. The Commission finds this is proper for the public convenience and will conserve the public interest. Further, the franchise agreement establishes sufficient operational and maintenance requirements that will govern Calalta. These safeguards will also protect customers and conserve the public interest.

<sup>5</sup> Exhibits 25652-X0004 and 25652-X0006.

<sup>6</sup> Exhibit 25652-X0008, proposed water franchise agreement, section 3.4.

<sup>7</sup> Exhibit 25652-X0001, Letter to AUC re: Franchise Application.

<sup>8</sup> Exhibit 25652-X0008, page 1.

17. The proposed franchise agreement specified an initial franchise fee equivalent to zero per cent of gross utility accounts collected by Calalta, with a maximum franchise fee of 10 per cent.<sup>9</sup> During the term of the franchise agreement, the level of the franchise fee may be changed once annually by Rocky View following a consultation with Calalta. Similar provisions were approved in Decisions 23256-D01-2018<sup>10</sup> and 2014-239.<sup>11</sup> The Commission considers the initial franchise fee, which is set at \$0.00, is reasonable given that it will not result in any additional costs to customers. Further, capping the franchise fee at 10 per cent should not create an onerous burden on customers.

18. Any changes in the level of the franchise fee pursuant to the provisions in Schedule B-4 of the franchise agreement are required to be filed with the Commission for acknowledgment on or before the date that the rate comes into effect, including an updated rate schedule.

19. Based on the foregoing, the Commission is of the view that the right granted to Calalta by Rocky View in the franchise agreement is necessary and proper for the public convenience and properly conserves the public interest. Accordingly, pursuant to Section 45 of the *Municipal Government Act* and Section 106 of the *Public Utilities Act*, the Commission approves the proposed franchise agreement as filed.

Dated on July 22, 2020.

**Alberta Utilities Commission**

*(original signed by)*

Neil Jamieson  
Commission Member

<sup>9</sup> Exhibit 25652-X0008, proposed water franchise agreement, Schedule B-4.

<sup>10</sup> Decision 23256-D01-2018: Rocky View County Franchise Agreement with EMCOR Utility, Proceeding 23256, June 18, 2018.

<sup>11</sup> Decision 2014-239: Rocky View County Revised Water and Wastewater Franchise Agreement with Harmony Advanced Water Systems Corporation, Proceeding 3353, Application 1610761-1, August 18, 2014.

**Appendix 1 – Proceeding participants**

Name of organization (abbreviation) Company name of counsel or representative
Rocky View County (Rocky View) Brownlee LLP
Calalta Waterworks Ltd. (Calalta)

Alberta Utilities Commission
Commission panel Neil Jamieson, Commission Member
Commission staff N. Sawkiw (Commission counsel) O. Saenz C. Burt E. Chu

**Appendix 2 – Water Franchise Agreement between Rocky View County and Calalta Waterworks Ltd.**

[\(return to text\)](#)



Appendix 2 -  
Franchise agreement

(consists of 113 pages)





**ROCKY VIEW COUNTY**  
Cultivating Communities

*Calalta Waterworks Ltd.*

**WATER UTILITY FRANCHISE AGREEMENT**

{B3468068.DOCX;1}

ROCKY VIEW COUNTY - CALALTA WATERWORKS LTD.

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{B3468068.DOCX;1}

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ROCKY VIEW COUNTY - CALALTA WATERWORKS LTD.**F. SCHEDULES REGARDING MISCELLANEOUS MATTERS**

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{B3468068.DOCX;1}



**ROCKY VIEW COUNTY**

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THIS AGREEMENT dated for reference the 25 day of February, 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

**ROCKY VIEW COUNTY**

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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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**ROCKY VIEW COUNTY**

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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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**ROCKY VIEW COUNTY**

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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 (18<sup>th</sup>) 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;

**ROCKY VIEW COUNTY**

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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



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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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**ROCKY VIEW COUNTY**

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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;

**ROCKY VIEW COUNTY**

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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

**ROCKY VIEW COUNTY**

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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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ROCKY VIEW COUNTY

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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



**ROCKY VIEW COUNTY**

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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

**ROCKY VIEW COUNTY**

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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:

Gordon F Dixon, Q.C.

Title:

PRESIDENT

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

Name:

Title:

ROCKY VIEW COUNTY

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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 20<sup>th</sup> 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](mailto: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@calawapark.com](mailto:bob.williams@calawapark.com)**

or to any other address, e-mail or fax number or individual that such Party designates. Any Notice:

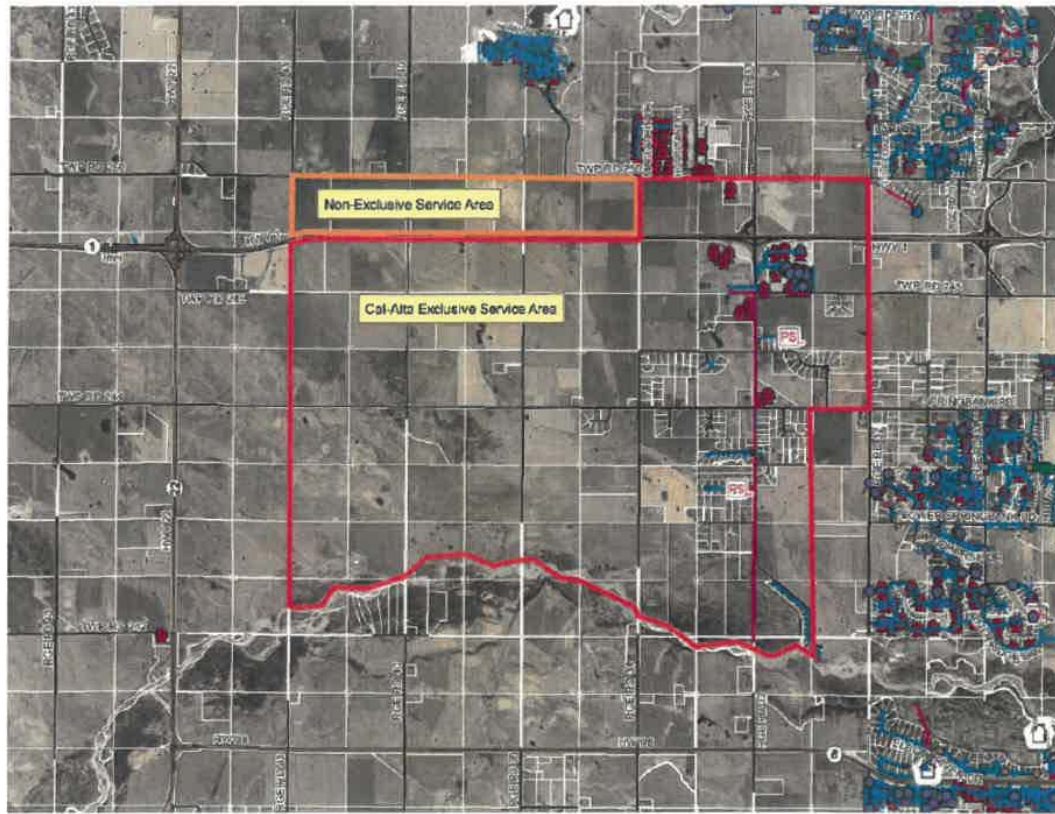
- (a) if validly delivered, will be deemed to have been given when delivered;
- (b) if validly transmitted electronically by fax before 3:00 pm. (local time at the place of receipt) on a Business Day, will be deemed to have been given on the Business Day; and
- (c) if validly transmitted electronically 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**



ROCKY VIEW COUNTY

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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:

<b>Average Daily Demand (ADD) for:</b>	
• Residential (single family)	0.7 m <sup>3</sup> /day
• Residential (multi-family)	0.63 m <sup>3</sup> /unit/day
• Commercial (village)	1.5 l/m <sup>2</sup> floor area/day
• Commercial (business park)	15 m <sup>3</sup> /ha parcel area/day
• Golf Course Lands (potable only for club house and maintenance facility)	60 m <sup>3</sup> /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
<b>Maximum Daily Demands (MDD)</b>	2.10 x ADD
<b>Peak Hour Demands (PHD)</b>	3.7 x ADD
<b>Minimum Operating Pressure (at the service connection)</b>	
• 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

## ROCKY VIEW COUNTY

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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
<b>Residential:</b>		
• Dr. Westersund	37 Mountain River Estates, Calgary, AB T3Z 3J3	1 m <sup>3</sup> /day
<b>Commercial</b>		
• Springbank Park for All Seasons Agricultural Society	32224A Springbank Rd, Calgary, AB T3Z 2L9	17 m <sup>3</sup> /day
• West View Water Supply Ltd.	70 West View Estates, Calgary, AB T3Z 2S9	10 m <sup>3</sup> /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
<b>Residential Lands*</b>	(10,000 l/m to 15,000 l/m)	3.5 hours	3713 m <sup>3</sup>
<b>Commercial and Industrial Lands*</b>	(10,000 l/m to 15,000 l/m)	3.5 hours	3713 m <sup>3</sup>
<i>* Range in fire flows is dependent on type of use and scale of project.</i>			

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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:

<b>Fire Flow</b>	<b>150 kPa (22 psi)</b>
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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.

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**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**

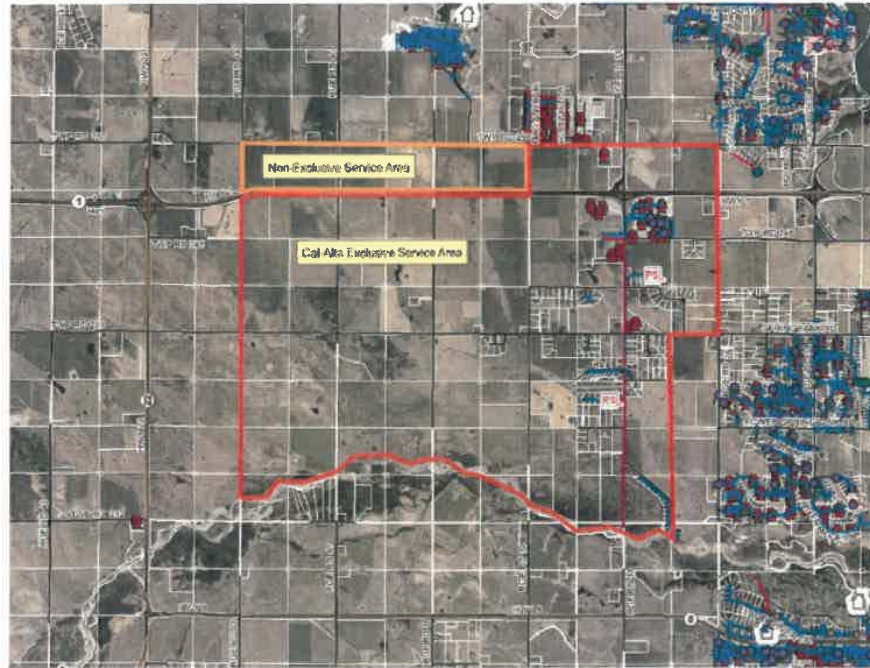
To verify the amount of the Franchise Fee, the Utility, on the written request of the County, shall provide to the County on or before April 30 in each year, or such other time agreed upon by the Parties, an unaudited financial report prepared by the Utility and opined on by an arm's length, fully qualified 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 <sup>3</sup>	Calalta Waterworks Ltd.
0035772-00-00 0035772-00-01 0035772-00-02	1981-04-30-02	104,856 m <sup>3</sup>	Calalta Waterworks Ltd.
00034481-00-00 00034481-00-01	1983-12-06-09	7,401 m <sup>3</sup>	Springbank Park for all Seasons Agricultural Society (through works of Calalta)
00218496-00-00 00218496-00-01	1985-12-13-001	10,361 m <sup>3</sup>	West View Water Supply Ltd. (through works of Calalta)
00221674-00-00	2005-06-30-001	42,000 m <sup>3</sup>	B. Stuart Sports Enterprises (Edge School) (through the works of Calalta)
00383026-00-00	1893-10-15-001	111,013 m <sup>3</sup>	Bingham Crossing Properties Ltd. (through the works of Calalta)
No. 14502 Interim Licence	1984-10-01-09	33,304 m <sup>3</sup>	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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**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 intervenor 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

## ROCKY VIEW COUNTY

## F-2

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.

ROCKY VIEW COUNTY

F-2

- (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.



ROCKY VIEW COUNTY

F-3

**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;

## ROCKY VIEW COUNTY

## F-3

- (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.



## **PLANNING AND DEVELOPMENT SERVICES**

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<b>TO:</b>	Council	<b>DIVISION:</b>	9
<b>DATE:</b>	September 1, 2020	<b>APPLICATION:</b>	PL20200066
<b>FILE:</b>	06818002, 06818003, 06818004, 06913001, 06913003, 06914001, 06914002, 06915001		
<b>SUBJECT:</b>	First Reading Bylaw – Special – Natural Resources Redesignation		

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**PURPOSE:** To redesignate portions of three parcels, and five whole parcels totaling  $\pm$  391.10 hectares ( $\pm$  966.43 acres) from Agricultural - General District to Special – Natural Resources for aggregate extraction.

**GENERAL LOCATION:** Located on the south side of Highway 1A, beginning at 0.81 kilometres (0.5 mile) from the intersection of Range Road 53 and Highway 1A to approximately 1.61 kilometres (1.0 mile) east of Range Road 50; with the exception of NW-13-26-05-W05M.

**APPLICANT:** Burnco Rock Products Ltd. (Travis Coates)

**OWNERS:** David H. McDougall Ranch Ltd., Tricycle Lane Ranches Ltd.

**POLICY DIRECTION:** The County Plan, Town of Cochrane/MD of Rocky View IDP and any other applicable policies.

### **COUNCIL OPTIONS:**

Option #1: THAT Bylaw C-8073-2020 be given first reading.

Option #2: THAT application PL20200066 be denied.

### **APPLICATION REQUIREMENTS:**

Standard technical requirements apply in accordance with the County Plan and County Servicing Standards.

Respectfully submitted,  
"Theresa Cochran"

Concurrence,  
"Al Hoggan"

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Executive Director  
Community and Development Services

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Chief Administrative Officer

ON/lt

### **APPENDICES:**

APPENDIX 'A': Bylaw C-8073-2020 & Schedule A

APPENDIX 'B': Map Set

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### **Administration Resources**

Oksana Newmen, Planning and Development Services



# BYLAW C-8073-2020

## A Bylaw of Rocky View County, in the Province of Alberta, to amend Rocky View County Bylaw C-8000-2020, being the *Land Use Bylaw*.

The Council of Rocky View County enacts as follows:

### Title

- 1 This Bylaw may be cited as *Bylaw C-8073-2020*.

### Definitions

- 2 Words in this Bylaw have the same meaning as those set out in the *Municipal Government Act* except for the definitions provided below:
- (1) **“Council”** means the duly elected Council of Rocky View County;
  - (2) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time; and
  - (3) **“Rocky View County”** means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.

### Effect

- 3 THAT Schedule B, Land Use Maps No. 68, 68-SW, 69 of Bylaw C-8000-2020 be amended by redesignating portions of NE-15-26-5-W5M, NW/NE-14-26-5-W5M, SE/NW/NE-13-26-5-W5M, SW/NW/E-18-26-4-W5M from Agricultural, General District (A-GEN) to Special, Natural Resources (S-NAT) as shown on the attached Schedule 'A' forming part of this Bylaw.
- 4 THAT portions of NE-15-26-5-W5M, NW/NE-14-26-5-W5M, SE/NW/NE-13-26-5-W5M, SW/NW/E-18-26-4-W5M are hereby redesignated to Special, Natural Resources (S-NAT) as shown on the attached Schedule 'A' forming part of this Bylaw.

### Transitional

- 5 Bylaw C-8073-2020 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 \_\_\_\_\_, 20XX

PUBLIC HEARING HELD this \_\_\_\_\_ day of \_\_\_\_\_, 20XX

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

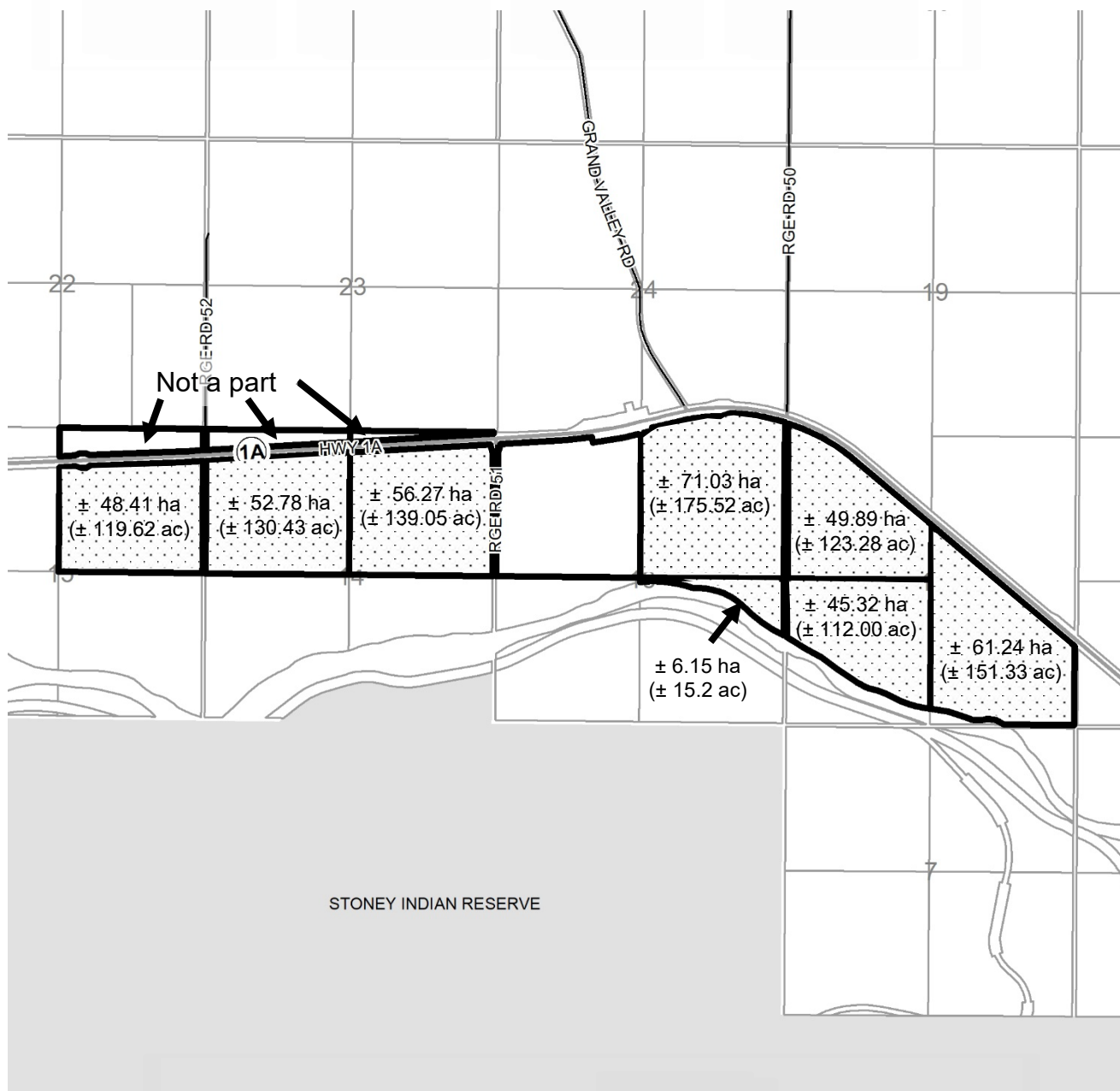
READ A THIRD TIME IN COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 20XX

\_\_\_\_\_  
Reeve

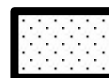
\_\_\_\_\_  
Chief Administrative Officer or Designate

\_\_\_\_\_  
Date Bylaw Signed

**BYLAW:** C-8073-2020



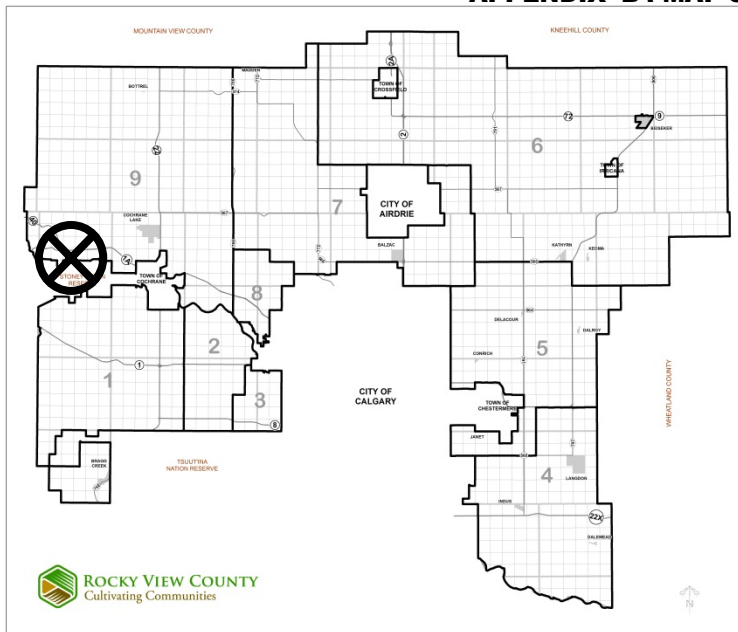
**FROM** Agricultural, General District (A-GEN) **TO** Special, Natural Resources (S-NAT)



Subject Land \_\_\_\_\_

**LEGAL DESCRIPTION:** NE-15-26-5-W5M, NW/NE-14-26-5-W5M, SE/NW/NE-13-26-5-W5M, SW/NW/E-18-26-4-W5M

**FILE:** 06818002, 06818003, 06818004,  
06913001, 06913003, 06914001,  
06914002, 06915001 - PL20200066



## LOCATION PLAN



**NE-15-26-05-W05M, NW/NE-14-26-05-W05M  
SE/NW/NE-13-26-05-W05M, SW/NW/E-18-26-04-W05M**

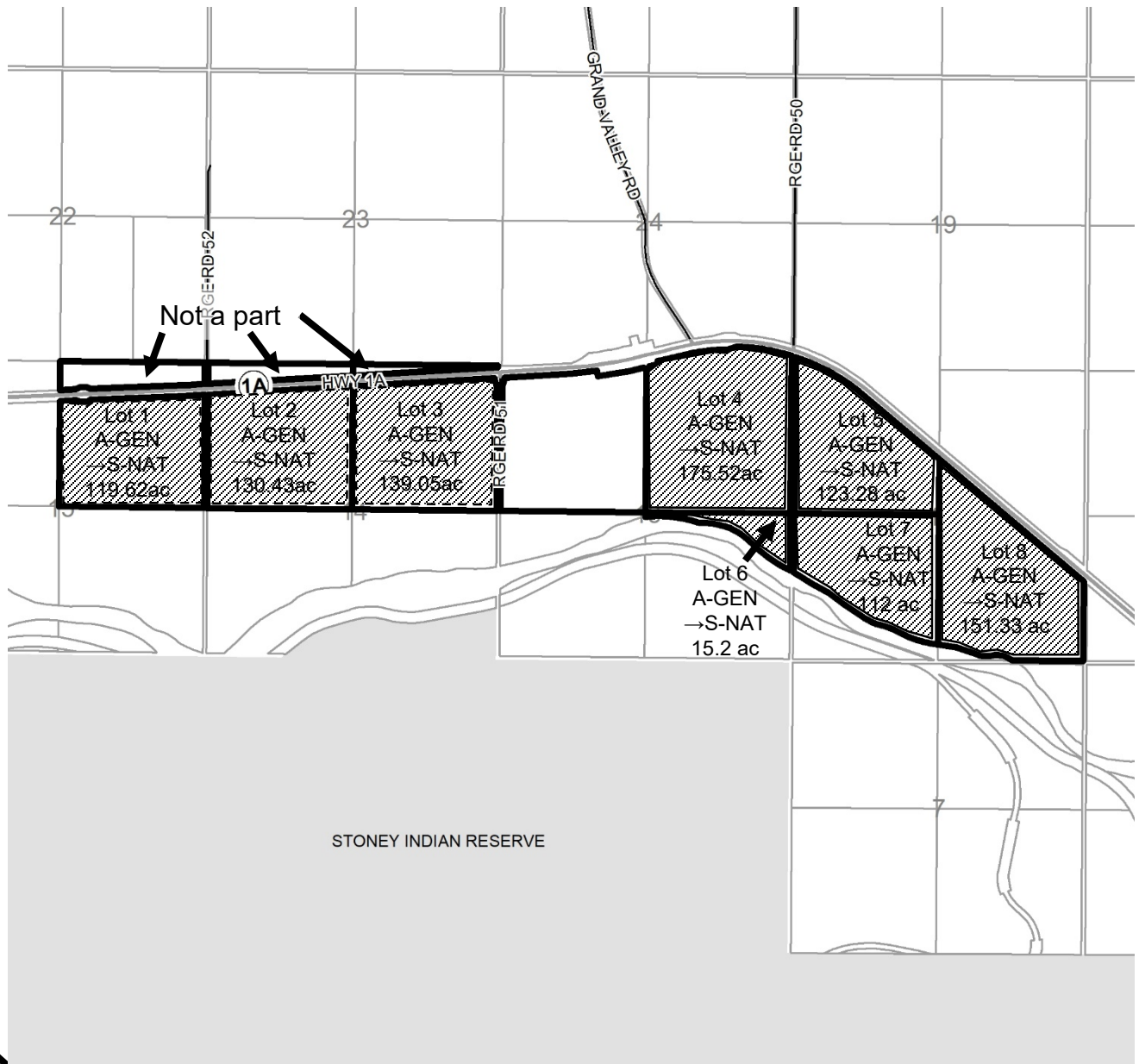
Date: July 9, 2020

Application: PL20200066

File: 06915001/06914002/06914001/06913001/06913002/06913003/06818002/06818003/06818004

**Development Proposal:** To redesignate portions of 3 parcels, and 5 whole parcels totaling  $\pm 391.10$  hectares ( $\pm 966.43$  acres) from Agricultural - General District to Special - Natural Resources for aggregate extraction (File: PL20200066)

A **Master Site Development Plan** has been submitted in support of this development proposal (File: PL20200067) for aggregate extraction, to include the existing S-NAT parcel.



## DEVELOPMENT PROPOSAL

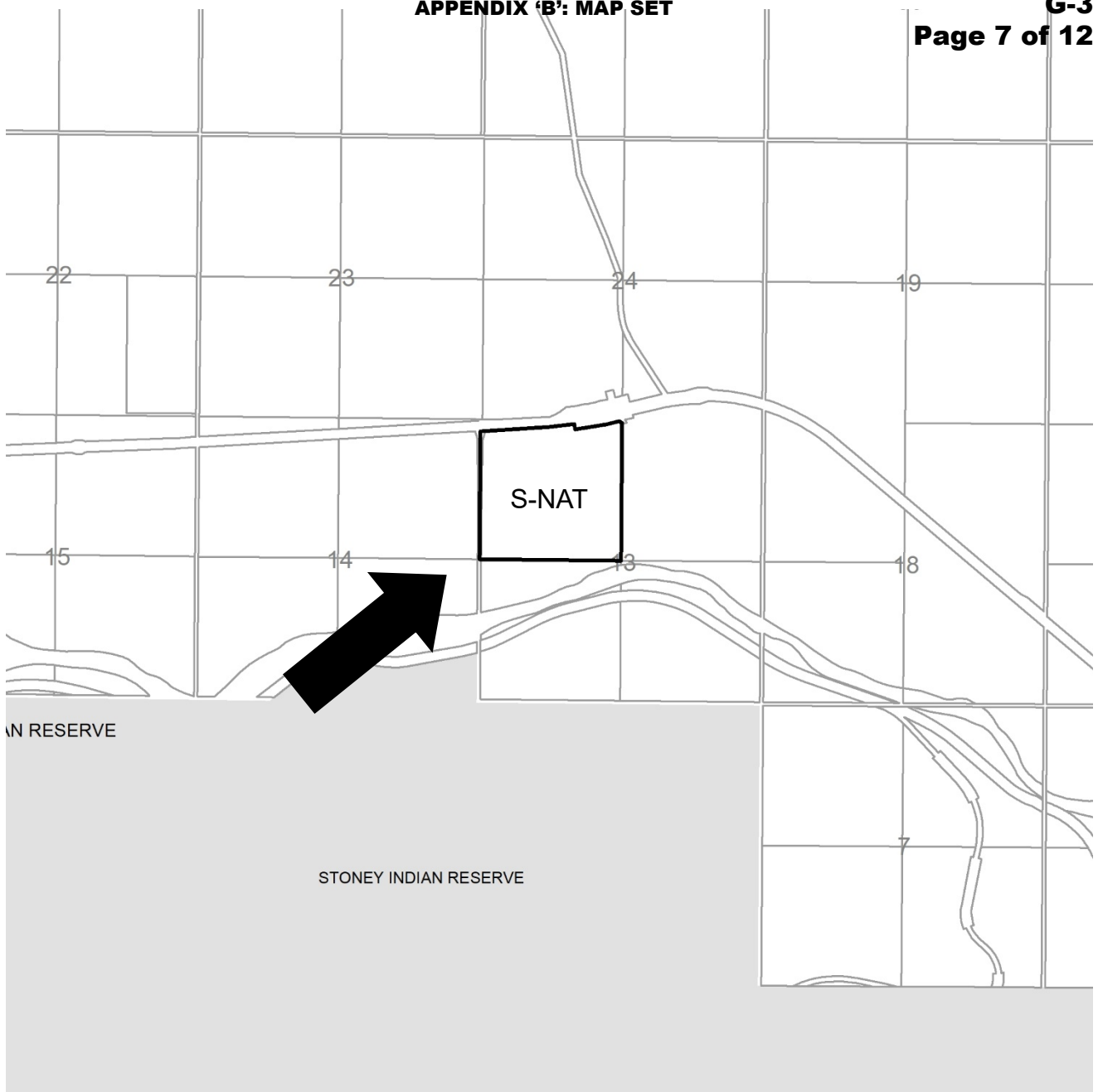
**NE-15-26-05-W05M, NW/NE-14-26-05-W05M  
SE/NW/NE-13-26-05-W05M, SW/NW/E-18-26-04-W05M**

Date: July 9, 2020

Application: PL20200066

File: 06915001/06914002/06914001/06913001/06913002/06913003/06818002/06818003/06818004

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## LAND USE MAP



**NE-15-26-05-W05M, NW/NE-14-26-05-W05M  
SE/NW/NE-13-26-05-W05M, SW/NW/E-18-26-04-W05M**

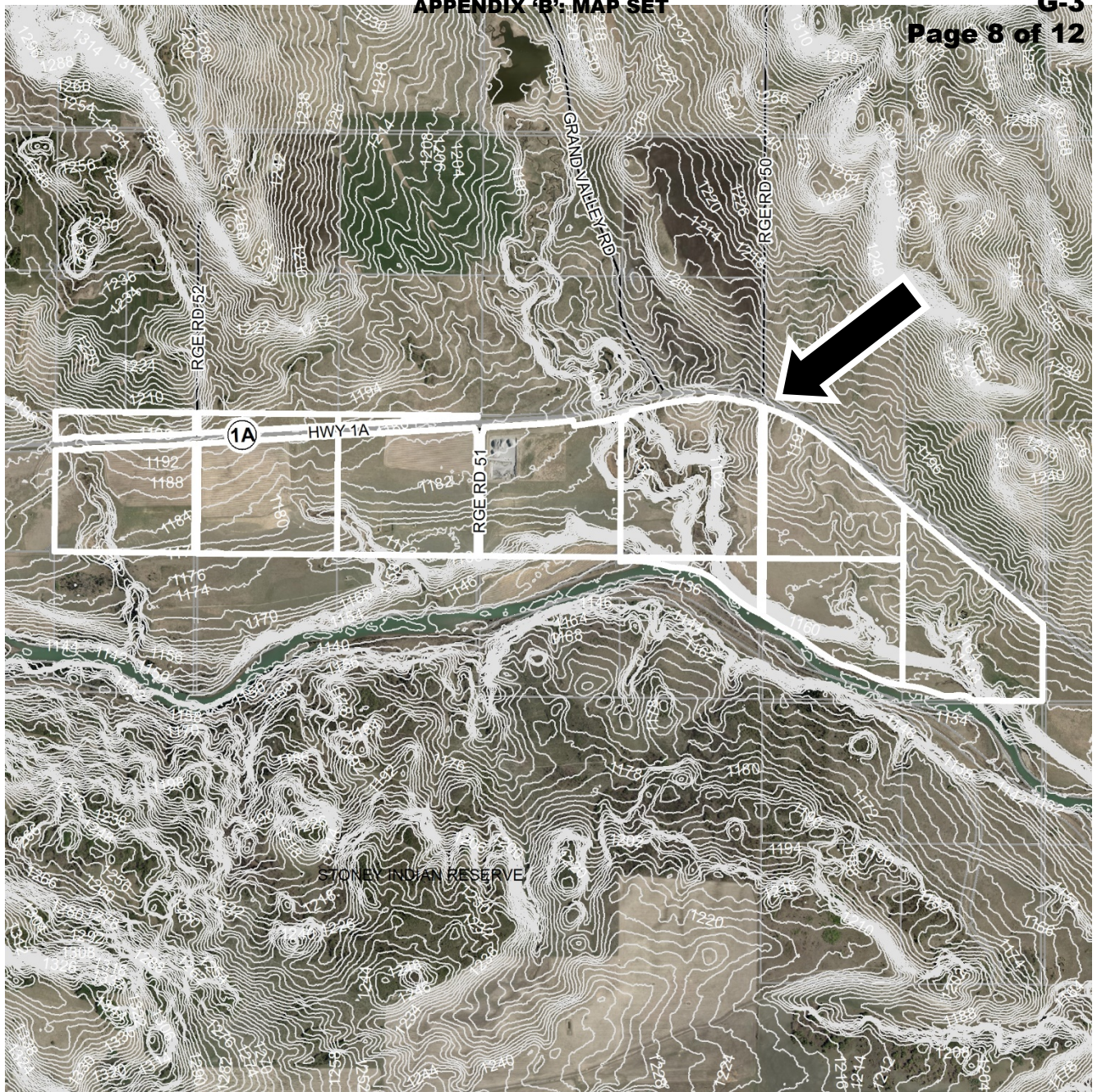
Date: July 9, 2020

Application: PL20200066

File: 06915001/06914002/06914001/06913001/06913002/06913003/06818002/06818003/06818004

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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-15-26-05-W05M, NW/NE-14-26-05-W05M  
SE/NW/NE-13-26-05-W05M, SW/NW/E-18-26-04-W05M**

Date: July 9, 2020

Application: PL20200066

File: 06915001/06914002/06914001/06913001/06913002/06913003/06818002/06818003/06818004





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

**AIR PHOTO**

*Spring 2018*

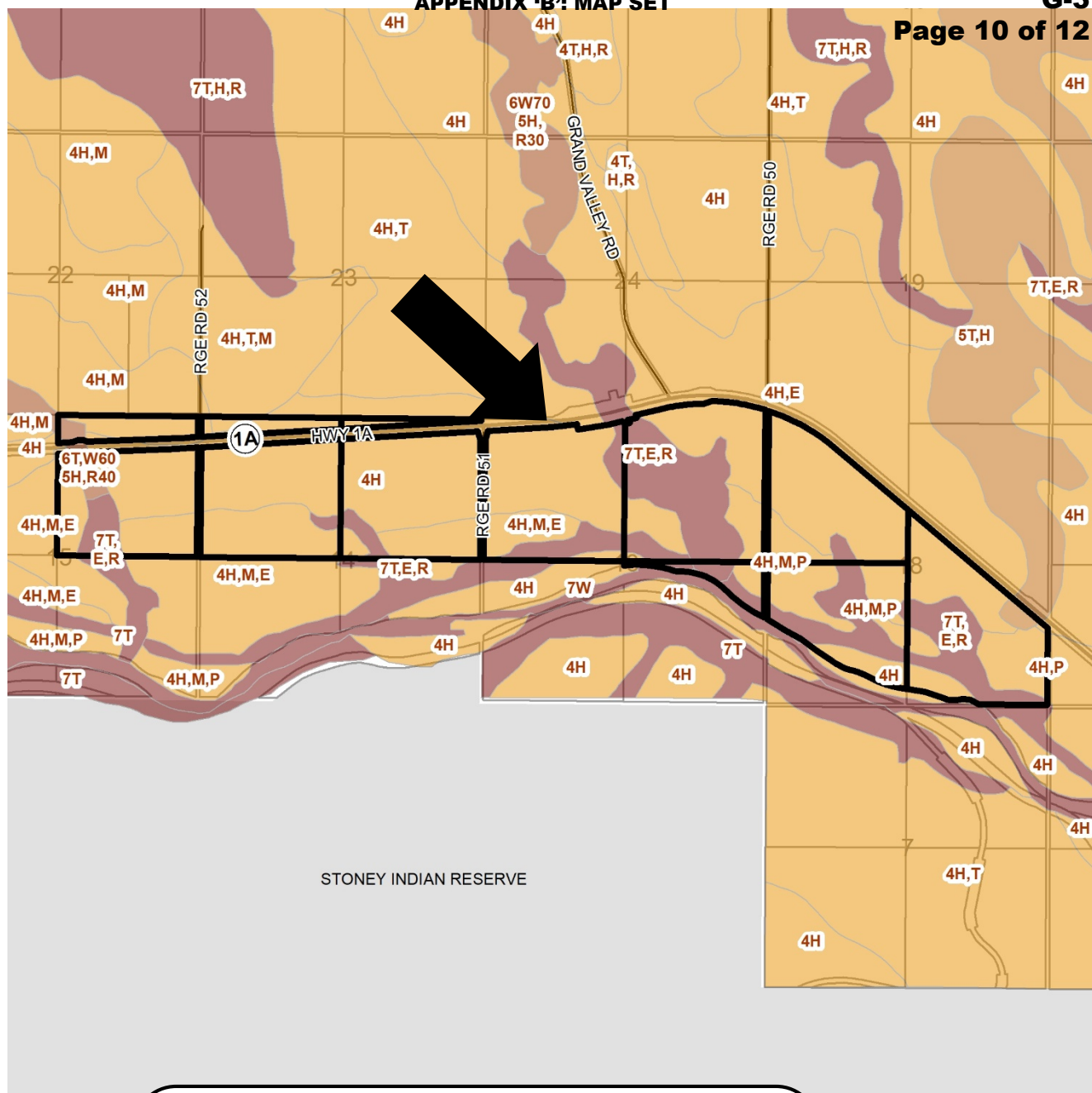
**NE-15-26-05-W05M, NW/NE-14-26-05-W05M  
SE/NW/NE-13-26-05-W05M, SW/NW/E-18-26-04-W05M**

Date: July 9, 2020

Application: PL20200066

File: 06915001/06914002/06914001/06913001/06913002/06913003/06818002/06818003/06818004





**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

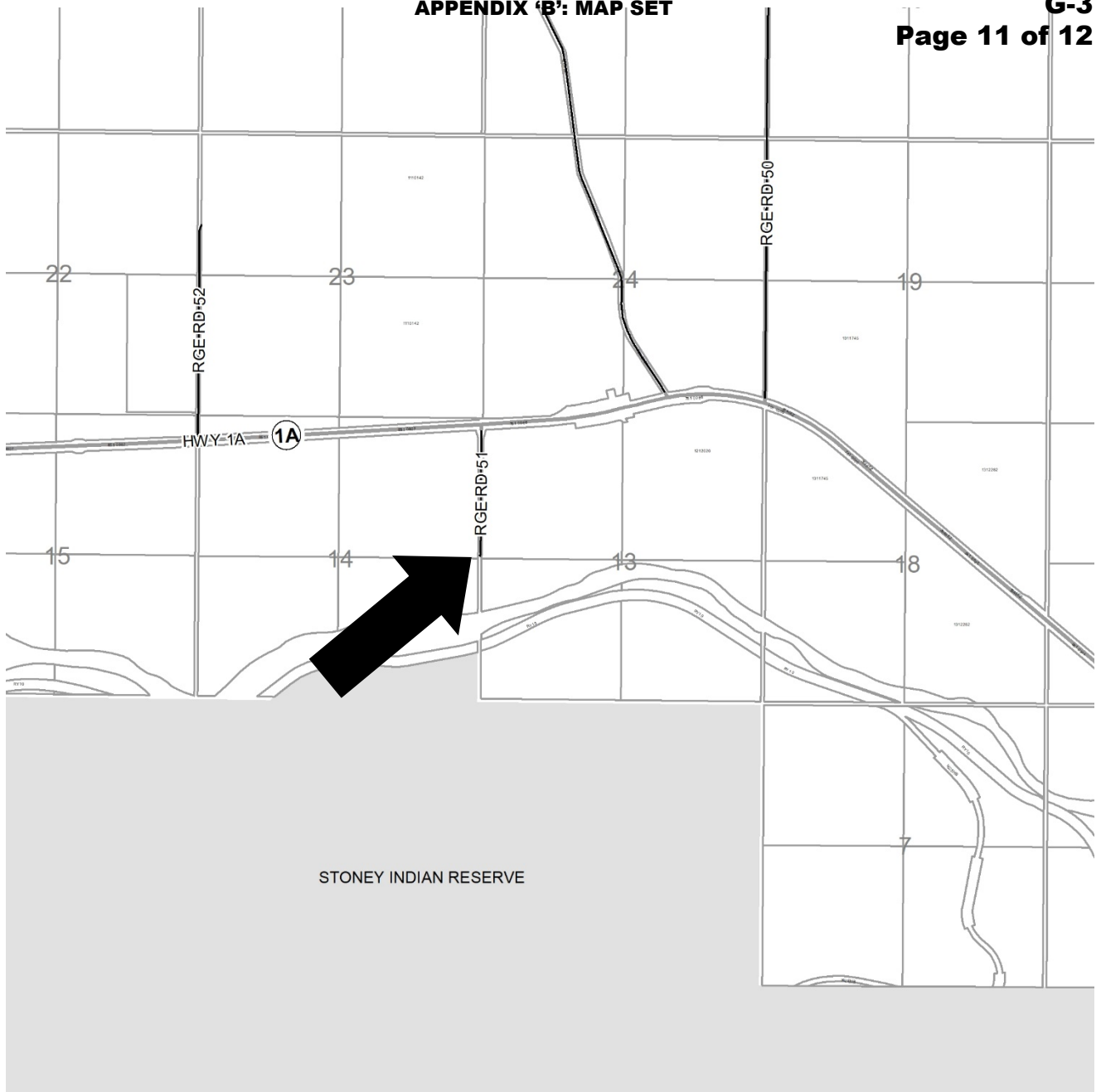
**Limitations**

- |   |                                     |
|---|-------------------------------------|
| B - brush/tree cover                      | N - high salinity                   |
| C - climate                               | P - excessive surface stoniness     |
| D - low permeability                      | R - shallowness to bedrock          |
| E - erosion damage                        | S - high sodicity                   |
| F - poor fertility                        | T - adverse topography              |
| G - Steep slopes                          | U - prior earth moving              |
| 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-15-26-05-W05M, NW/**



**Legend – Plan numbers**

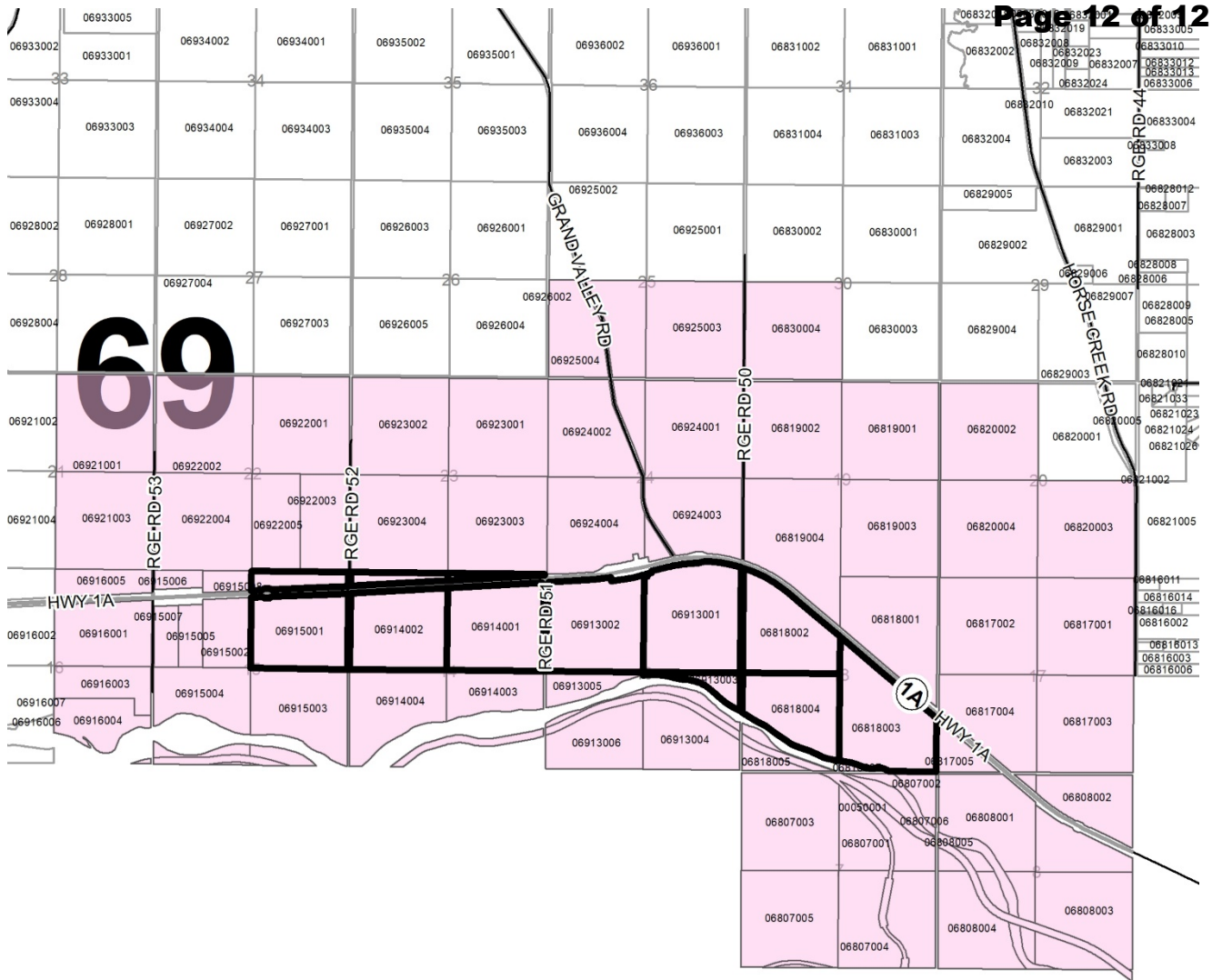
- First two numbers of the Plan Number indicate the year of subdivision registration.
- Plan numbers that include letters were registered before 1973 and do not reference a year

## HISTORIC SUBDIVISION MAP

**NE-15-26-05-W05M, NW/NE-14-26-05-W05M**  
**SE/NW/NE-13-26-05-W05M, SW/NW/E-18-26-04-W05M**

Date: July 9, 2020Application: PL20200066File: 06915001/06914002/06914001/06913001/06913002/06913003/06818002/06818003/06818004

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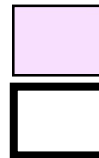
EY INDIAN  
VE NO.145



Letters in Opposition

Letters in Support

### Legend



Circulation Area

Subject Lands

## LANDOWNER CIRCULATION AREA

NE-15-26-05-W05M, NW/NE-14-26-05-W05M  
SE/NW/NE-13-26-05-W05M, SW/NW/E-18-26-04-W05M

Date: July 9, 2020

Application: PL20200066

File: 06915001/06914002/06914001/06913901/06913002/06913003/06818002/06818003/06818004

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**PLANNING AND DEVELOPMENT SERVICES**

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<b>TO:</b>	Council	<b>DIVISION:</b>	9
<b>DATE:</b>	September 1, 2020	<b>APPLICATION:</b>	PL20200089
<b>SUBJECT:</b>	First Reading Bylaw – Residential Redesignation	<b>FILE:</b>	06826039

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**PURPOSE:** To redesignate the subject land from Residential, Rural District to Residential, Country Residential District, in order to facilitate the creation of one  $\pm$  1.99 acre parcel with a  $\pm$  1.99 acre remainder.

**GENERAL LOCATION:** Located approximately 0.41 km (1/2 mile) east of Highway 22 and 0.41 km (1/2 mile) north of Camden Lane, off Camden Drive.

**APPLICANT:** Craig & Carley Zenner

**OWNERS:** Craig & Carley Zenner

**POLICY DIRECTION:** The County Plan, Cochrane North Area Structure Plan and the Land Use Bylaw.

**COUNCIL OPTIONS:**

Option #1: THAT Bylaw C-8075-2020 be given first reading.

Option #2: THAT application PL20200089 be denied.

**APPLICATION REQUIREMENTS:**

Standard technical requirements apply in accordance with the County Plan and County Servicing Standards.

Respectfully submitted,

“Theresa Cochran”

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Executive Director  
Community Development Services

XD/llt

Concurrence,

“Al Hoggan”

---

Chief Administrative Officer

**APPENDICES:**

APPENDIX ‘A’: Bylaw C-8075-2020 & Schedule A  
APPENDIX ‘B’: Map Set



ROCKY VIEW COUNTY

# BYLAW C-8075-2020

## A Bylaw of Rocky View County, in the Province of Alberta, to amend Rocky View County Bylaw C-8000-2020, being the *Land Use Bylaw*

The Council of Rocky View County enacts as follows:

### Title

1. This Bylaw may be cited as *Bylaw C-8075-2020*.

### Definitions

2. Words in this Bylaw have the same meaning as those set out in the Municipal Government Act except for the definitions provided below:
  - (1) **“Council”** means the duly elected Council of Rocky View County;
  - (2) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time; and
  - (3) **“Rocky View County”** means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.

### Effect

3. THAT Part 5, Land Use Map No.68 and No.68 NE of C-8000-2020 be amended by redesignating Lot 5, Block 23, Plan 0812064 within SW-26-26-04-W05M from Residential, Rural District (R-RUR) to Residential, Country Residential District (R-CRD), as shown on the attached Schedule 'A' forming part of this Bylaw.
4. THAT Lot 5, Block 23, Plan 0812064 within SW-26-26-04-W05M is hereby redesignated to Residential, Country Residential District (R-CRD), as shown on the attached Schedule 'A' forming part of this Bylaw.

### Transitional

5. Bylaw C-8075-2020 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	, 20XX
<i>PUBLIC HEARING WAS HELD IN COUNCIL this</i>	<i>day of</i>	<i>, 20XX</i>
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

APPENDIX 'A': BYLAW C-8075-2020 & SCHEDULE A  
SCHEDULE "A"

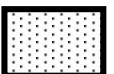
G-4  
Page 4 of 12

BYLAW: C-8075-2020

± 1.61 ha  
(± 3.98 ac)

AMENDMENT

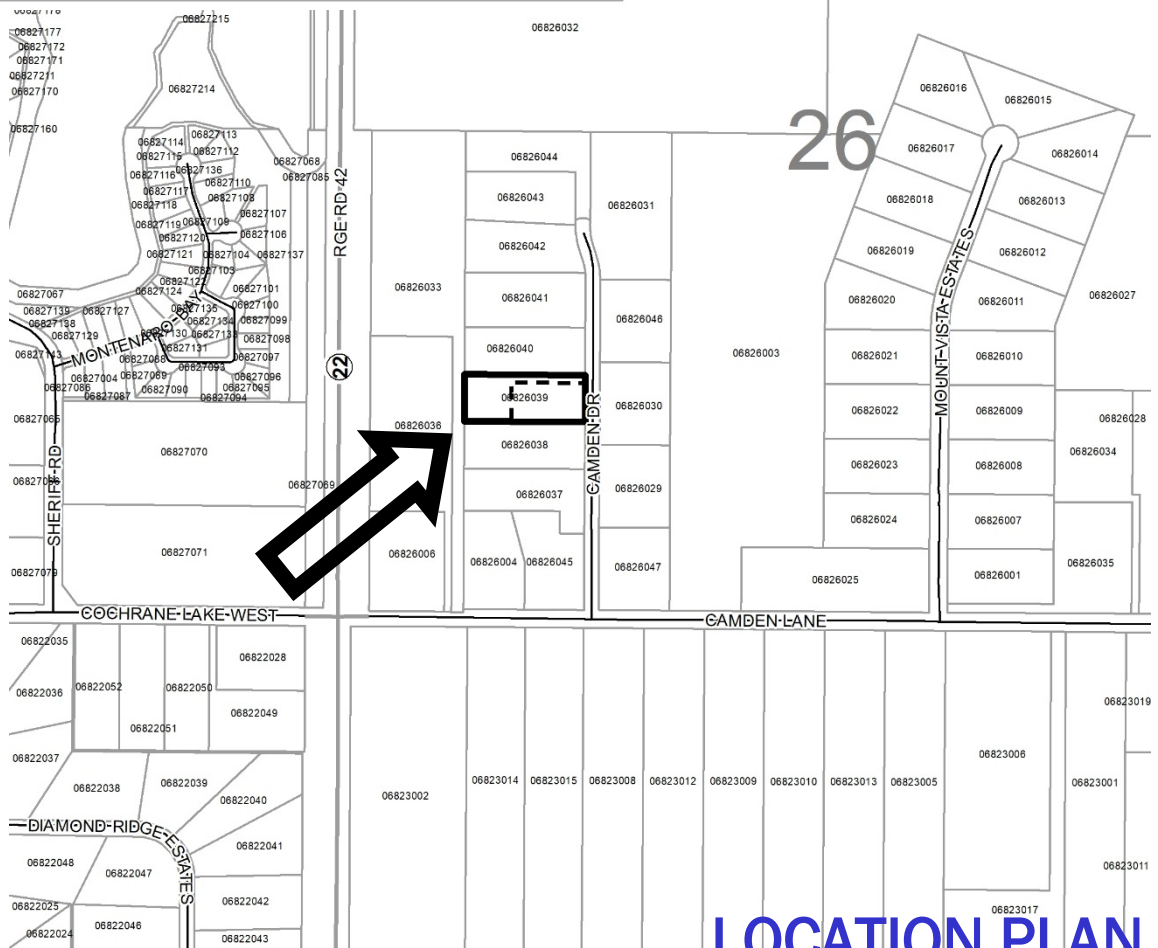
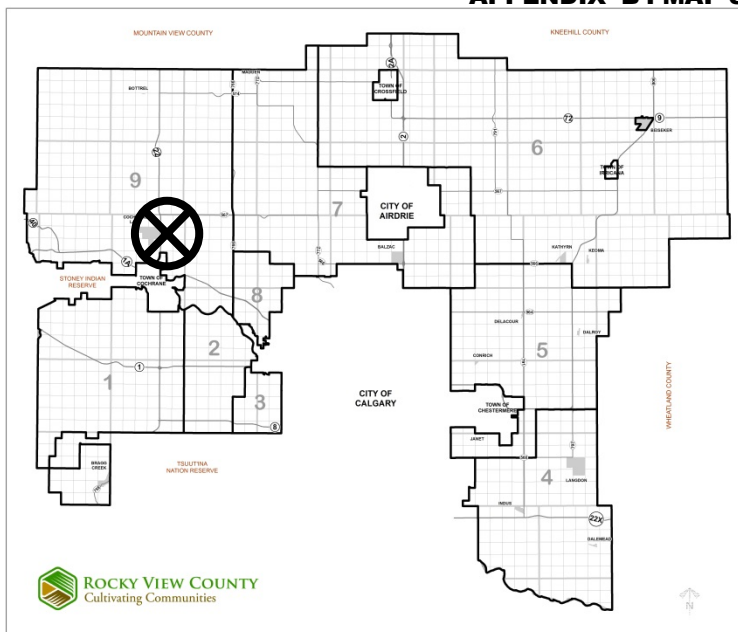
FROM Residential, Rural District (R-RUR) TO Residential, Country Residential District (R-CRD)



Subject Land \_\_\_\_\_

LEGAL DESCRIPTION: Lot 5, Block 23, Plan 0812064, SW-26-26-04-W05M

FILE: PL20200089 - 06826039



Lot 5, Block 23, Plan 0812064, SW-26-26-04-W05M

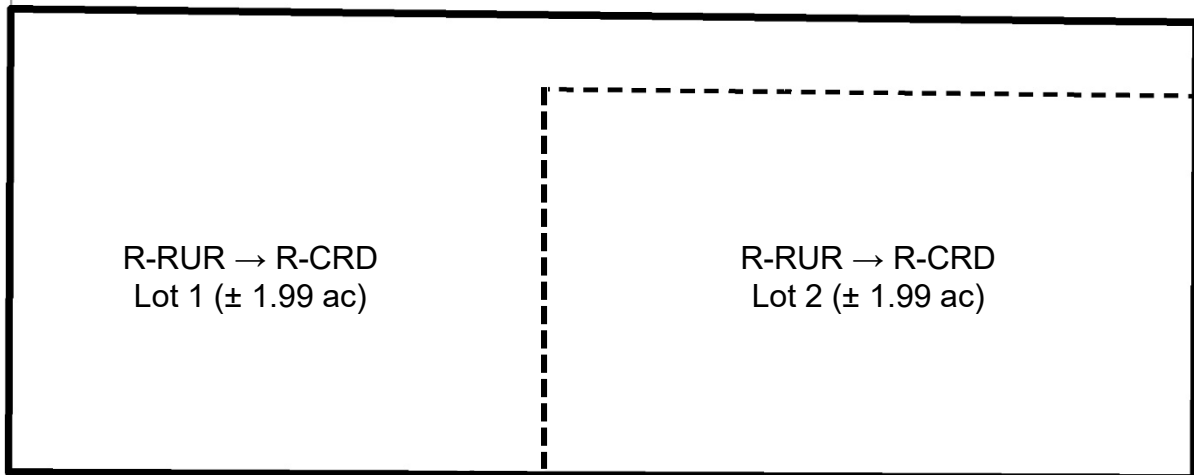
Date: July 29, 2020

Application: PL20200089

File: 06826039 593



**Redesignation Proposal:** To redesignate the subject land from Residential, Rural District to Residential, Country Residential District, in order to facilitate the creation of one  $\pm$  1.99 acre parcel (Lot 1) with a  $\pm$  1.99 acre remainder (Lot 2).



## DEVELOPMENT PROPOSAL



Lot 5, Block 23, Plan 0812064, SW-26-26-04-W05M

Date: July 29, 2020

Application: PL20200089

File: 06826099 593



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

**AIR PHOTO**

*Spring 2018*

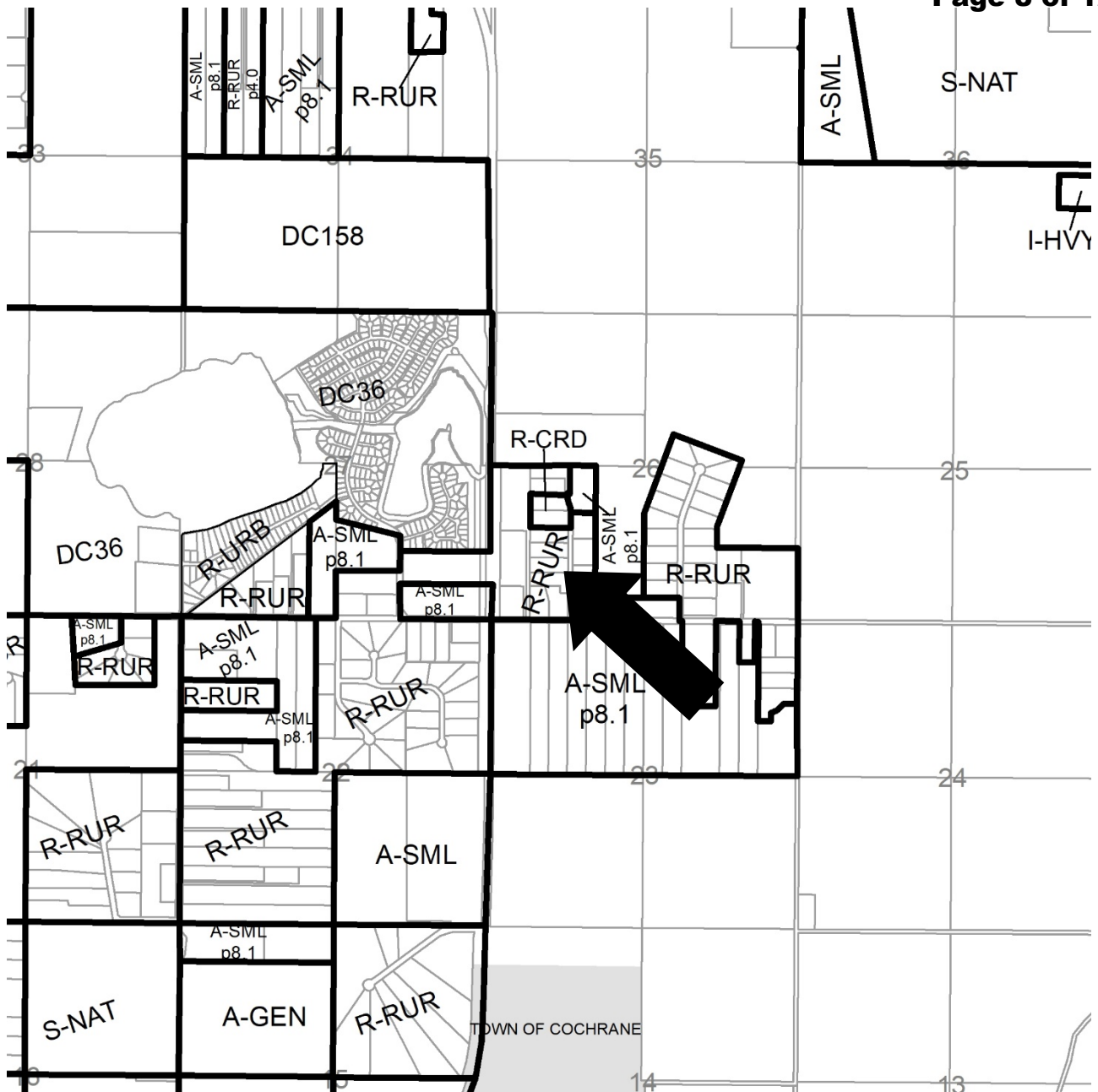


Lot 5, Block 23, Plan 0812064, SW-26-26-04-W05M

Date: July 29, 2020

Application: PL20200089

File: 06826099 593



RF2	Ranch and Farm Two	B-1	Highway Business
RF3	Ranch and Farm Three	B-2	General Business
AH	Agricultural Holding	B-3	Limited Business
F	Farmstead	B-4	Recreation Business
R-1	Residential One	B-5	Agricultural Business
R-2	Residential Two	B-6	Local Business
R-3	Residential Three	NRI	Natural Resource Industrial
DC	Direct Control	HR-1	Hamlet Residential Single Family
PS	Public Service	HR-2	Hamlet Residential (2)
		HC	Hamlet Commercial
		AP	Airport

## LAND USE MAP



Lot 5, Block 23, Plan 0812064, SW-26-26-04-W05M

Date: July 29, 2020

Application: PL20200089

File: 06826099 593





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 5, Block 23, Plan 0812064, SW-26-26-04-W05M

Date: July 29, 2020

Application: PL20200089

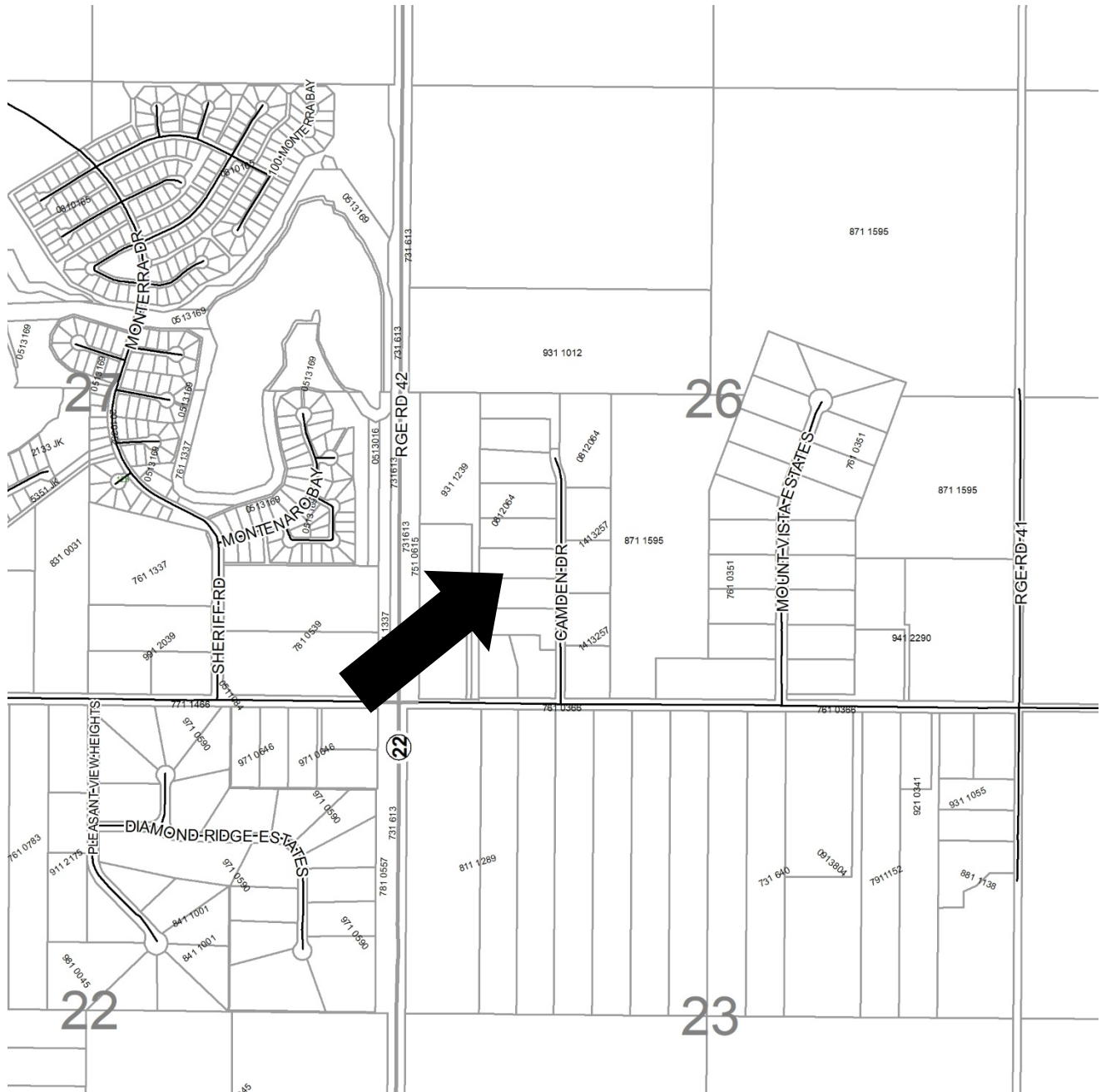
File: Pa 06826039 593





**File:** Page 06826039 593



**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

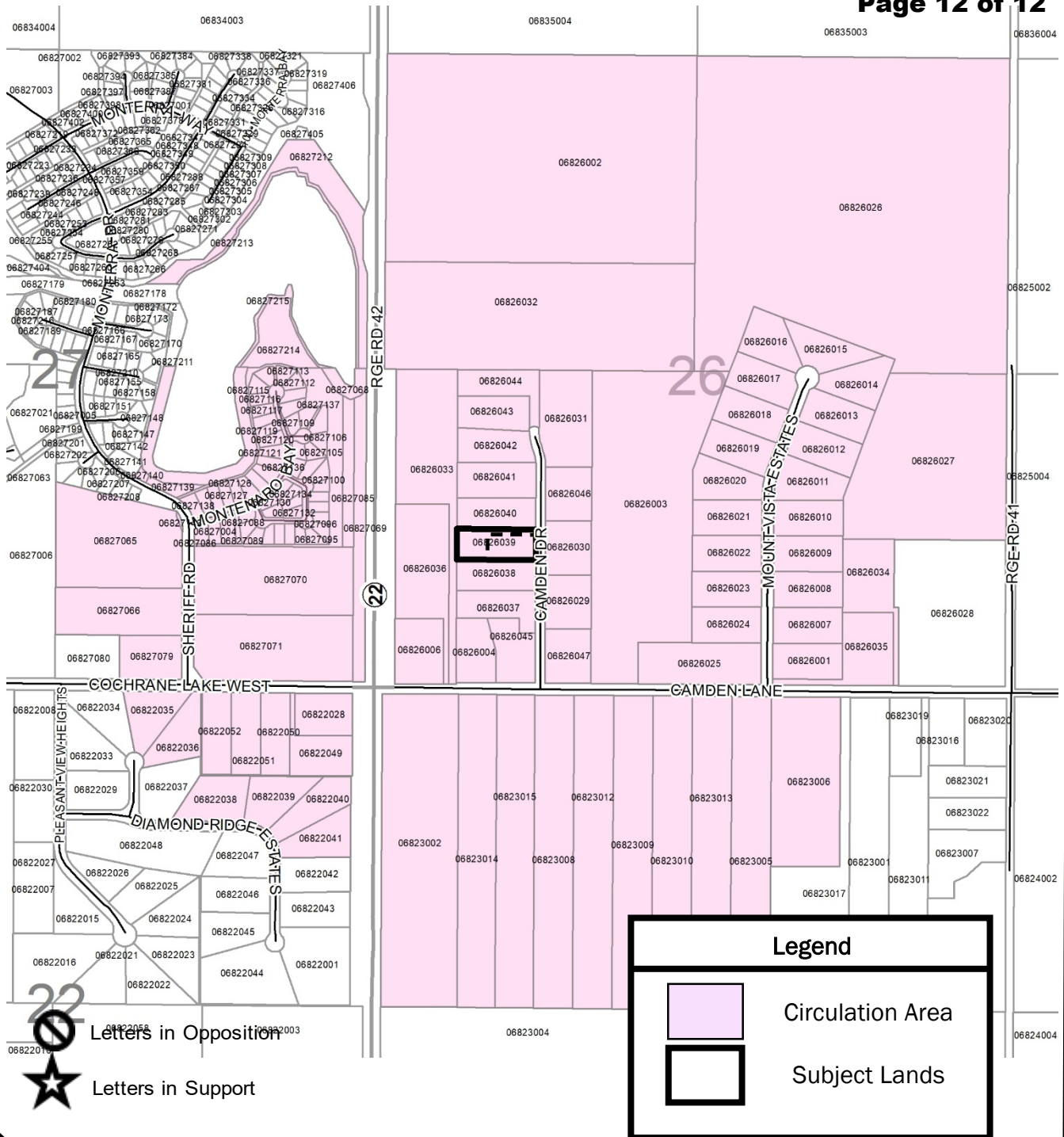


Lot 5, Block 23, Plan 0812064, SW-26-26-04-W05M

Date: July 29, 2020

Application: PL20200089

File: 06826099 593



Lot 5, Block 23, Plan 0812064, SW-26-26-04-W05M

Date: July 29, 2020

Application: PL20200089

File: 06826039 593



## PLANNING AND DEVELOPMENT SERVICES

**TO:** Council **DIVISION:** 2  
**DATE:** September 1, 2020 **APPLICATION:** PL20200078  
**FILE:** 05707130/ 31 / 32 / 33 / 34 / 35 / 36 / 37 / 38 / 39 / 40 / 41  
/ 42 / 43 / 44 / 45 / 46 / 47 / 48 / 49 / 50 / 51 / 52 / 53 / 54  
/ 55 / 56 / 57 / 58 / 59 / 60 / 61 / 62 / 63 / 64 / 65 / 66 / 67  
**SUBJECT:** First Reading Bylaw – Direct Control Bylaw Site-Specific Amendments

**PURPOSE:** A Site-Specific Amendment to Direct Control Bylaw (DC-129) to redesignate 38 properties in Harmony Stage 4A from Village Residential 1 Development Cell (VR-1) to Village Residential 2 Development Cell (VR-2) to allow for additional variety of residential development in the area.

**GENERAL LOCATION:** Located approximately 1.61 km (1 mile) north of Township Road 250 and on the east side of Range Road 40, within the hamlet of Harmony.

**APPLICANT:** Stantec Consulting

**OWNERS:** Harmony Developments Inc.; Owners Association of Harmony

**POLICY DIRECTION:** The Harmony Conceptual Scheme and any other applicable policies.

### COUNCIL OPTIONS:

Option #1: THAT Bylaw C-8079-2020 be given first reading.

Option #2: THAT application PL20200078 be denied.

### APPLICATION REQUIREMENTS:

Standard technical requirements apply in accordance with the County Plan and County Servicing Standards.

Respectfully submitted,

Concurrence,

“Theresa Cochran”

“Al Hoggan”

\_\_\_\_\_  
Executive Director  
Community Development Services

\_\_\_\_\_  
Chief Administrative Officer

JKwan/llt

### APPENDICES:

APPENDIX ‘A’: Bylaw C-8079-2020 & Schedule A

APPENDIX ‘B’: Map Set

### Administration Resources

Johnson Kwan, Planning and Development Services



ROCKY VIEW COUNTY

# BYLAW C-8079-2020

## A Bylaw of Rocky View County, in the Province of Alberta, to amend Rocky View County Direct Control Bylaw C-6688-2008 (DC-129).

The Council of Rocky View County enacts as follows:

### Title

- 1 This Bylaw may be cited as *Bylaw C-8079-2020*.

### Definitions

- 2 Words in this Bylaw have the same meaning as those set out in the Direct Control Bylaw C-6688-2008 (DC-129), Land Use Bylaw C-4841-97, and the *Municipal Government Act* except for the definitions provided below:
- (1) **“Council”** means the duly elected Council of Rocky View County;
  - (2) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time; and
  - (3) **“Rocky View County”** means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.

### Effect

- 3 THAT Direct Control District (DC-129, Bylaw C-6688-2008) be amended as detailed in Schedule A forming part of this Bylaw.

### Transitional

- 4 Bylaw C-8079-2020 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 \_\_\_\_\_, 20XX

PUBLIC HEARING HELD this \_\_\_\_\_ day of \_\_\_\_\_, 20XX

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

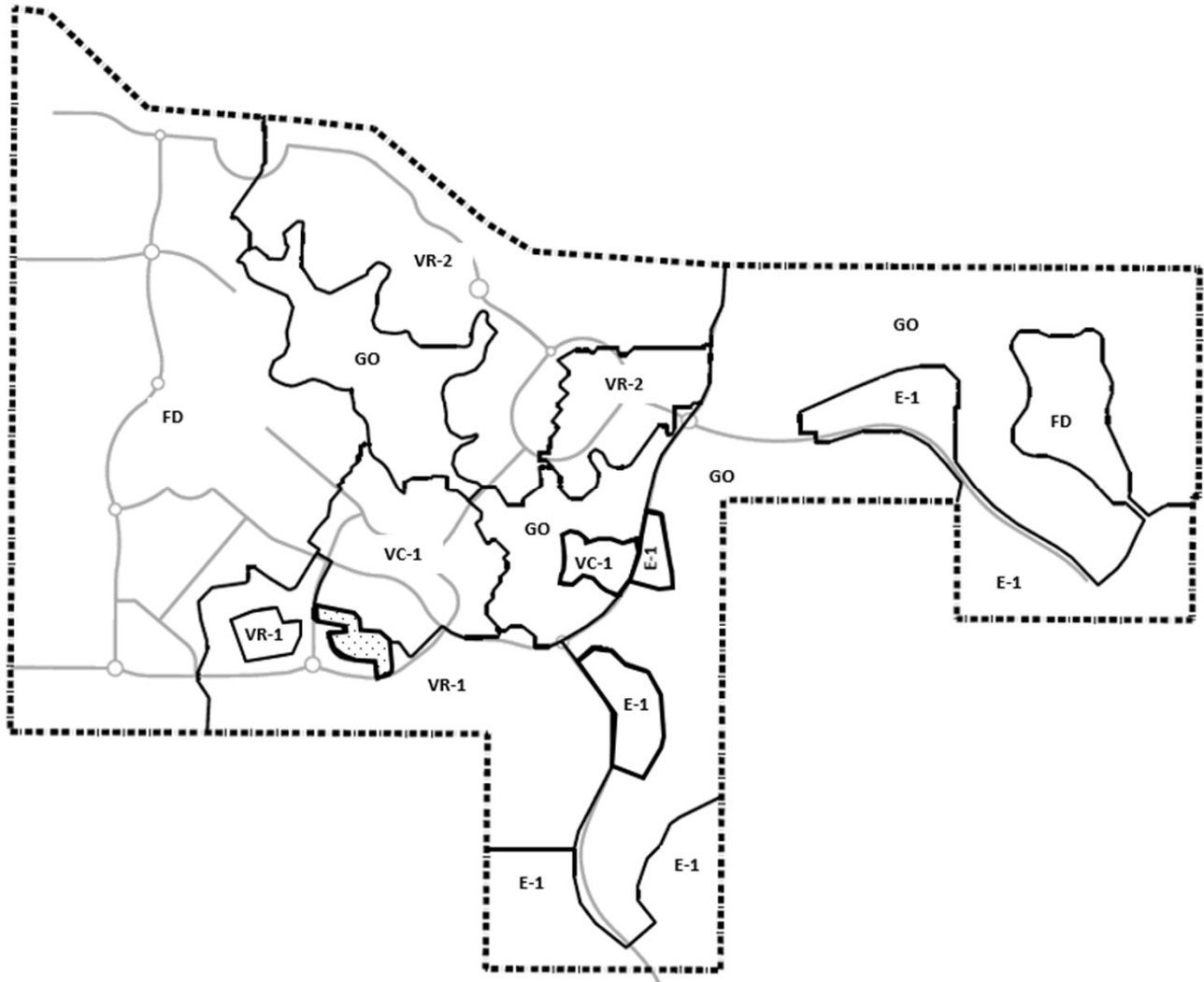
READ A THIRD TIME IN COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 20XX

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Chief Administrative Officer or Designate

\_\_\_\_\_  
Date Bylaw Signed



**SCHEDULE "A"****BYLAW:** C-8079-2020**AMENDMENT**

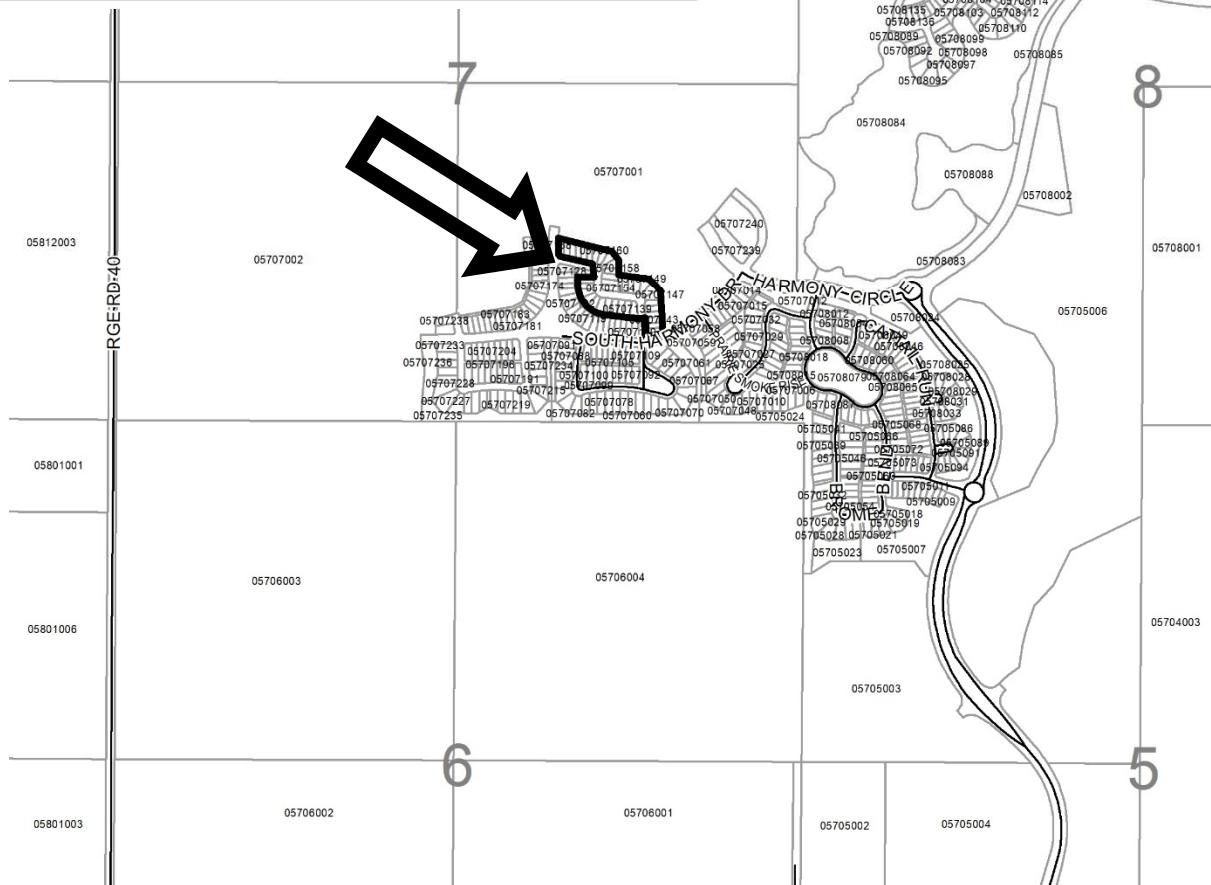
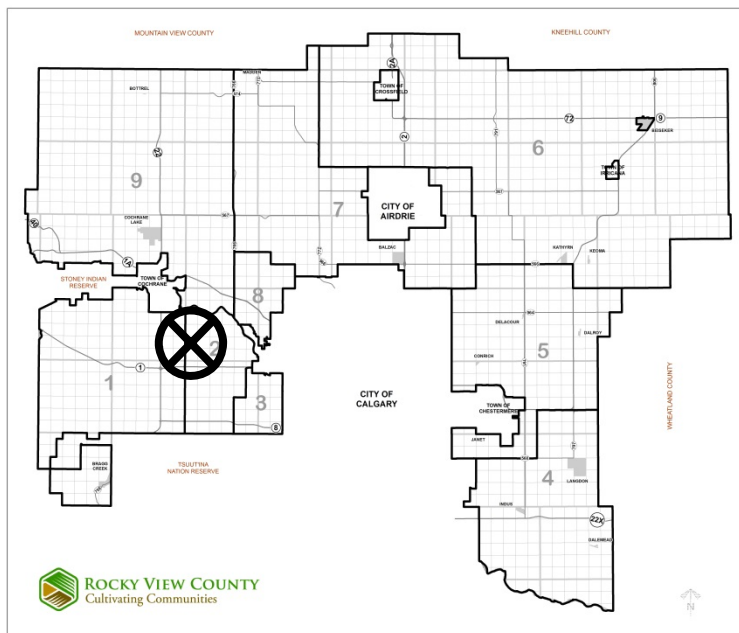
**FROM** Village Residential 1  
Development Cell (VR-1) **TO** Village Residential 2  
Development Cell (VR-2)



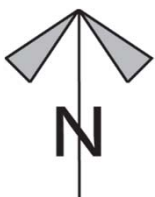
Subject Land \_\_\_\_\_

**LEGAL DESCRIPTION:** Lots 21 to 31, Block 15, Plan 1910632 and  
Lots 1 to 27, Block 14, Plan 1910632 all within SE-07-25-03-W05M

**FILE:** PL20200078 – 05707130 to 7167



## LOCATION PLAN

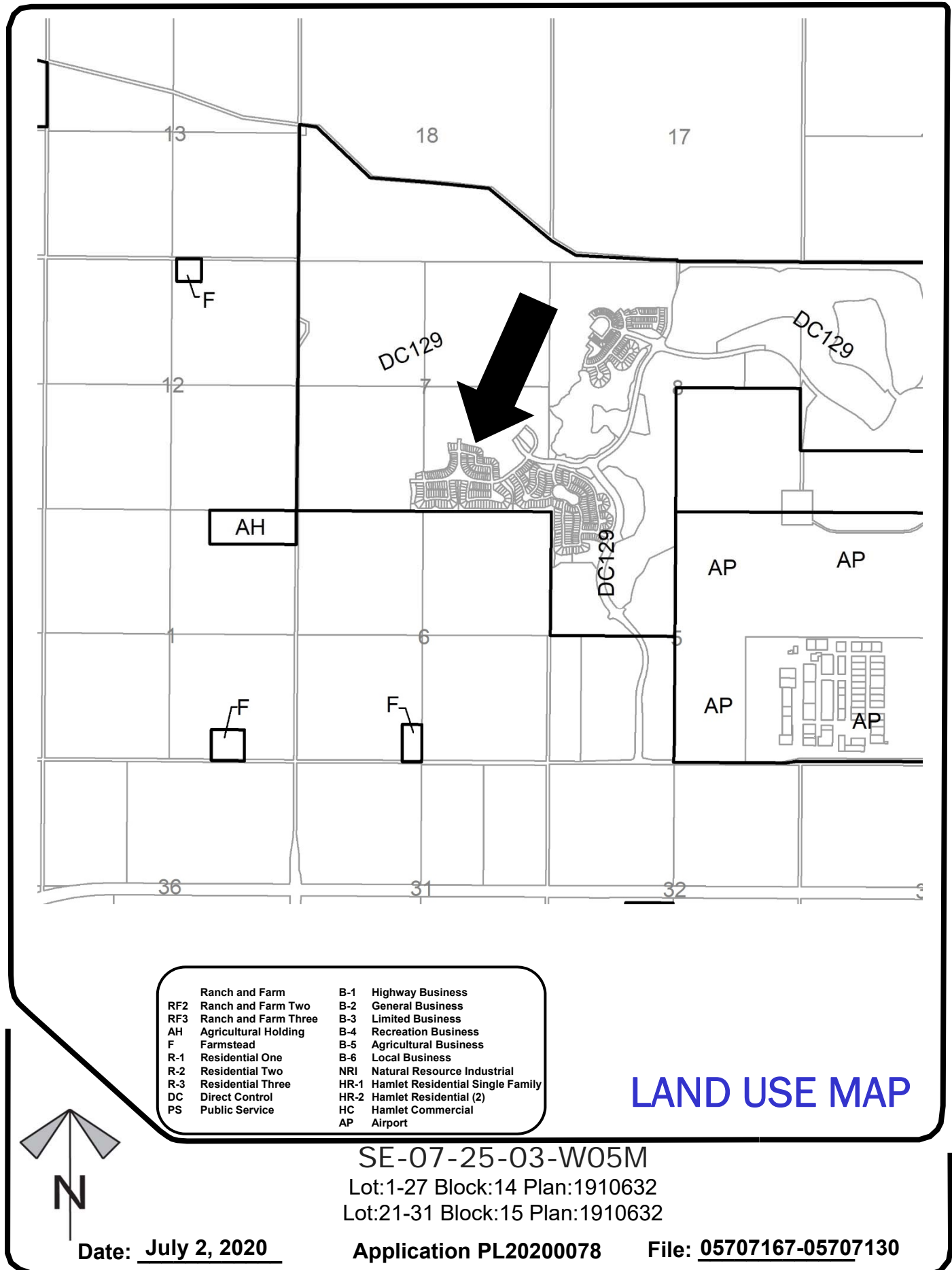


SE-07-25-03-W05M  
 Lot:1-27 Block:14 Plan:1910632  
 Lot:21-31 Block:15 Plan:1910632

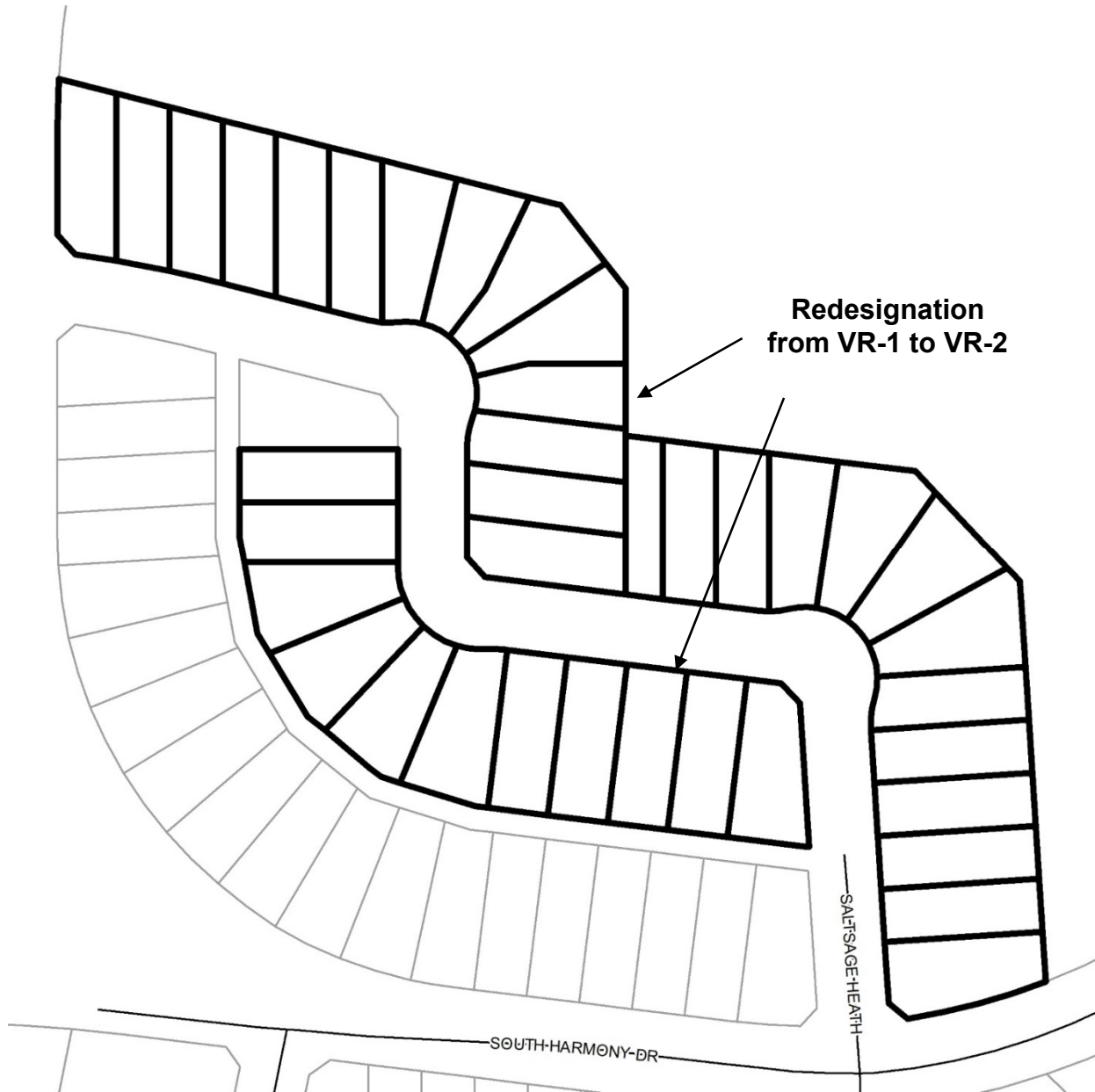
Date: July 2, 2020

Application PL20200078

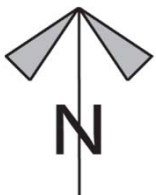
File: 05707167-05707130



**Redesignation Proposal:** Site Specific Amendments to Direct Control Bylaw (DC-129) to redesignate 38 properties in Harmony Stage 4A from Village Residential 1 Development Cell (VR-1) to Village Residential 2 Development Cell (VR-2) to allow for additional product type in the area.



## DEVELOPMENT PROPOSAL



SE-07-25-03-W05M

Lot:1-27 Block:14 Plan:1910632

Lot:21-31 Block:15 Plan:1910632

Date: July 2, 2020

Application PL20200078

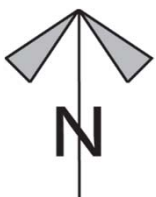
File: 05707167-05707130



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

**AIR PHOTO**

*Spring 2018*



SE-07-25-03-W05M

Lot:1-27 Block:14 Plan:1910632

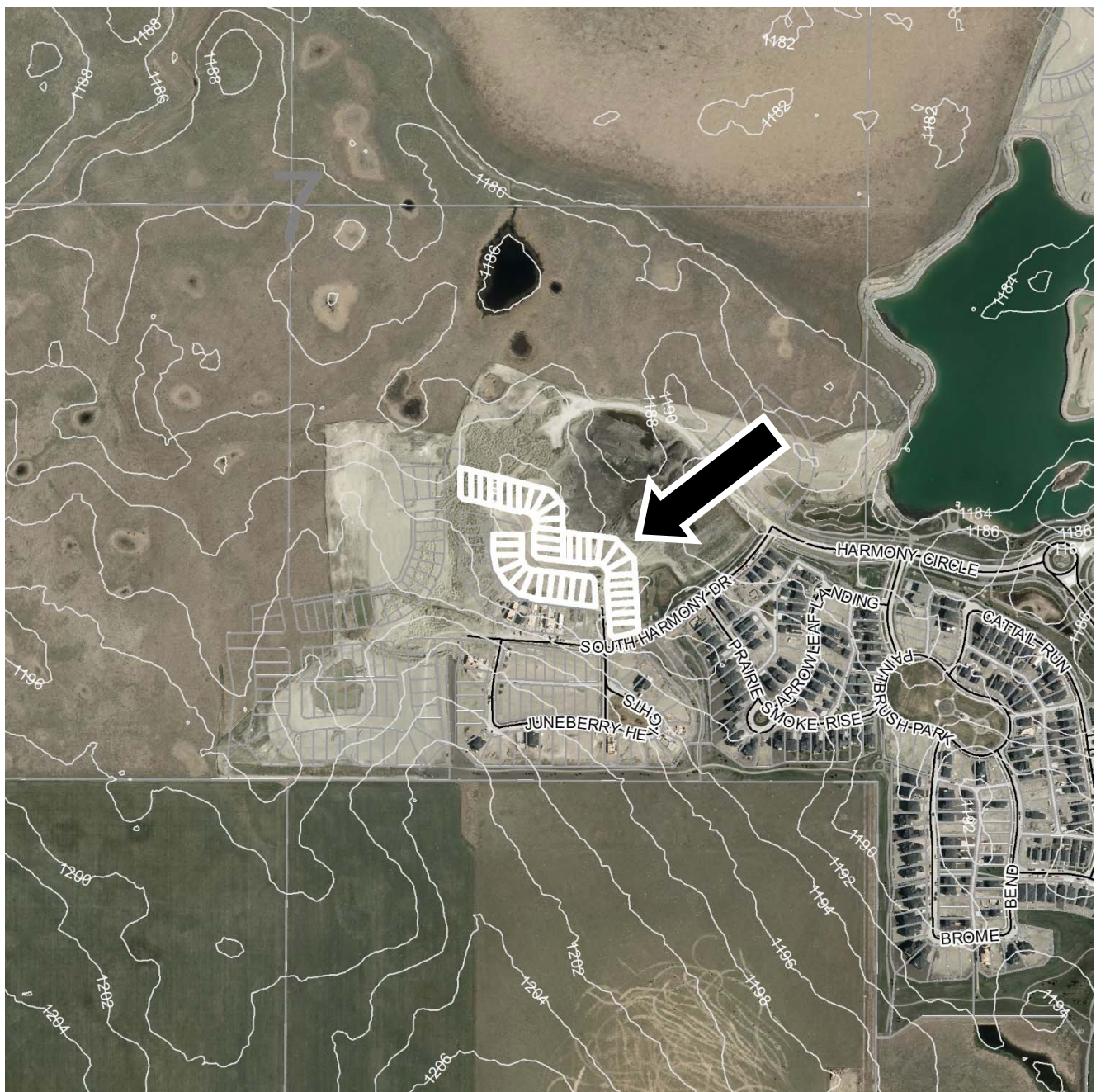
Lot:21-31 Block:15 Plan:1910632

Date: July 2, 2020

Application PL20200078

File: 05707167-05707130

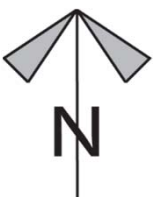




Contours are generated using 10m grid points, and depict general topographic features of the area. Detail accuracy at a local scale cannot be guaranteed. They are included for reference use only.

## TOPOGRAPHY

*Contour Interval 2 M*



SE-07-25-03-W05M

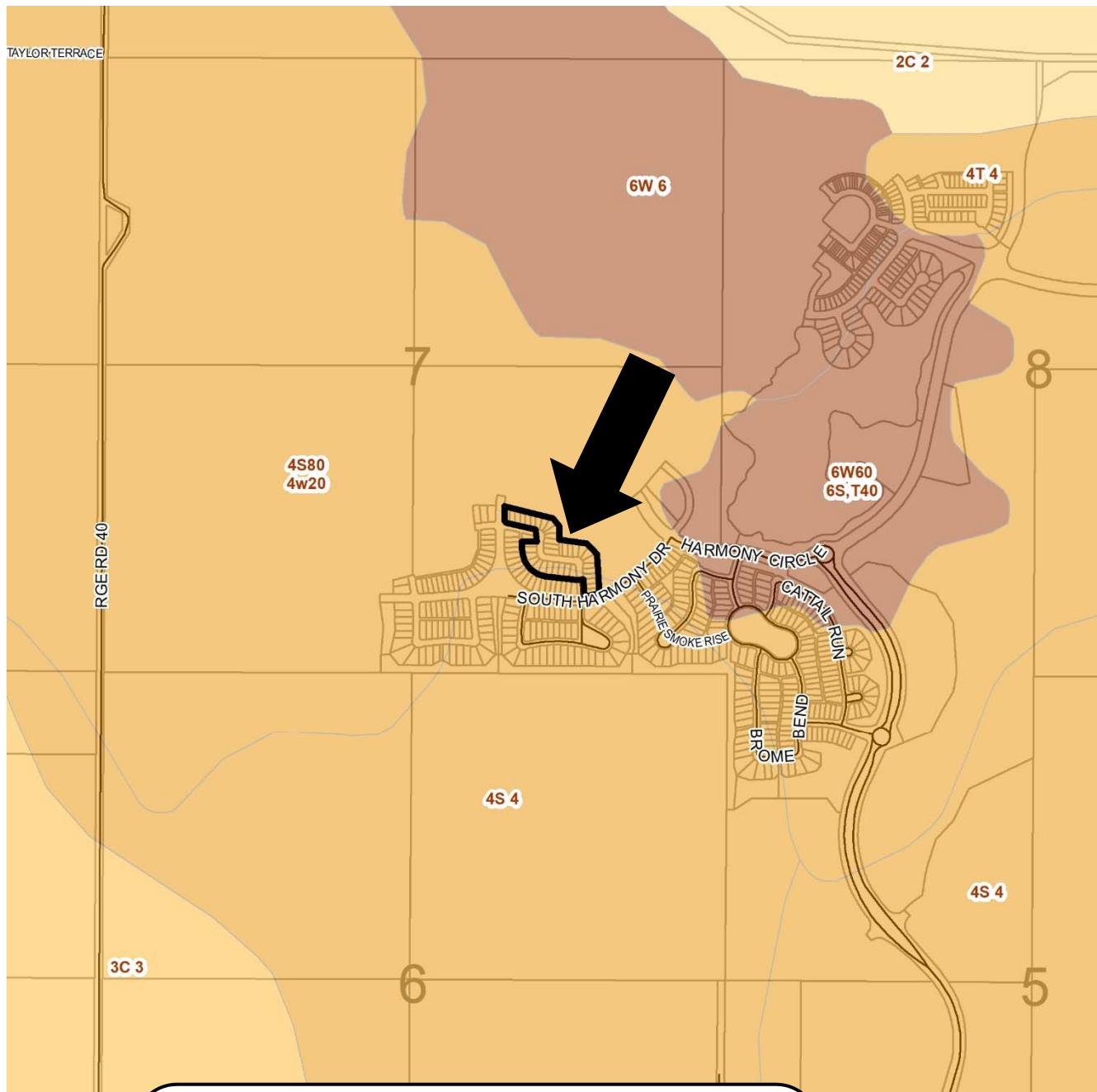
Lot:1-27 Block:14 Plan:1910632

Lot:21-31 Block:15 Plan:1910632

Date: July 2, 2020

Application PL20200078

File: 05707167-05707130



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

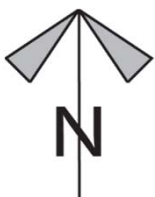
**CLI Class**

- 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                      | N - high salinity                   |
| C - climate                               | P - excessive surface stoniness     |
| D - low permeability                      | R - shallowness to bedrock          |
| E - erosion damage                        | S - high sodicity                   |
| F - poor fertility                        | T - adverse topography              |
| G - Steep slopes                          | U - prior earth moving              |
| 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**



SE-07-25-03-W05M

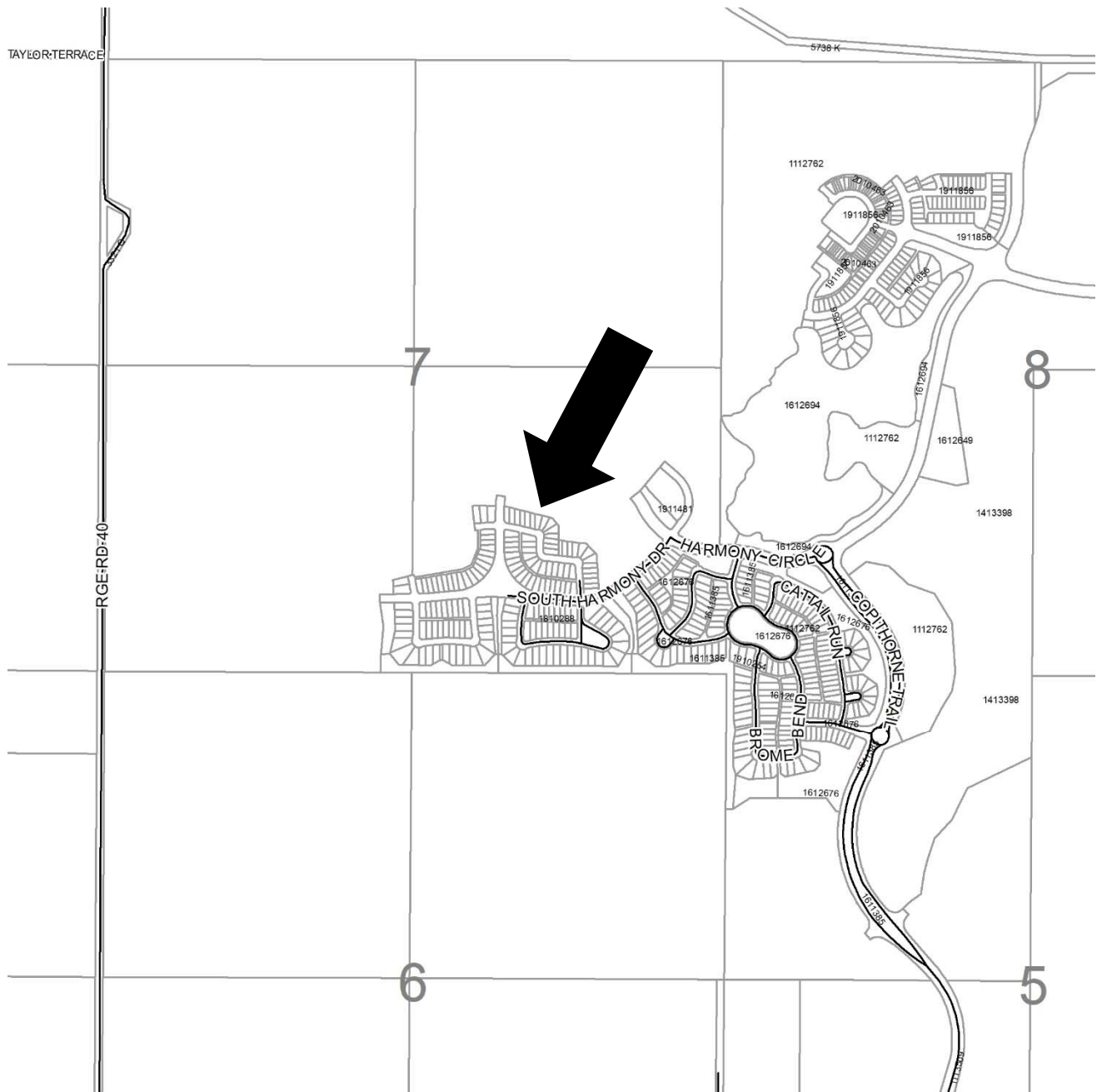
Lot:1-27 Block:14 Plan:1910632

Lot:21-31 Block:15 Plan:1910632

Date: July 2, 2020

Application PL20200078

File: 05707167-05707130

**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-07-25-03-W05M

Lot:1-27 Block:14 Plan:1910632

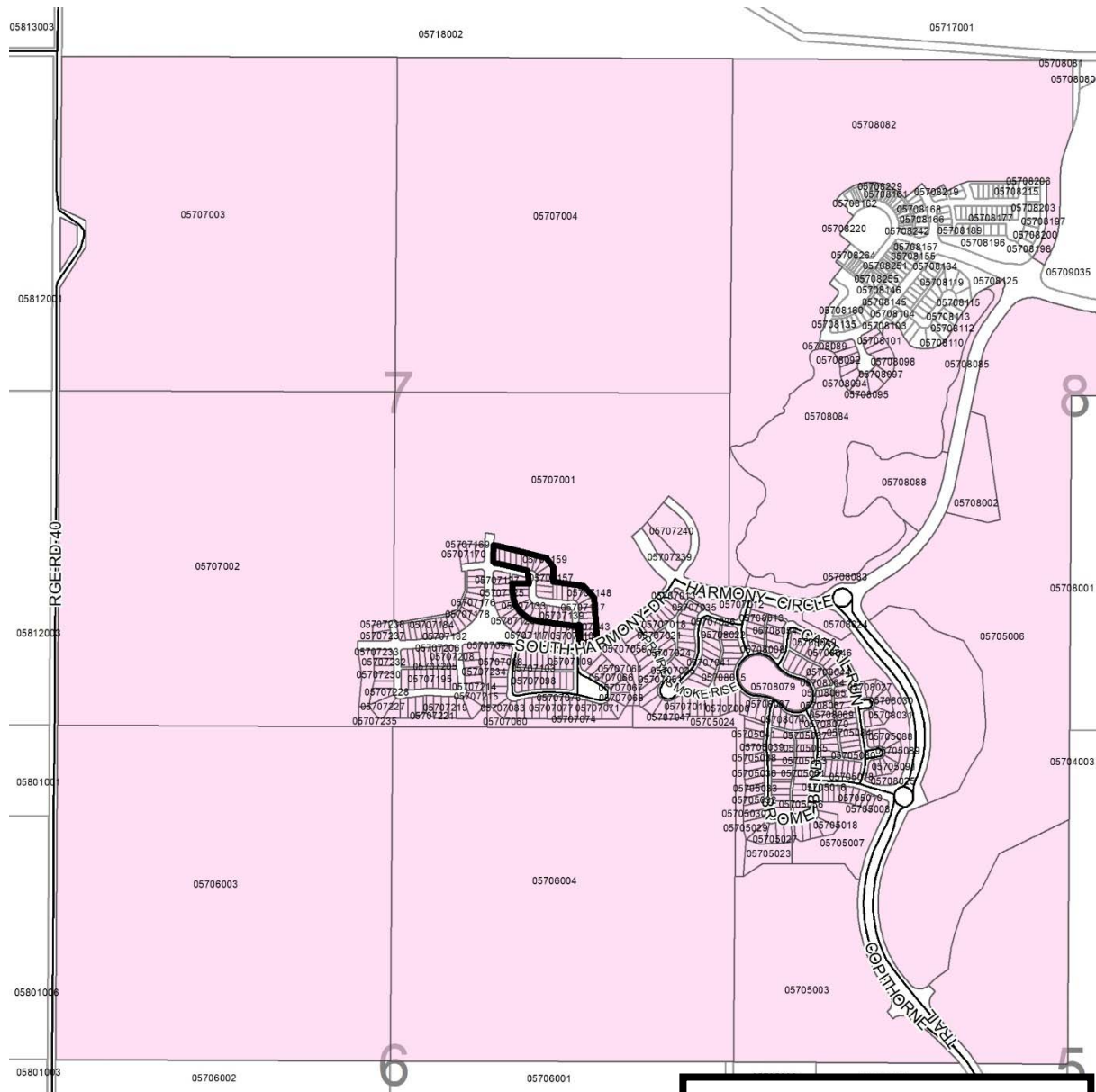
Lot:21-31 Block:15 Plan:1910632

Date: July 2, 2020

Application PL20200078

File: 05707167-05707130



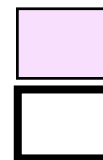


Letters in Opposition



Letters in Support

## Legend



Circulation Area



Subject Lands

## LANDOWNER CIRCULATION AREA

SE-07-25-03-W05M

Lot:1-27 Block:14 Plan:1910632

Lot:21-31 Block:15 Plan:1910632

Date: July 2, 2020

Application PL20200078

File: 05707167-05707130



## **PLANNING AND DEVELOPMENT SERVICES**

---

<b>TO:</b>	Council	<b>DIVISION:</b>	2
<b>DATE:</b>	September 1, 2020	<b>APPLICATION:</b>	PL20200079
<b>SUBJECT:</b>	First Reading Bylaw – Direct Control Bylaw Site-Specific Amendments	<b>FILE:</b>	05707001/7002

---

**PURPOSE:** A Site -Specific Amendment to Direct Control Bylaw (DC-129) to redesignate a portion of Harmony Stage 4B from Village Residential 1 Development Cell (VR-1) to Village Residential 2 Development Cell (VR-2) to allow for additional variety of residential development in the area.

**GENERAL LOCATION:** Located approximately 1.61 km (1 mile) north of Township Road 250 and on the east side of Range Road 40, within the hamlet of Harmony.

**APPLICANT:** Stantec Consulting

**OWNERS:** Harmony Developments Inc.

**POLICY DIRECTION:** The Harmony Conceptual Scheme and any other applicable policies.

### **COUNCIL OPTIONS:**

Option #1: THAT Bylaw C-8080-2020 be given first reading.

Option #2: THAT application PL20200079 be denied.

### **APPLICATION REQUIREMENTS:**

Standard technical requirements apply in accordance with the County Plan and County Servicing Standards.

Respectfully submitted,

Concurrence,

“Theresa Cochran”

“Al Hoggan”

---

Executive Director  
Community Development Services

---

Chief Administrative Officer

JKwan/llt

### **APPENDICES:**

APPENDIX ‘A’: Bylaw C-8080-2020 & Schedule A

APPENDIX ‘B’: Map Set

---

### **Administration Resources**

Johnson Kwan, Planning and Development Services





ROCKY VIEW COUNTY

# BYLAW C-8080-2020

## A Bylaw of Rocky View County, in the Province of Alberta, to amend Rocky View County Direct Control Bylaw C-6688-2008 (DC-129).

The Council of Rocky View County enacts as follows:

### Title

- 1 This Bylaw may be cited as *Bylaw C-8080-2020*.

### Definitions

- 2 Words in this Bylaw have the same meaning as those set out in the Direct Control Bylaw C-6688-2008 (DC-129), Land Use Bylaw C-4841-97, and the *Municipal Government Act* except for the definitions provided below:
- (1) **“Council”** means the duly elected Council of Rocky View County;
  - (2) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time; and
  - (3) **“Rocky View County”** means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.

### Effect

- 3 THAT Direct Control District (DC-129, Bylaw C-6688-2008) be amended as detailed in Schedule A forming part of this Bylaw.

### Transitional

- 4 Bylaw C-8080-2020 is passed and comes into full force and effect when it receives third reading and is signed in accordance with the *Municipal Government Act*.



ROCKY VIEW COUNTY

READ A FIRST TIME IN COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 20XX

PUBLIC HEARING HELD 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

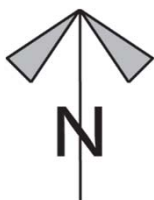
\_\_\_\_\_  
Chief Administrative Officer or Designate

\_\_\_\_\_  
Date Bylaw Signed

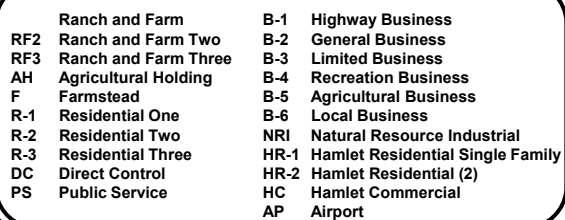
**BYLAW:** C-8080-2020

**LEGAL DESCRIPTION:** A portion of SW-07-25-03-W05M and  
a portion of SE-07-25-03-W05M


**ROCKY VIEW COUNTY**



**File: 05707001**

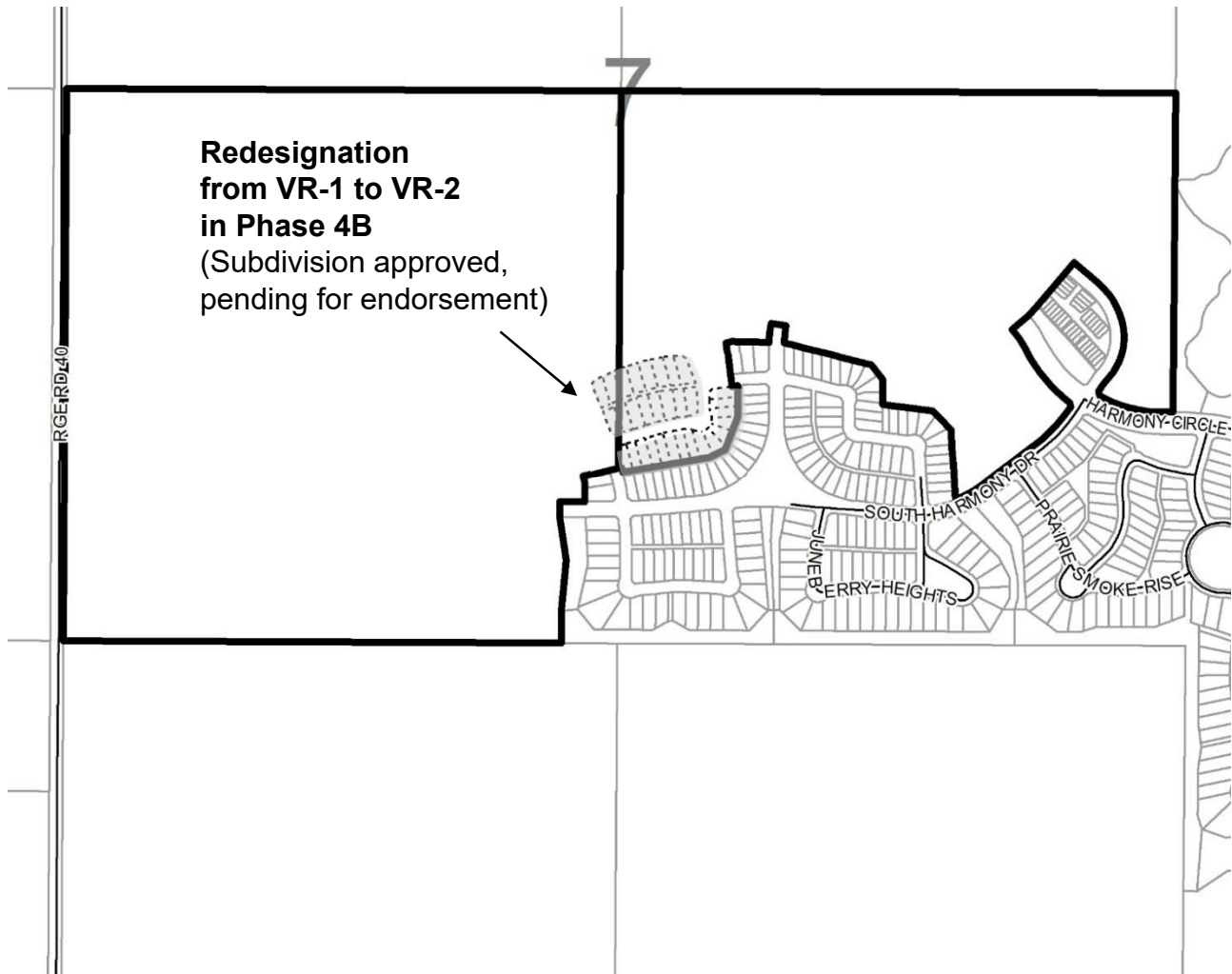


# LAND USE MAP

**File: 05707001**



**Redesignation Proposal:** Site Specific Amendments to Direct Control Bylaw (DC-129) to redesignate a portion of Harmony Stage 4B from Village Residential 1 Development Cell (VR-1) to Village Residential 2 Development Cell (VR-2) to allow for additional product type in the area.



## DEVELOPMENT PROPOSAL

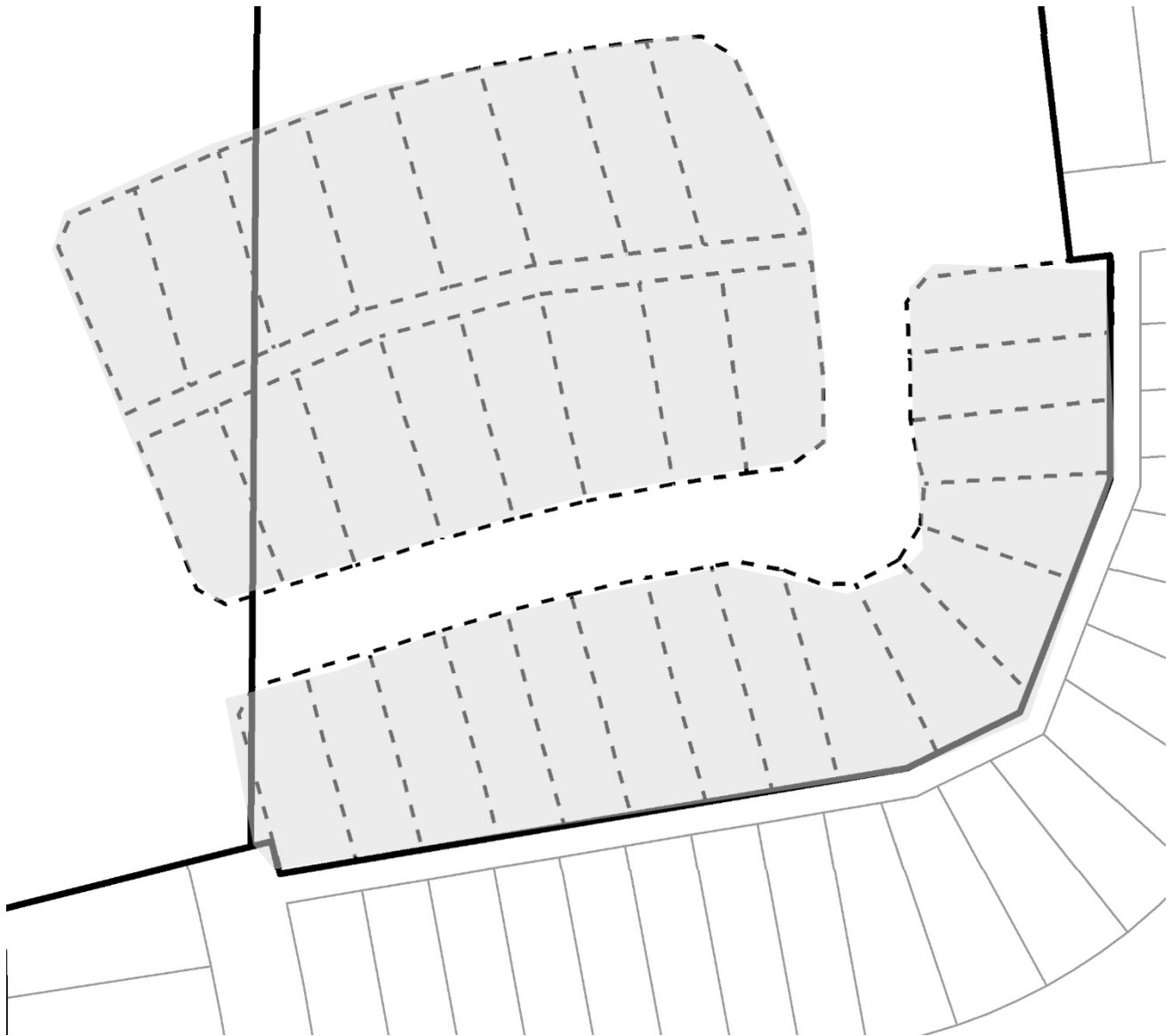
SE-07-25-03-W05M

Date: August 13, 2020

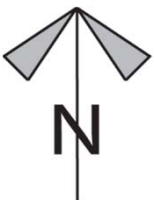
Application PL20200079

File: 05707001

**Redesignation Proposal:** Site Specific Amendments to Direct Control Bylaw (DC-129) to redesignate a portion of Harmony Stage 4B from Village Residential 1 Development Cell (VR-1) to Village Residential 2 Development Cell (VR-2) to allow for additional product type in the area.



## DEVELOPMENT PROPOSAL



SE-07-25-03-W05M

Date: August 13, 2020

Application PL20200079

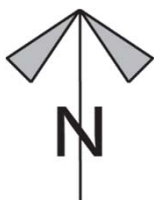
File: 05707001



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-07-25-03-W05M

Date: August 13, 2020

Application PL20200079

File: 05707001

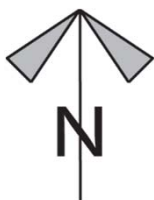




Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

**AIR PHOTO**

*Spring 2020*



SE-07-25-03-W05M

Date: August 13, 2020

Application PL20200079

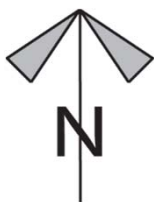
File: 05707001



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

**AIR PHOTO**

*Spring 2020*



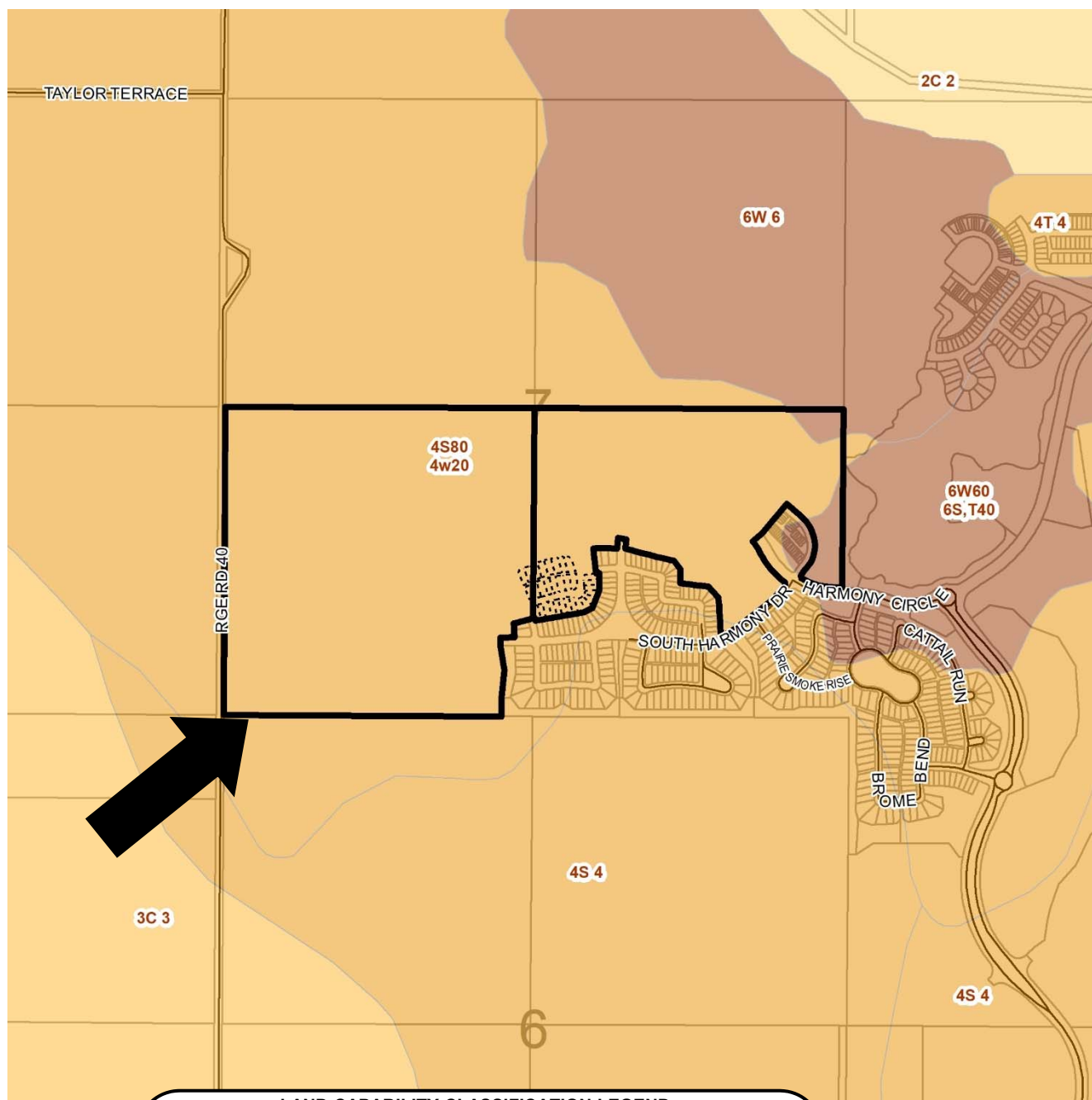
SE-07-25-03-W05M

Date: August 13, 2020

Application PL20200079

File: 05707001





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

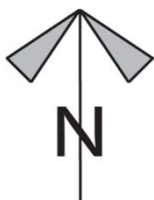
**CLI Class**

- 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                      | N - high salinity                   |
| C - climate                               | P - excessive surface stoniness     |
| D - low permeability                      | R - shallowness to bedrock          |
| E - erosion damage                        | S - high sodicity                   |
| F - poor fertility                        | T - adverse topography              |
| G - Steep slopes                          | U - prior earth moving              |
| 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**

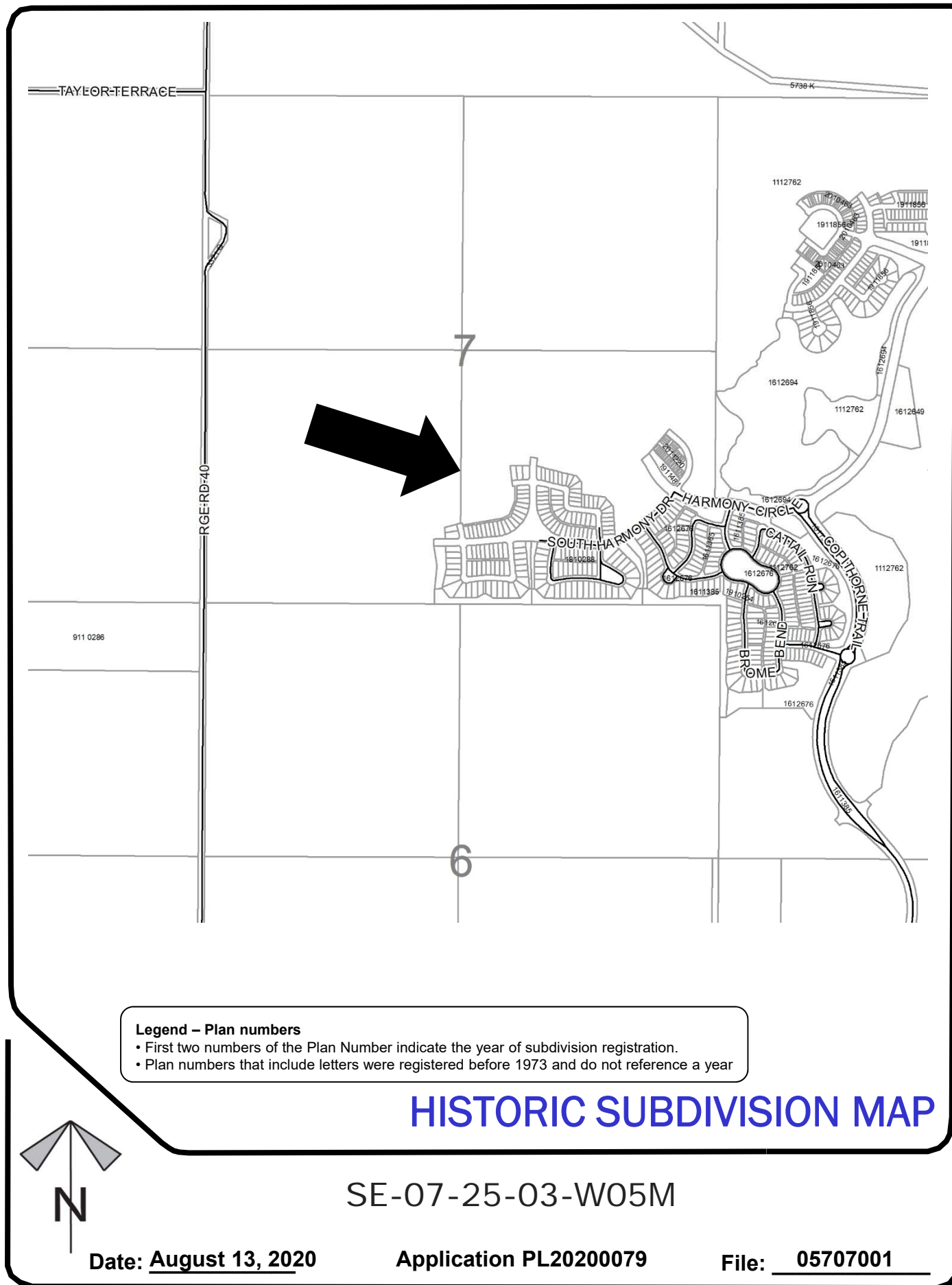


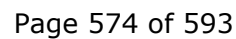
SE-07-25-03-W05M

Date: August 13, 2020

Application PL20200079

File: 05707001







## PLANNING AND DEVELOPMENT SERVICES

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<b>TO:</b>	Council	<b>DIVISION:</b>	7
<b>DATE:</b>	September 1, 2020	<b>APPLICATION:</b>	PL20190177
<b>SUBJECT:</b>	First Reading Bylaw – Institutional Redesignation	<b>FILE:</b>	06507009

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**PURPOSE:** To redesignate the subject land from Residential, Rural District (R-RUR) to Special, Public Services District (S-PUB), in order to facilitate the development of a religious assembly.

**GENERAL LOCATION:** Located approximately 1/2 mile (0.81 kilometre) north of the City of Calgary, 1/8 mile (0.21 kilometre) east of Mountain View Road and immediately south of Park Lane.

**APPLICANT:** Manu Chugh Architect

**OWNERS:** Al-Madinah Calgary Islamic Assembly

**POLICY DIRECTION:** The Rocky View County/City of Calgary Intermunicipal Development Plan, the County Plan, and any other applicable policies.

### COUNCIL OPTIONS:

Option #1: THAT Bylaw C-8081-2020 be given first reading.

Option #2: THAT application PL20190177 be denied.

### APPLICATION REQUIREMENTS:

This application requires submission of a Master Site Development Plan in accordance with County policy.

Respectfully submitted,

Concurrence,

“Theresa Cochran”

“Al Hoggan”

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Executive Director  
Community Development Services

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Chief Administrative Officer

AB/lt

### APPENDICES:

APPENDIX ‘A’: Bylaw C-8081-2020 & Schedule A

APPENDIX ‘B’: Map Set

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### Administration Resources

Andrea Bryden, Planning and Development Services



ROCKY VIEW COUNTY

# BYLAW C-8081-2020

## A Bylaw of Rocky View County, in the Province of Alberta, to amend Rocky View County Bylaw C-8000-2020, being the *Land Use Bylaw*.

The Council of Rocky View County enacts as follows:

### Title

- 1 This Bylaw may be cited as *Bylaw C-8081-2020*.

### Definitions

- 2 Words in this Bylaw have the same meaning as those set out in the *Municipal Government Act* except for the definitions provided below:
- (1) **“Council”** means the duly elected Council of Rocky View County;
  - (2) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, c M-26, as amended or replaced from time to time; and
  - (3) **“Rocky View County”** means Rocky View County as a municipal corporation and the geographical area within its jurisdictional boundaries, as the context requires.

### Effect

- 3 THAT Schedule B, Land Use Maps No. 65 of Bylaw C-8000-2020 be amended by redesignating Lot 4, Plan 9010345 within SW-07-26-01-W5M from Residential, Rural District (R-RUR) to Special, Public Services District (S-PUB) as shown on the attached Schedule 'A' forming part of this Bylaw.
- 4 THAT Lot 4, Plan 9010345 within SW-07-26-01-W5M is hereby redesignated to Special, Public Services District (S-PUB) as shown on the attached Schedule 'A' forming part of this Bylaw.

### Transitional

- 5 Bylaw C-8081-2020 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 \_\_\_\_\_, 20XX

PUBLIC HEARING HELD 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

\_\_\_\_\_  
Chief Administrative Officer or Designate

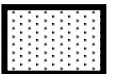
\_\_\_\_\_  
Date Bylaw Signed

**BYLAW:** C-8081-2020

PARK-LANE

± 1.49 ha  
(± 3.68 ac)

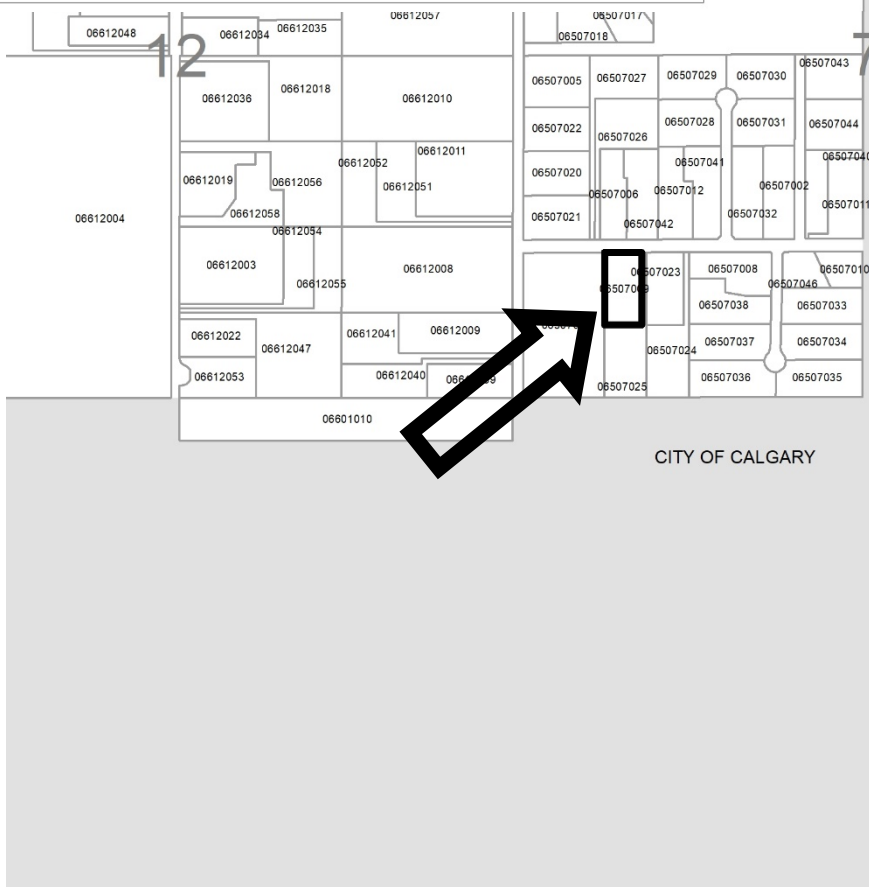
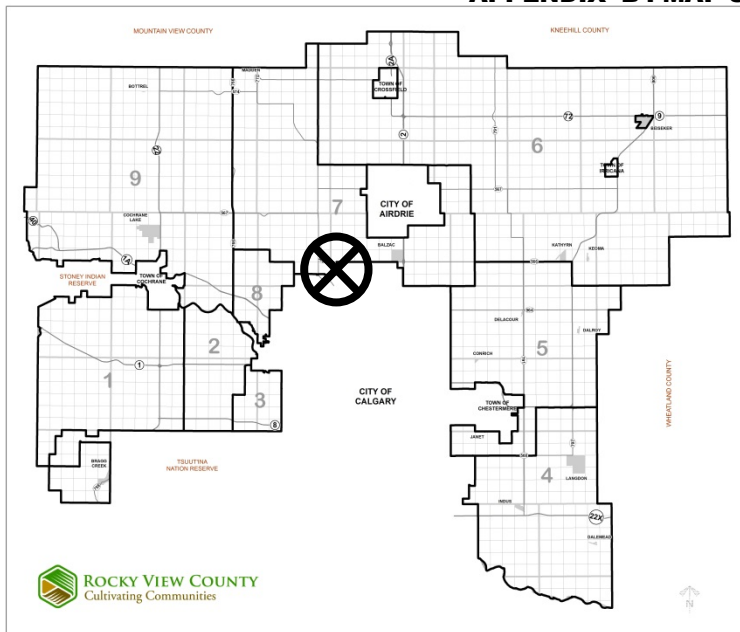
**FROM** Residential, Rural District (R-RUR) **TO** Special, Public Services District (S-PUB)



Subject Land \_\_\_\_\_

**LEGAL DESCRIPTION:** Lot 4, Plan 9010345 within  
SW-07-26-01-W5M

**FILE:** 06507009 - PL20190177



## LOCATION PLAN

SW-07-26-01-W05M  
Lot:4 Plan:9010345

Date: Dec 6, 2019

Application: PL20190177

File: Page 06507009 3



**Redesignation Proposal:** To redesignate the subject lands from Residential, Rural District (R-RUR) to Special, Public Services District (S-PUB) in order to facilitate the development of a religious assembly.

PARK-LANE

R-RUR → S-PUB  
± 1.49 ha  
(± 3.68 acres)

## DEVELOPMENT PROPOSAL

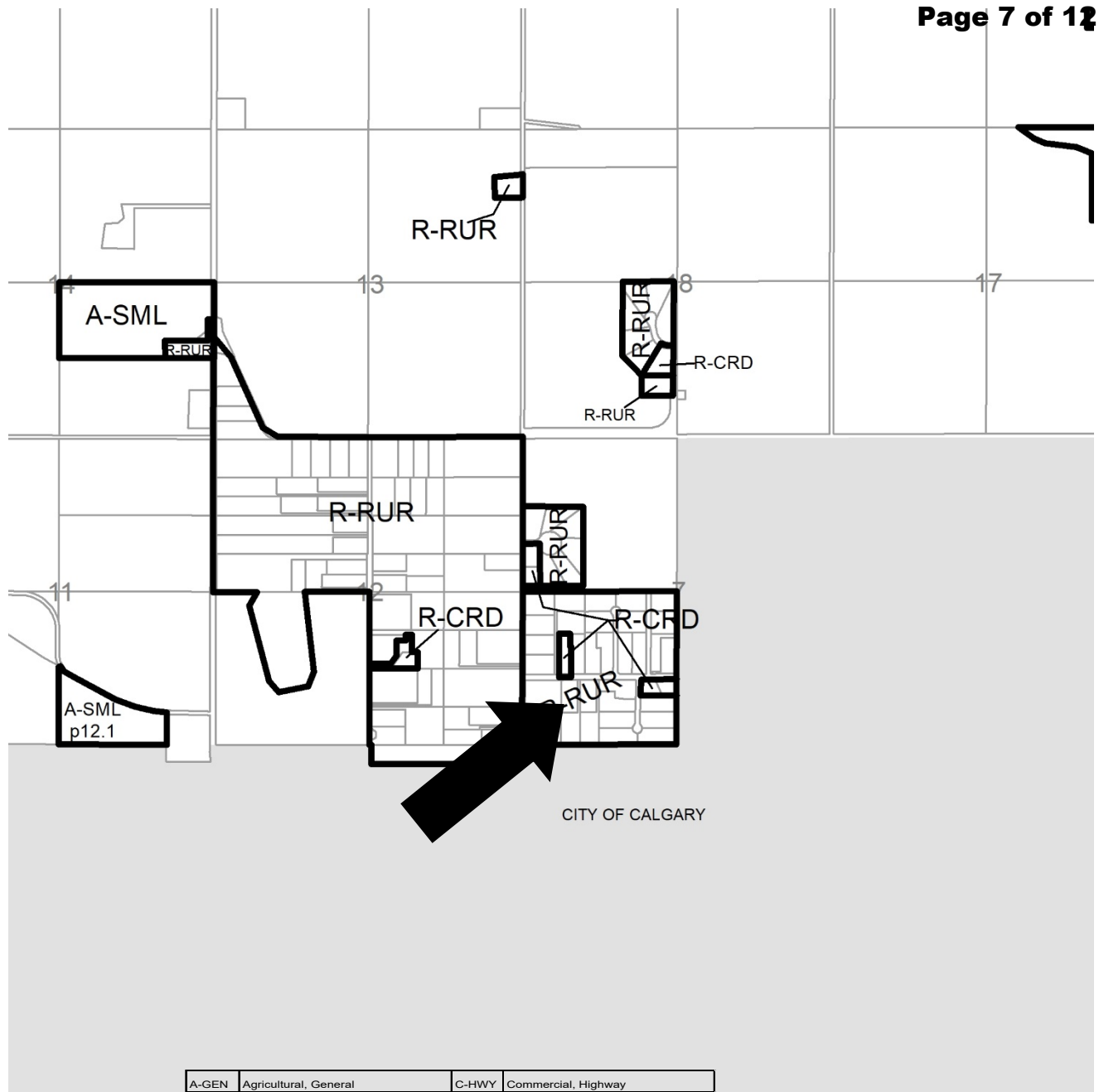


SW-07-26-01-W05M  
Lot:4 Plan:9010345

Date: Dec 6, 2019

Application: PL20190177

File: Page 06507009 3



A-GEN	Agricultural, General	C-HWY	Commercial, Highway
A-SML	Agricultural, Small Parcel	C-LRD	Commercial, Local Rural
R-RUR	Residential, Rural	C-LUD	Commercial, Local Urban
R-CRD	Residential, Country Residential	C-MIX	Commercial, Mixed Urban
R-URB	Residential, Urban	C-REG	Commercial, Regional
R-SML	Residential, Small Lot Urban	I-LHT	Industrial, Light
R-MID	Residential, Mid-Density Urban	I-HVY	Industrial, Heavy
R-MRU	Residential, Multi-Residential Urban	S-PUB	Special, Public Service
B-AGR	Business, Agricultural	S-FUD	Special, Future Urban Development
B-REC	Business, Recreation	S-PRK	Special, Parks and Recreation
B-REG	Business, Regional Campus	S-NOS	Special, Natural Open Space
B-LOC	Business, Local Campus	S-NAT	Special, Natural Resource
B-LWK	Business, Live-Work		

# LAND USE MAP

SW-07-26-01-W05M  
Lot:4 Plan:9010345





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-07-26-01-W05M

Lot:4 Plan:9010345

Date: Dec 6, 2019

Application: PL20190177

File: Page 06507009 3





PARK LANE

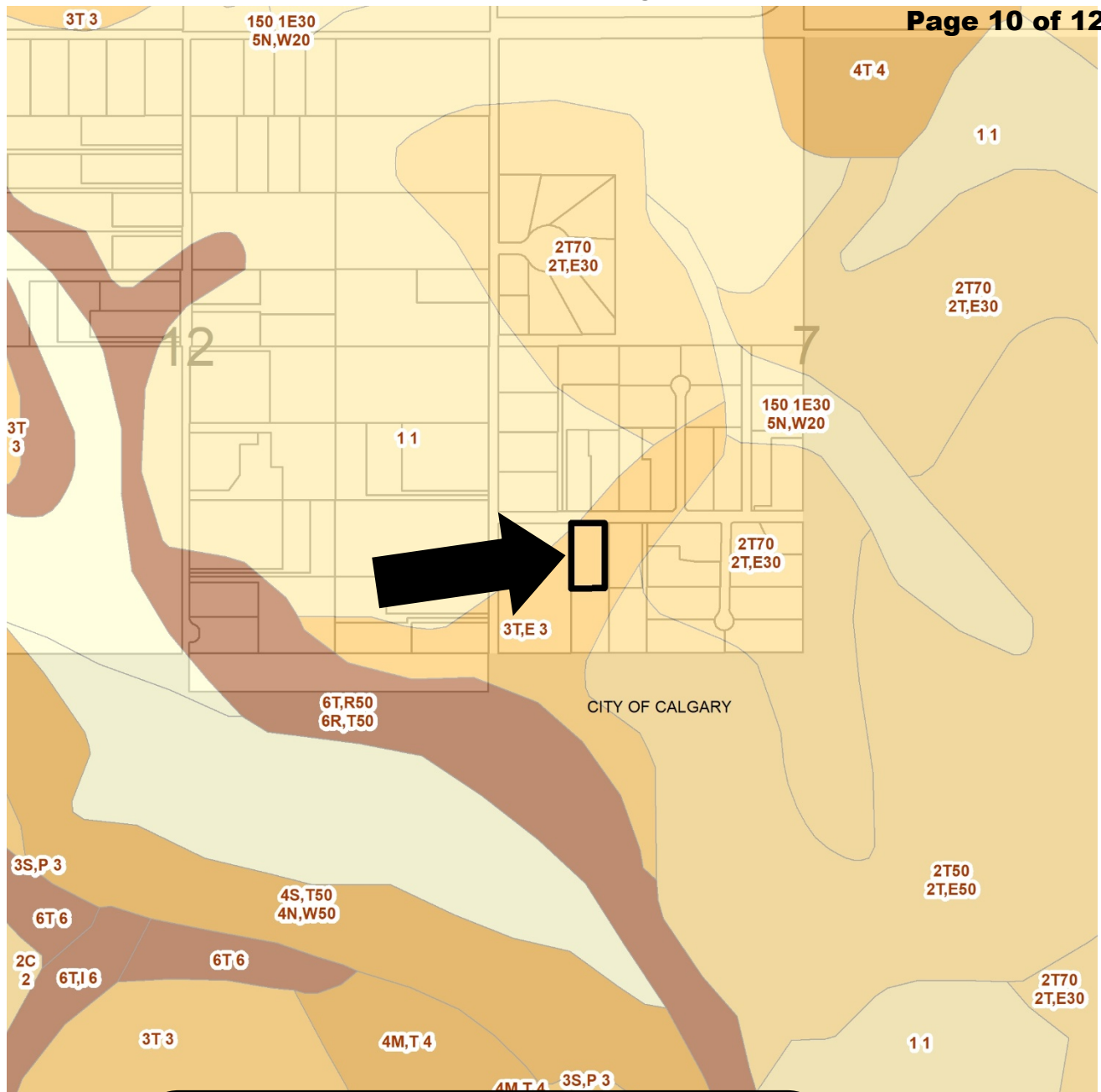


Note: Post processing of raw aerial photography may cause varying degrees of visual distortion at the local level.

**AIR PHOTO***Spring 2018*

SW-07-26-01-W05M  
Lot:4 Plan:9010345

Date: Dec 6, 2019Application: PL20190177File: Page 065070093



**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-07-26-01-W05M  
 Lot:4 Plan:9010345

Date: Dec 6, 2019

Application: PL20190177

File: Page 06507009 3



CITY OF CALGARY

772 SYMONS VALLEY RD

- 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

SW-07-26-01-W05M  
Lot:4 Plan:9010345

**Date:** Dec 6, 2019

**Application: PL20190177**

**File:**Page065670093



Letters in Opposition

Letters in Support

## Legend



Circulation Area

Subject Lands

## LANDOWNER CIRCULATION AREA

SW-07-26-01-W05M

Lot:4 Plan:9010345

Date: Dec 6, 2019Application: PL20190177File: Page 06507009 3



Division	Status	Topic	Description	Date Raised Scheduled	Target Completion Date	Responsible Area
5	Active	Local Improvement Tax Petition for Water System Upgrades – Prince of Peace - Village	Administration was directed at the July 28, 2020 Council meeting to prepare a Local Improvement Plan and corresponding borrowing bylaw for the water system in the Prince of Peace subdivision for Council's consideration.	28-Jul-20	22-Sep-20	Financial Services
All	Active	Explore Offering Payment of Property Taxes through Credit Cards	Administration was directed at the April 28, 2020 Council meeting to explore offering payments through credit card for property taxes and to bring a report back to Council.  Administration was further directed at the June 9, 2020 Council meeting to bring an update back to Council by the end of October, 2020.	28-Apr-20	27-Oct-20	Financial Services
All	Active	Specialized Municipality Status	Administration was directed at the March 26, 2019 Council meeting to proceed with an analysis of the benefits of specialized municipality status.  Administration was directed at the December 19, 2019 Council meeting to begin the formal application process to change the status of Rocky View County from Municipal District to Specialized Municipality in accordance with the <i>Municipal Government Act</i> .  Administration was directed at the July 28, 2020 Council meeting to begin the formal application process to include the following areas in the application as urban service areas: Balzac East, Conrich (business and hamlet area), Janet, Springbank Airport, Langdon, Harmony, and Bragg Creek.  Administration was directed at the July 28, 2020 Council meeting to proceed with the application for Specialized Municipality status to the Minister	10-Dec-19	4-Sep-20	Intergovernmental Affairs
All	Active	Electoral Boundaries and Governance Review	Administration was directed at the July 9, 2019 Council meeting to prepare a budget adjustment for an electoral boundary and governance review.  Administration was further directed at the September 10, 2019 Council meeting to proceed with an RFP with limited public consultation.  Council approved the project terms of reference at the January 28, 2020 Council meeting.	26-Nov-19	2020-27-10	Municipal Clerk's Office
All	Active	Report/Options on a Potential Third Council Meeting	Administration was directed at the March 10, 2020 Council meeting to prepare a proposal/options for a third Council meeting each month.  Administration was directed at the June 23, 2020 Council meeting to bring a true cost analysis of evening and afternoon meetings for the October, 2020 organizational meeting.	10-Mar-20	27-Oct-20	Municipal Clerk's Office
All	Active	Enforcement of the Traffic Safety Act on Primary Highways	Administration was directed at the April 28, 2020 Council meeting to hold a workshop on the enforcement of the Highway Traffic Safety Act on primary highways.	28-Apr-20	Fall 2020	Municipal Enforcement

Division	Status	Topic	Description	Date Raised Scheduled	Target Completion Date	Responsible Area
All	Active	Feasibility of Cemetery Services	Administration was directed at the November 4, 2019 Council meeting to look at the feasibility of Cemetery Services and investigate potential options for Council's consideration.	4-Nov-19	Fall 2020	Operational Services
5	Active	Creation of Authorized Truck Routes/Truck Haul Agreements	Administration was directed at the November 26, 2019 Council meeting to assess the feasibility of authorized truck haul routes or agreements for Burma Road, Weedon Trail, and Horse Creek Road.	26-Nov-19	Fall 2020	Operations Division
All	Active	Transportation Offsite Levy Bylaw Report on Special Levy Areas	Administration was directed at the June 9, 2020 Council meeting to bring a report back by the end of October, 2020 regarding "12.5% impact and change bylaw for provincial infrastructure on where funds could be allocated for best use."	9-Jun-20	27-Oct-20	Operations Division
All	Active	County Plan Amendments to Accommodate Developer-led ASP	Administration was directed at the February 11, 2020 Council meeting to draft amendments to the County Plan to allow a development proponent to prepare a new ASP or amendment to an ASP subject to a Council-adopted Terms of Reference and that amendments to the County Plan allow a development proponent to prepare a new ASP or amendment to as ASP be included in the current drafting of a new MDP.	11-Feb-20	Fall 2020	Planning and Development Services
1	Active	Bragg Creek Hamlet Expansion Strategy	Council adopted a terms of reference for the Bragg Creek Hamlet Expansion Strategy Project at the January 8, 2019 Council meeting.  Administration was directed at the May 12, 2020 Council meeting to continue with the project and to finalize amendments to the Greater Bragg Creek ASP based on higher residential densities.	8-Jan-19	Summer 2020	Planning and Development Services
All	Active	New Municipal Development Plan	Administration was directed at the May 18, 2018 Council meeting to initiate the process of amending the County Plan.  Administration was further directed at the March 12, 2019 Council meeting to begin the process of creating a new Municipal Development Plan.	8-May-18	Summer 2020	Planning and Development Services
5	Active	Janet ASP Amendment for an Expanded Study Area	Council approved the project terms of reference at the April 30, 2019 Council meeting, and provided further direction to expand the project area at the May 28, 2019 Council meeting.	30-Apr-19	Summer 2020	Planning and Development Services
All	Active	Recreation and Parks Master Plan	Council approved a new Recreation Governance Model at the July 23, 2020 Council meeting, and directed Administration to begin the implementation process.  Council approved the Recreation and Parks Master Plan terms of reference at the January 14, 2020 Council meeting.	23-Jul-20	Fall 2020	Recreation, Parks and Community Support

Division	Status	Topic	Description	Date Raised Scheduled	Target Completion Date	Responsible Area
9	Active	High-Speed Internet Servicing for Rocky View County Ratepayers	<p>This Notice of Motion was read into the record at the April 28, 2020 Council meeting, and will be debated at the May 12, 2020 Council meeting.</p> <p>The proposed resolution was tabled until the May 26, 2020 Council meeting at the May 12, 2020 Council meeting.</p> <p>The proposed resolution was referred to Administration to hold a workshop with Council by the end of September, 2020.</p>	28-Apr-20	30-Sep-20	Corporate Services Division
All	Closed	Springbank Area Structure Plan	<p>Council tabled this item at the April 28, 2020 Council meeting and directed Administration to hold an additional workshop to determine whether the proposed ASP could be better served through two or more separate ASPs.</p> <p>At the July 28, 2020 Council meeting first readings were approved for both the North and South Springbank Area Structure Plans.</p>	28-Apr-20	28-Jul-20	Planning and Development Services
All	Closed	Conrich Area Structure Plan Amendments	<p>Council tabled this item at the April 28, 2020 Council meeting so that Administration can look into buffer areas on TWP Rd 250 and 284.</p> <p>At the July 28, 2020 Council meeting first reading was approved for the Conrich Area Structure Plan</p>	28-Apr-20	28-Jul-20	Planning and Development Services
4 and 5	Closed	Joint Highway 1 Corridor Area Structure Plan	<p>Administration was directed at the December 10, 2019 Council meeting to prepare terms of reference for a proposed Area Structure Plan along Highway 1, and to return to Council within three months.</p> <p>This item was tabled until the May 12, 2020 Council meeting at the March 10, 2020 Council meeting.</p> <p>This item was further tabled until the end of September, 2020 at the May 26, 2020 Council meeting.</p> <p>The terms of reference were approved by Council at the July 14, 2020 Council meeting.</p>	10-Dec-19	22-Sep-20	Planning and Development Services
All	Closed	Procedure Bylaw Amendments	<p>The following motion was tabled by Council at the July 14, 2020 Council meeting:</p> <p><i>MOVED by Deputy Reeve Schule that Administration be directed to provide no more than three pages in first reading staff reports which will include:</i></p> <ul style="list-style-type: none"> <li>• What is being proposed;</li> <li>• The location and map; and</li> <li>• Which division the application is located in</li> </ul>	14-Jul-20	28-Jul-20	Charlotte Satink

Division	Status	Topic	Description	Date Raised Scheduled	Target Completion Date	Responsible Area
All	Hold	Improved Protection of Agricultural Lands	Administration was directed at the July 25, 2017 Council meeting to review current soil importation practices and develop a more comprehensive development permit process, and bring recommendations back to Council.	25-Jul-17	Summer 2020	Planning and Development Services
All	Hold	Beekeeping in Rocky View County	Administration was directed at the December 5, 2017 PPC meeting to bring back a report to Council regarding beekeeping in the County and potential amendments to the Land Use Bylaw.	5-Dec-17	Summer 2020	Planning and Development Services
All	Hold	Recreation and Parks Foundation	Administration was directed at the September 24, 2019 Council meeting to explore the establishment of a Recreation and Parks Foundation to support the buildout and long-term maintenance of recreation and parks amenities and programs in Rocky View County.  Administration was directed at the April 28, 2020 Council meeting to cease exploration of the Foundation and revisit its creation within six months of the approval of the Recreation and Parks Master Plan.	24-Sep-19	Spring 2021	Recreation, Parks and Community Support
9	Ongoing	Sale of the Cochrane Gravel Pit Lands	Administration was directed at the February 25, 2020 Council meeting to negotiate a purchase and sale agreement for the sale of the Cochrane Gravel Pit lands.  At the June 9, 2020 Council meeting, Council declined a letter of intent received.	25-Feb-20	Ongoing	Legal and Land Administration
All	Ongoing	Sale of the Chestermere Regional Recreation Center	Administration was directed at the September 24, 2019 Council meeting to explore the sale of the land and remediation of the facility.  Administration was further directed at the January 28, 2020 Council meeting to review the letter of intent presented by the City of Chestermere and prepare a report for Council's consideration.  At the May 12, 2020 Council meeting, Council declined an offer from the City of Chestermere.	28-Jan-20	Ongoing	Legal and Land Administration

Division	Status	Topic	Description	Date Raised Scheduled	Target Completion Date	Responsible Area
1	Ongoing	Garden of Peace Chapel Lease	Administration was directed at the February 25, 2020 Council meeting to negotiate a 5-year lease for the Garden of Peace Chapel and related lands.	25-Feb-20	Ongoing	Legal and Land Administration
All	Ongoing	Sale of the Indus Gravel Pit Lands	Administration was directed at the February 25, 2020 Council meeting to negotiate a purchase and sale agreement for the sale of the Indus Gravel Pit Lands.	25-Feb-20	Ongoing	Legal and Land Administration





# **NOTICE OF MOTION**

**Submitted in accordance with sections 54, 55, 56, 57, and 58 of  
Procedure Bylaw C-7907-2019**

**Presented By:** Councillor Mark Kamachi, Division 1

**Seconded By:** Reeve Boehlke, Division 6

This notice of motion is read into the Council record on **September 1, 2020**. The motion as read into the record will be debated on **September 22, 2020**.

**TITLE:** **Pedestrian Bridge Addition to Proposed Road Bridge  
Replacement in West Bragg Creek**

**WHEREAS** The road bridge replacement in West Bragg Creek on West Bragg Road near Wild Rose Close (BF72994) is planned for the 2021 Rocky View County budget;

**AND WHEREAS** An additional pedestrian component can be included on the road bridge replacement, rather than the stand alone pedestrian bridge planned by the Greater Bragg Creek Trails Association (GBCTA);

**AND WHEREAS** On July 27, 2020 the Recreation and Governance Committee approved \$100,000 from the 2020 Recreation Tax Levy to the GBCTA for the construction of a stand alone pedestrian bridge;

**AND WHEREAS** If Council approves the addition of the pedestrian component to the planned road bridge replacement, GBCTA would not require the approved \$100,000 as they have sufficient funds to enter into a cost-sharing agreement with the County;

**AND WHEREAS** The estimated cost for a pedestrian component on the road bridge replacement is approximately \$100,000;

**AND WHEREAS** The GBCTA will enter into a cost sharing agreement with Rocky View County for any incremental costs required to include a pedestrian component to the road bridge replacement;

**AND WHEREAS** The project is currently planned for the 2021 budget;

**THEREFORE BE IT RESOLVED THAT:** The Council of Rocky View County direct Administration to prepare a budget adjustment to include the addition of the pedestrian component with the road bridge replacement (BF72994) project into the current 2020 budget.

**AND THAT:** The Council of Rocky View County direct Administration to enter into a cost contributing agreement with the Greater Bragg Creek Trails Association (GBCTA) for their costs related to the pedestrian component of the road bridge replacement BF72994.