



# TOWN OF ROCKY MOUNTAIN HOUSE



# CLEARWATER COUNTY

**REPORT TITLE: DRAFT Intermunicipal Development Plan and DRAFT Joint Development Area Agreement**

**AGENDA DATE: May 17, 2016**

**PRESENTER: Meghan Jenkins, Planning Manager**

**Parkland Community Planning Services**

**ATTACHMENTS:**  
**Rocky – Clearwater Joint Development Area Agreement**  
**Schedule A Map**  
**Rocky Clearwater Intermunicipal Development Plan (2016 Update)**  
**IDP – Map 1**  
**IDP – Map 2**

**REVIEWED BY:**

Town of RMH                      Todd Becker                      May 13, 2016  
Municipality                      CAO                      Date

Clearwater County                      Ron Leaf                      May 13, 2016  
Municipality                      CAO                      Date

**Conformance to Town Council Plans and existing laws, and County Council Plans and existing laws:**

Conforms with:	Yes/No/Partial/NA	Comments:
Bylaws/Laws/Policies	Yes	Inter-Municipal Development Plan
Sustainability Plan	Yes	Town's Sustainability Plan- Economic Development
Council Strategic Plan/Priorities	Yes	<u>County Strategic Plan</u> <b>Objective 1.1</b> Plan for a well designed and built community <b>Objective 1.3</b> Generate an innovative local economy that stimulates opportunities for investment, business and training. <b>Strategies 1.3.1</b> Collaborate with the Town of Rocky Mountain House to identify growth areas adjacent to the Town with the intent of addressing the lack of serviced residential, commercial and industrial properties. <u>Town Strategic Plan</u> <b>Council Objective 1.0</b> Residential Development <b>Council Objective 1.1</b> Commercial and Industrial <b>Development</b> <b>Council Objective 1.3</b> Regional Economic Development
Budget/Long Term Plans	Yes	Town's 2009 Land Supply and Growth Study
Effects on future budgets	Yes	Infrastructure Investment; Tax revenue sharing
Regional Impacts	Yes	Stronger Together regional collaboration Bill 20



# TOWN OF ROCKY MOUNTAIN HOUSE



# CLEARWATER COUNTY

## Background/Introduction:

In the fall of 2014 the Town Council and County Council agreed in principle to work toward developing a framework that would encourage land development and economic development in a manner that would benefit both municipalities. Over the past 18 months Town and County staff and the IDP Committee have worked to identify what changes are required from a planning perspective (e.g. IDP review, ASP development, annexation application) as well as undertake preliminary engineering relating to the sharing of Town water and sewer services. These discussions have also recognized the need to investigate potential tax sharing.

Subsequently, the Town and County IDP Committee members (“IDP Committee”) and Town and County staff began a process of policy review. This review also took into account aspects of the respective Town and County Strategic Plans as well as the vision set out in the *Stronger Together: An Intermunicipal Collaborative Framework*

In accordance with Section 4 of the current Rocky – Clearwater Intermunicipal Development Plan (IDP, adopted July, 2007), the IDP Committee and staff have identified a Joint Development Area that will target specific industrial and commercial growth for this region.

Industrial and commercial land ready for development has been identified as a priority of both the Town and County in past strategic plans. The Town’s 2012 – 2015 Economic Development Strategy identified as Goal #1 to increase the availability of commercial and industrial land. As well, industrial land development was identified as a regional target of the Inter-municipal Collaboration Committee as part of the Stronger Together regional governance model. The proposed Joint Development Area meets this goal with the addition of over **600 Hectares** of serviced commercial and industrial land. For comparison purposes, the Town currently has a supply of **32 Hectares** of industrial land within its boundary, none of which is serviced.

The Joint Development Area will utilize the Town’s assets of water and wastewater facilities, as well as the County’s assets of availability of land and non-residential tax rate in order to encourage economic development. As well, by planning for an industrial/commercial area for future growth, the Town and County are better prepared to move developers through the planning approval process expediently; as plans, zoning, and preliminary engineering will have been already completed for the area. Furthermore, the Joint Development Area may stem the fragmentation of agricultural land within the County, as the area may consolidate future industrial/commercial development and prevent one-off subdivisions occurring in many areas of the County.

In conjunction with the Joint Development Area, the Town has identified two long-term annexation areas that will help in furthering its growth in urban residential and highway commercial development located north of the Town and south of the Airport Road (Township Road 40-0) and south of Town



# TOWN OF ROCKY MOUNTAIN HOUSE



# CLEARWATER COUNTY

and north of the Hwy. 752 – Hwy. 11 connector road. These annexation areas will allow for the orderly expansion of residential and commercial development within Town and will provide more development opportunities for residential development to occur in Town. The Town will be initiating a public consultation process with affected landowners of these annexation areas in the near future.

The purpose of Tuesday's joint Council meeting is to publicly introduce the Joint Development Agreement and the policies and administrative processes associated with a Joint Development Area. Proposed amendments to the 2007 Intermunicipal Development Plan (IDP) will also be presented.

At the conclusion of the meeting staff will be asking both Councils for permission to proceed with community engagement, which will begin with an open house.

## **Recommended Communications:**

- Initiation of a Public consultation process is recommended by both Administrations as a next step of moving forward with the Joint Development Area Agreement and the update to the Inter-municipal Development Plan. This will include advertisement and letters to "affected parties" for invitation to an upcoming Open House.



**TOWN OF ROCKY MOUNTAIN HOUSE**

**-AND-**

**CLEARWATER COUNTY**

**JOINT DEVELOPMENT AREA AGREEMENT**

\_\_\_\_\_, 2016

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016

**BETWEEN:**

**Town of Rocky Mountain House,**

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

(the "Town")

-and-

**Clearwater County,**

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

(the "County")

**WHEREAS** the Town and County have adopted the Rocky-Clearwater Intermunicipal Development Plan (the "IDP") which provides for collaborative land use planning in an area of the County surrounding the Town (the "IDP Area");

**AND WHEREAS** the Town and County wish to promote sustainable economic development which will jointly benefit both the Town and the County within certain portions of the IDP Area as shown on Schedule "A" (the "Joint Development Area");

**AND WHEREAS** the Town and County wish to provide an economic benefit to both the Town and County from commercial and industrial development within the Joint Development Area through shared tax revenue, the extension of Town water and wastewater servicing into the Joint Development Area;

**AND WHEREAS** the County Council, by Resolution No. \_\_\_\_\_, has agreed to the Town providing water and wastewater services (the "Services") within the Joint Development Area pursuant to Section 54 of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26, as amended;

**AND WHEREAS** the Town agrees to provide and the County agrees to allow the Town to provide the Services within the Joint Development Area subject to the terms of an Joint Servicing Agreement to be jointly developed by the Town and the County;

**NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and other good and valuable consideration herein contained, the parties hereto agree as follows:**

## **1. Establishment and Purpose of the Joint Development Area**

- 1.1 The Town and County hereby establish a Joint Development Area, the geographic extent of which is set out in Schedule "A", attached to and forming part of this Agreement, within which the parties will encourage commercial and industrial development to the benefit of both the Town and County.
- 1.2 The purpose of establishing the Joint Development Area is to minimize the impact of municipal jurisdictional boundaries and utilize the availability of Town Services to promote development within the Joint Development Area for the benefit of both the Town and the County.
- 1.3 Where development is proposed on lands that are outside of but adjacent to the Joint Development Area a developer may propose, in writing, an amendment to Schedule "A" of this agreement to include the subject lands in the Joint Development Area along with any required amendments to the IDP and applicable Area Structure Plan(s) to support such amendment. Required amendments to applicable statutory documents shall be complete prior to the amendment of this agreement.
- 1.4 Nothing within this Agreement is intended to nor shall be interpreted as fettering the discretion of the Town or County's Council, development authority, subdivision authority or Subdivision and Development Appeal boards.

## **2. Land Use Planning and Development Control**

- 2.1 The land use planning and development control provisions for the Joint Development Area shall be prescribed within the IDP, County Land Use Bylaw and any Area Structure Plan or Outline Plan adopted for lands within the Joint Development Area.
- 2.2 In accordance with the IDP, municipal servicing shall not be extended prior to the preparation of a Major Area Structure Plan for the Joint Development Area, with the exception of public and institutional uses.
- 2.3 In accordance with the IDP, the Town will proceed with the preparation and submission of an annexation application for lands within the North Annexation Area.

## **3. Development and Servicing of Lands**

- 3.1 The physical construction of sites for commercial and industrial developments within the Joint Development Area is expected to be undertaken by private interests, and the County shall require that the terms of such development and the requirements of any private developer be set out in a development agreement in accordance with the ***Municipal Government Act***, R.S.A. 2000 Chapter M-26. The development agreement will only address on-site and off-site infrastructure and payment of off-site levies and any capital cost contributions for oversize infrastructure. The conditions of the subdivision and/or development approvals will address all other aspects of the development.
- 3.2 The developers of privately developed lands within the Joint Development Area shall be required to pay for the full costs of servicing the lands including all required off-site and on-site infrastructure such as roads, surface drainage and storm sewer systems, municipal water and wastewater systems and other utilities in accordance with the ***Municipal Government Act***, R.S.A. 2000 Chapter M-26.

- 3.3 The County or the Town, either jointly or separately, may consider undertaking the development of lands in the Joint Development Area themselves, and any such development shall be addressed in a separate agreement between the parties.
- 3.4 The County shall require development within the Joint Development Area, with the exception of those lands lying north east of Chicken Creek within the SE 2-40-7-W5, to connect to and be served by the Town's municipal water and wastewater services, such services being provided in accordance with a separate Joint Servicing Agreement.
- 3.5 In the event that a development cannot proceed due to a lack of capacity in the Town's water and/or wastewater services, the Town shall use its best efforts to provide sufficient capacity.
- 3.6 The County shall require a developer to fund the net cost, defined as the total cost of construction less any grant and other funds attributed, in accordance with Sections 648, 650, 651 and 655 of the **Municipal Government Act**, and amendments thereto, of the following:
- a. new or expanded facilities for the storage, transmission, treatment or supplying of water;
  - b. new or expanded facilities for treatment, movement or disposal of sanitary sewage;
  - c. new or expanded storm sewer drainage facilities;
  - d. new or expanded roads required for or impacted by a subdivision or development;
  - e. other new or expanded infrastructure and/or facilities for which future amendments to the **Municipal Government Act** may provide for;
  - f. land required for or in connection with any facilities described in clauses (a) to (e) above;
- 3.7 Where a developer is required to construct or pay for the construction of water and wastewater mains in areas beyond the developer's lands or is required to oversize the mains which will benefit other lands, the County shall include in the development agreement, subject to a reasonable time limitation, endeavour to assist provisions to facilitate the developer recovering proportionate costs of the infrastructure extension or oversize from subsequent developers whose lands will benefit from the infrastructure extensions or oversized capacity in accordance with Section 651 of the **Municipal Government Act**, R.S.A. 2000 Chapter M-26, and amendments thereto.
- 3.8 As part of the subdivision and/or development approval process, the County shall confirm with the Town that proposed designs for water and wastewater mains are acceptable to the Town and are in accordance with the Town's current Design Guidelines. All water and wastewater mains shall be constructed in accordance with the Town's current Design Guidelines. Once the water and wastewater lines installed have been inspected and accepted by the Town and County, all municipal lines located within municipal right-of-way/easement/lease will become the property of the Town as per Town policy.
- 3.9 The County shall collect the costs identified in Sections 3.2 and 3.6 at the time of development or subdivision approval in the form of offsite levies and/or as capital cost contributions in accordance with Section 650, 651 and/or 655 of the **Municipal Government Act**, R.S.A. 2000 Chapter M-26.
- 3.10 Notwithstanding the general expectation that the development of lands within the Joint Development Area will be at the initiative of private land owners or developers, the Town and County, either separately or jointly, may choose to extend water or wastewater infrastructure to and within the Joint Development

Area as a means of facilitating or encouraging development within the Joint Development Area. The County and/or the Town may recover any such investment through off site levies, capital cost contributions and/or utility rate fees or charges.

- 3.11 When a developer is making application for the subdivision of lands within the Joint Development Area, the County will consider taking lands as Environmental Reserve and lands and/or cash-in-lieu for Municipal Reserve, School Reserve and/or Municipal and School Reserve, as allowed under the **Municipal Government Act** and in accordance with the County's Municipal Development Plan and any applicable Area Structure Plan. Any cash-in-lieu for Municipal Reserve lands collected from the Joint Development Area are expected to be dedicated by the County to recreation facilities and open space areas located within the Joint Development Area or similar facilities and features linking the Joint Development Area with land within the Town.

#### **4. Sharing of Costs, Taxes and Grants in lieu of Taxes**

- 4.1 As authorized by the provisions of Section 55 of the **Municipal Government Act**, the County agrees to share with the Town, as per Section 4.3, property taxes, business taxes, local improvement taxes and grants in lieu of taxes (collectively the "**Municipal Taxes**") collected from new commercial, new industrial and new public zoned lands developed within the Joint Development Area during the Term of this Agreement.
- 4.2 Taxes derived from the assessment of linear property and well drilling equipment taxes shall not be shared.
- 4.3 The County will share with the Town fifty percent (50%) of the Municipal Taxes collected annually within the Joint Development Area. The County shall remit to the Town the Municipal Taxes to be shared under this Agreement by October 15<sup>th</sup> in each year.
- 4.4 The County will maintain a non-residential tax rate for land within the Joint Development Area that is consistent with all other non-residential taxed properties found within the County's jurisdiction for the Term of this Agreement.
- 4.5 Offsite levies, capital cost contributions and utility charges for Town water and wastewater services will be calculated on a cost recovery basis, as provided for in a separate Joint Servicing Agreement, to be reviewed on an annual basis.
- 4.6 The County agrees to permit the Town to inspect the Assessment and Tax Roll of the County within the Joint Development Area, to the extent necessary to confirm the amount of Municipal Taxes that are to be shared, as permitted in accordance with the *Freedom of Information and Privacy Protection Act*.
- 4.7 The sharing of Municipal Taxes under this Agreement shall be recognized during the determination of overall funding arrangements between the Town and County for broader, shared services agreements.
- 4.8 In the event that the County funds the extension of water and wastewater trunks to the Joint Development Area as contemplated in Section 3.10, the terms of how the County collects repayment back for the installation of this infrastructure will be determined within the Joint Servicing Agreement.



## **5. Administration and Termination of the Agreement**

- 5.1 In accordance with the IDP, the Town agrees not to make application for annexation of lands lying north of Township Road 40-0 (i.e. Airport Road) within the Joint Development Area. Any annexation within the Joint Development Area shall require an appropriate amendment of the Intermunicipal Development Plan.
- 5.2 This Agreement shall continue in effect until terminated in accordance with the provisions of this Agreement (the "**Term**").
- 5.3 This agreement cannot be terminated for a forty (40) year period after the date of execution. Once the forty (40) years expires, a termination process may be initiated by either party by giving written notice to the other party. Such notice must be given at least twenty-four (24) months prior to the effective date of the termination of this Agreement.
- 5.4 The termination process set out in Section 5.3 may be abandoned by the initiating party at any time. If a termination process is not abandoned, the termination date of this Agreement shall be on December 31<sup>st</sup> of the year after written notice was given.
- 5.5 This Agreement shall be reviewed on a five (5) year basis in conjunction with the IDP review, or as agreed upon by both parties in writing.
- 5.6 Upon request of one or both parties, this Agreement may be amended in writing with the agreement of both parties.

## **6. Resolution of Disputes**

- 6.1 The Town and County recognize the need for the establishment of the Joint Development Area for the purpose of promoting growth that would provide economic benefit to both municipalities. The Town and County agree to the following methodology in resolving any potential conflicts when either municipality is of the opinion that an obligation of the other under this Agreement has been breached or matters arise where differences of opinion over actions or services need to be resolved. The municipalities want to resolve disputes:
  - a) At the earliest opportunity and at the point closest to where problems originate;
  - b) In a swift, inexpensive and uncomplicated way;
  - c) Using a clear procedural pathway to a solution; and
  - d) In a manner which maintains a smooth working relationship even when disagreement survives.
- 6.2 It is acknowledged that the dispute resolution protocols in this Agreement are in addition to, and do not replace protocols and remedies provided in legislation or under existing agreements between the municipalities.
- 6.3 If an elected official, administrator or any staff person from either of the municipalities thinks an obligation under an Agreement between the municipalities has been "breached", the matter should be brought to the attention of that municipality's CAO. The CAO will investigate the matter and, if it appears that a breach of the Agreement has occurred, the matter will be brought to the attention of

the other municipality's CAO in writing which details the nature of the claimed breach.

- 6.4 Once notice of the breach of this Agreement has been provided to the other municipality's CAO, the matter may be resolved directly between the municipalities through informal problem solving discussions.
- 6.5 The parties recognize that disputes may occur outside a "breach" of this Agreement including divergent expectations in delivery of a joint service, a variance in how a committee or board wishes to proceed or any circumstance that may adversely affect or disrupt a service or relationship(s) between the municipalities. In the event of such a dispute, the municipality which has the concern shall provide written notice of that concern to the other municipality's CAO and the parties shall attempt to resolve the dispute through informal problem solving discussions.
- 6.6 If the dispute is not resolved through informal discussions, the municipalities agree to attempt to resolve the dispute in good faith using negotiation, mediation and final proposal arbitration. The municipalities have identified the attributes of a mediated process (facilitated negotiation) as a preferential process to be encouraged. The municipalities may, by agreement, proceed directly to mediation without first exhausting an unassisted negotiation process.

### **Negotiation**

- 6.7 The municipalities will identify the appropriate personnel who are knowledgeable about the issue and those staff members will work to find a mutually acceptable solution through negotiation.
- 6.8 The individuals participating in the negotiation will:
- a) negotiate in *good faith* to find a solution,
  - b) seek an *integrated outcome* in the decisions they make. An integrated outcome is one in which the parties elect to work together, integrating their resources, originality and expertise,
  - c) attempt to craft a solution to the identified issue by seeking to advance the interests of all in the negotiation rather than by simply advancing their respective municipality's positions,
  - d) fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned, by:
    - i. Clearly articulating their interests and the interests of their municipality;
    - ii. Understanding the interests of other negotiators whether or not they are in agreement with them; and
    - iii. Identifying solutions that meet the interests of the other municipalities as well as those of their own.
- 6.9 If the dispute cannot be resolved through negotiation between the appropriate personnel, the appropriate personnel must invite the Mayor for the Town and the Reeve for the County to join negotiations.

### **Mediation**

- 6.10 If the dispute cannot be resolved through negotiation, the municipalities will find a mutually acceptable mediator. For assistance finding an acceptable mediator, the municipalities may consult the Municipal Dispute Resolution Services at Alberta Municipal Affairs or may consult the Alberta Arbitration and Mediation Society.
- 6.11 Mediation is a process of assisted negotiation in which the municipalities retain power over the substantive outcome of the negotiation and the mediator facilitates the process.
- 6.12 The mediator will be responsible for the governance of the mediation process.

### **Final Proposal Arbitration**

- 6.13 If the issue cannot be resolved through mediation, the municipalities will have the matter resolved by final proposal arbitration using a single arbitrator.
- 6.14 In final proposal arbitration, the arbitrator must conduct the proceedings on the basis of a review of written documents and written submissions *only*, and must determine each issue by selecting one of the final written proposals submitted by either of the municipalities respecting that issue. No written reasons are to be provided by the arbitrator.
- 6.15 If the municipalities can agree upon a mutually acceptable arbitrator, arbitration will proceed using that arbitrator. If the municipalities cannot agree on a mutually acceptable arbitrator, each municipality will produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration will proceed using that arbitrator. If a mutually agreeable arbitrator is not found, the municipalities shall request that the Alberta Arbitration and Mediation Society make the selection of an appropriate practitioner.
- 6.16 Subject to the above definition of final proposal arbitration, the arbitrator will be governed by principles of natural justice and fairness and may make rules and procedures (including reasonable time limits), as the arbitrator shall see fit.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement effective the day and year first above written.

**TOWN OF ROCKY MOUNTAIN HOUSE**

**CLEARWATER COUNTY**

\_\_\_\_\_

**Mayor**

\_\_\_\_\_

**Reeve**

\_\_\_\_\_

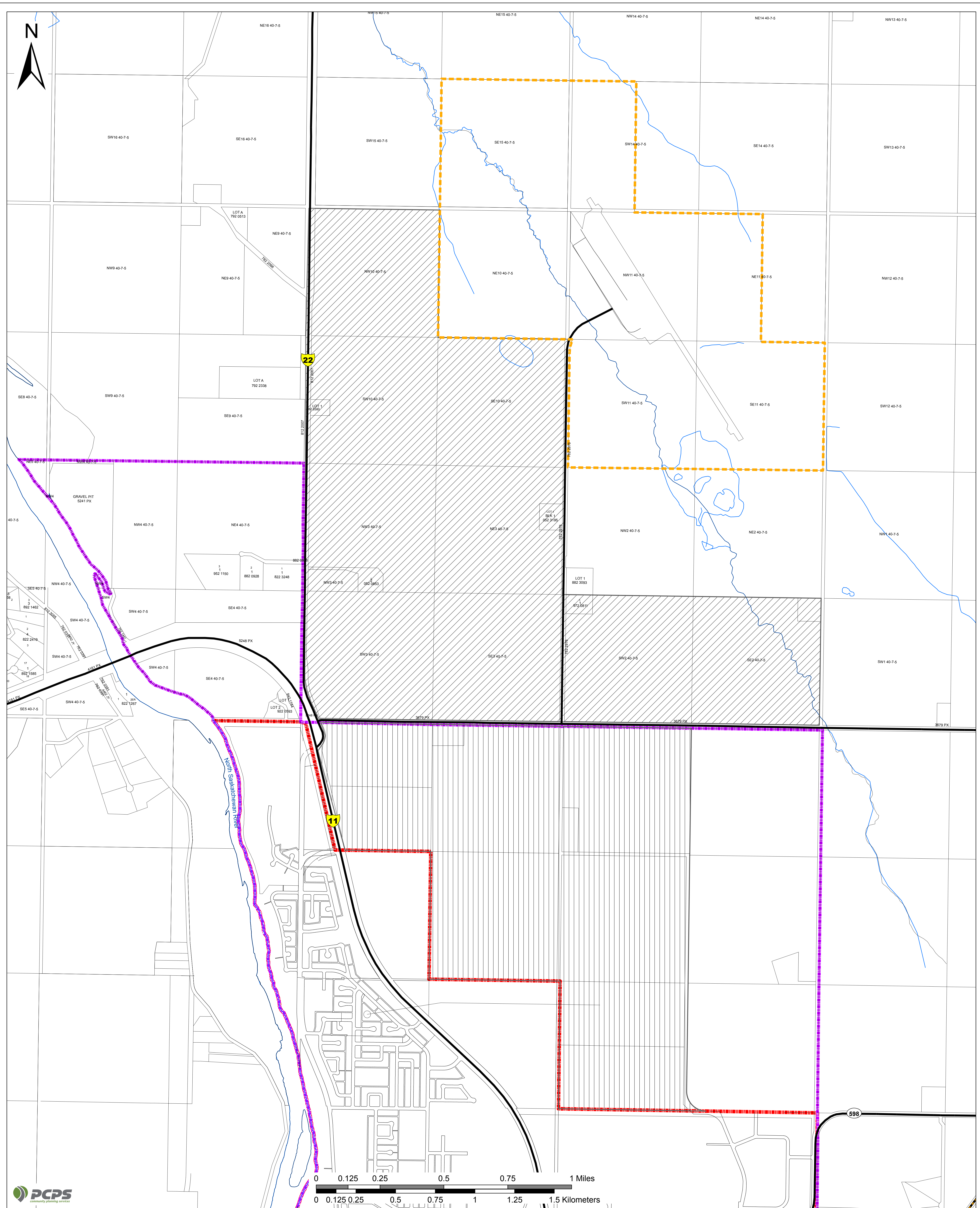
**Chief Administrative Officer**

\_\_\_\_\_

**Chief Administrative Officer**

Final Draft

Schedule 'A'



- Legend**
- Existing Highways/Arterial Roads
  - Airport Plan Boundary
  - Existing Town Boundary
  - Long Term Town Boundary
- Future areas**
- ▨ Joint Development
  - ▨ North Annexation Area

Date Saved: Mar. 29, 2016



&



**Joint Development Plan**

FIGURE 1

**JOINT DEVELOPMENT AREA & NORTH ANNEXATION AREA**





# **ROCKY-CLEARWATER INTERMUNICIPAL DEVELOPMENT PLAN**

**Presented May 17/2016**

# ROCKY-CLEARWATER INTERMUNICIPAL DEVELOPMENT PLAN

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MAP 1: POLICY AREA

MAP 2: FUTURE LAND USE CONCEPT

# ROCKY-CLEARWATER INTERMUNICIPAL DEVELOPMENT PLAN

## 1.0 INTRODUCTION

### 1.1 Plan Background

Clearwater County and the Town of Rocky Mountain House cooperate extensively on economic development, tourism, recreation and the delivery of municipal services. The Town and County have adopted Municipal Development Plans to guide future land use decisions and development within their municipalities. There is a natural and logical extension of the cooperation between the two municipalities into the area of land use planning pertaining to the undeveloped portions of the town and an area beyond the Town boundaries considered to be of mutual interest.

Intermunicipal planning is an ongoing effort between two or more municipalities to make land use planning decisions in a manner that reflects the mutual and individual interests of the affected municipalities. An Intermunicipal Development Plan (IDP) is one of the main tools used in this effort.

An IDP is a broad-based policy document that is designed to ensure that development, usually in and around an urban municipality, takes place in an environmentally responsible and sustainable manner without significant unnecessary costs and unacceptable negative impacts on either municipality. It recognizes the difficult challenges facing both municipalities as they try to deal with the expectant growth pressures in a way that is mutually beneficial. An IDP is expected to provide both municipalities with a comprehensive long range land use based plan that reduces potential development conflicts, addresses community concerns and provides a framework for ongoing consultation and cooperation in areas of mutual concern.

Land use planning decisions made by the Town and County affect and influence one another. Some of the prominent planning issues include potential conflicts between urban and rural land uses in proximity to one another and coordinating infrastructure and provision of municipal services. Positive relations, achieved through communication, consultation and cooperation, can provide many opportunities to share resources, achieve economic development goals and reduce the costs of providing municipal and community services.

This plan is an update of the 2007 Rocky-Clearwater Intermunicipal Development Plan, which has served both municipalities well over the last nine years. The primary need for this plan update arises from the *Stronger Together Intermunicipal Collaborative Framework*, whereon the County and Town intend to jointly undertake a major initiative to establish lands north of Airport Road as a joint development area for commercial, industrial and other non-residential uses. The provision of utility services to this area have the added benefit of providing key utilities to promote Town growth and development south of Airport Road. Changes and additions included in this plan update primarily address the joint development initiative, keeping the plan true to its original objectives and policies.



This plan **update** is an Intermunicipal Development Plan between Clearwater County and the Town of Rocky Mountain House as described under the Municipal Government Act, RSA, 2000 (as amended).

## **1.2 Plan Area and Objectives**

The Rocky-Clearwater Intermunicipal Development Plan applies to all lands within the Town Boundary and the areas of the County shown on Map 1. The Plan is intended to guide development and provide a basis for inter-municipal discussion and collaboration where developments in one municipality have the potential to impact the environment or the economic opportunity of the other municipality. For further clarification the Plan will:

- Identify and develop policies regarding key environmental features;
- Coordinate the development of roads and other municipal infrastructure; and
- Plan for future expansion.

Specific objectives of the intermunicipal development plan are as follows:

1. To reinforce and enhance positive and mutually beneficial relationships between the Town and County;
2. To recognize the Town and surrounding rural areas as one diverse, mutually supporting community;
3. To encourage dialogue to reduce the potential for land use conflicts and foster a better understanding of each other's interests and views;
4. To achieve a common purpose for growth and development in the broader area which is supportive of intermunicipal agreements and other cooperative initiatives in the provision of municipal services;
5. To promote certainty for rural land use and development activities by designating and safeguarding areas for continued rural development;
6. To confirm future urban growth directions and land requirements and allowing for the efficient and economical expansion of the Town;
7. To enable both parties to jointly consider the effects that a specific development in one municipality might have on the other;
8. To promote effectiveness and efficiency in the delivery of services including such things as coordinating of transportation planning; and
9. To obtain certainty around the types of land use allowed within the urban fringe and the development standards that will be applied.

### **1.3 Role of the Plan and Relationship to Other Plans**

The Intermunicipal Development Plan (IDP) is one part of the overall system of plans that guide and direct future growth and development within the Town of Rocky Mountain House and the portion of Clearwater County within the Plan Area. As a policy document the IDP is, for the most part, general in nature and long range in its outlook. The Plan is based on growth and development over the next 50 to 75 years during which the population in the Plan Area is anticipated to increase from approximately 7,000 in 2005 to more than 35,000. It provides the means whereby County Council and Town Council, other decision makers, and the community can evaluate immediate situations or proposals in the context of a long range plan. Periodic amendments and revisions to the Plan will occur over this 50 to 75 year timeframe.

Both the Town and County rely on their respective Municipal Development Plans and area structure plans to provide further and more detailed guidance on land use planning decisions. These plans and the IDP must be consistent with one another. In several areas, the IDP provides the very broad direction in expectation of more detailed planning at a later date. In other cases the IDP specifically defers to these more detailed plans.

In addition to its direction on future land uses, the IDP includes policies related to and mechanisms for coordinating developments adjacent the boundaries between the two municipalities. The IDP contains policies acknowledging the Town of Rocky Mountain House's plans for long term expansion into parts of the County. It also acknowledges the interest in developing lands in the County in proximity to Rocky Mountain House. Communication and referral protocols to coordinate these two aspirations are fundamental elements of the IDP.

### **1.4 Interpretation of the Plan**

The IDP is divided into a series of sections and topics for ease of reference and use. In interpreting and implementing the IDP it is important to recognize that the Plan is a long-term document and that it will take many years to reach the full extent of the land use concept it sets out. Interpretation and implementation of some of the IDP policies will require the exercise of judgment, discretion and ongoing and open communication between the Town and County.

It is also important to bear in mind that the IDP works best as a comprehensive whole and should be interpreted in a holistic manner. While the Plan is structured by topic area it is important to view all of the policy directions in context with one another rather than as individual parts. In this way, the several policy statements are intended to contribute towards achieving the full essence of the land use planning framework that has been agreed upon by the two municipalities.

Finally, the IDP contains "shall", "should" and "may" policy statements. "Shall" policies are those which must be followed. "Should" policies mean compliance to the principle is required but the applicable authority has some discretion based on the circumstances of the specific case. "May" policies indicate that the applicable authority determines the level of compliance that is required.

## 2.0 GROWTH MANAGEMENT

### Goal:

To direct future growth in a manner that is compatible with the heritage, character and physical setting of the plan area and minimizes potentially negative social, fiscal and environmental impacts

### Objectives:

1. To promote compact, contiguous and accessible development provided with efficient public services while preserving open space, agricultural land and environmentally sensitive areas that are not suitable for development
2. To manage future growth and development in a responsible, orderly and cost-efficient manner through the necessary degree of land use control
3. To identify, recognize and manage the potential implications of growth and development on the Plan Area

### Policy Directions:

- 2.1 **Map 1 – Policy Areas indicates major future development areas surrounding the Town as well as the Town’s long term boundary. These include three policy areas: Town Growth and Annexation Areas, County/Town Joint Development Area and County Rural Policy Area.** Major future development areas shall be planned prior to any Land Use Bylaw amendments allowing the development of the land uses shown on **Map 42 – Future Land Use Concept**. Area structure plans and outline plans shall be the primary tools in this regard and shall be supported by servicing studies where necessary.
- 2.2 Such studies as may be needed to understand the implications a proposed use or development may have on the Plan Area may be required by the municipality having jurisdiction. These may include social impact assessments, environmental impact assessments, traffic studies or economic impact studies, etc. Either municipality may request any of the background studies that have been completed from the other municipality or request that a particular study be undertaken.
- 2.3 The Town and County shall explore and where possible implement cost-sharing or service enhancing arrangements in accordance with the following principles:
  - a) Recognize, respect and address the differing needs and values of each municipality including broader rural urban differences;
  - b) If the ratepayers of one municipality are using a service/facility in a neighbouring municipality there is an obligation to enter into discussions for a service/cost sharing arrangement;

- c) Regionally accessible and beneficial services should be financed on a regionally cost-shared basis;
  - d) All parties to a cost-sharing agreement must have the opportunity to participate in a board or committee established to oversee operations;
  - e) Councils will negotiate principles and set the parameters of cost-sharing agreements; their respective administrations will then finalize details and draft agreements for Council approval; and
  - f) Municipal services that are subject to regional negotiations must be rationalized by the parties in long-term plans to ensure the service meets the regional need as opposed to solely a local need.
- 2.4 Both municipalities shall seek to make the most efficient use of land within their jurisdiction in keeping with the character of their respective communities and life styles that they seek to accommodate.
- 2.5 Both municipalities shall recognize the value of the natural environment in contributing to the area's high quality of life and shall, within the scope of their jurisdiction and working with other municipalities and levels of government, seek to maintain and enhance a healthy natural environment to the benefit of plan area residents.

### **3.0 ECONOMIC DEVELOPMENT AND FISCAL HEALTH**

#### Goal:

To enhance wealth generation and employment opportunities within Rocky Mountain House and Clearwater County

#### Objectives:

1. To foster economic development for the plan area by recognizing the needs of both municipalities and the local economy
2. To work together in providing a land base and land use pattern capable of supporting a range of appropriate economic activities
3. To promote the establishment of sustainable assessment bases capable of supporting desired levels of municipal service provision

#### Policy Directions:

- 3.1 The Town and County shall work together to ensure a strong and stable local economy within the broader regional economy. This includes cooperating, together with the Village of Caroline, in an economic development program.
- 3.2 Both municipalities shall work towards diversification of local economic sectors. Activities that are not related to the oil and gas sector such as value added agriculture, value added manufacturing or processing of resources and tourism shall be strongly encouraged in addition to accommodating ongoing investment in the oil and gas sector.
- 3.3 The Town and County shall actively encourage and attract agriculture and value-added agricultural activity to the local area.
- 3.4 The Town and County shall ensure that their combined land use patterns within the Plan Area provides a suitable inventory of lands for commercial and industrial development which includes a range of choice in terms of parcel sizes, available municipal services and levels of servicing.
- 3.5 While a broad range of commercial and industrial (which includes value-added agriculture) uses and development is desirable, those uses and developments which may detract from the community's character, quality of life for area residents, unduly impact on the environment, or cause negative social implications may not be permitted.

## 4.0 JOINT DEVELOPMENT

### Goal:

To provide the basis for future discussions on joint development by the Town and County of select areas and projects that may be of mutual benefit and interest

### Objectives:

1. To identify scenarios and situations where joint development may be appropriate
2. To establish the broad parameters for agreements relating to implementing joint development initiatives

### Policy Directions:

- 4.1 Either municipality may put forward suggestions for a joint development initiative for discussion with the other municipality. Each municipality may decline to participate in a proposed joint development initiative.
- 4.2 Joint development initiatives should focus on major developments or uses which have the potential to have a significant positive impact on the overall attractiveness and economic well-being of the Plan Area.
- 4.3 Considerations and issues that shall be addressed in an agreement relating to a joint development initiative shall include:
  - a) Equitable distribution of the municipal tax proceeds resulting from the development between the Town and County in relation to the cost of maintaining and providing infrastructure and providing services;
  - b) Contribution towards the capital costs of infrastructure through the collection of offsite levies or capital contributions built into the utility rate base;
  - c) Ability to guarantee available capacity in municipal utility systems to the project/area subject to the agreement;
  - d) Standards that will apply for the design and construction of infrastructure;
  - e) Establishing a suitable term of the agreement in recognition of the long term nature of land use and development decisions; and
  - f) Setting out a dispute resolution mechanism to be used solely in the context of the joint development agreement (which may be based on the process used for other matters under the IDP).
- 4.4 A Joint Development Area has been identified within the County near the north boundary of the Town, as indicated on Map 1. Development within this area is

seen to be of benefit to both the Town and the County, and an agreement will be sought in accordance with section 4.3.

The Joint Development Area will represent an area where the Town and County will cooperate to encourage commercial, industrial and other non-residential development. The County will prepare a major area structure plan prior to the commencement of development or extension of water and sanitary services, with the exception of public and institutional uses.

## 5.0 LAND USE CONCEPT

Long term future land uses and land use patterns form one of the key areas of agreement and coordination in this plan. **Map 2 – Future Land Use Concept is provided for information and conceptual purposes and does not form an adopted portion of the Intermunicipal Development Plan.** Map 42 - Future Land Use Concept identifies the long term land use pattern for the lands within the current boundaries of the Town of Rocky Mountain House and within **the near and long term Town growth areas that portion of Clearwater County** falling within the plan area boundaries. The **conceptual** land uses identified are based on the predominant or main type of land use to be located in an area. More specific boundaries and information on the precise land uses is intended to be provided through each municipality's respective Land Use Bylaw and more detailed land use plans.

The major land use categories shown on Map 42 are residential, commercial, industrial, major open space and undeveloped areas, **joint development area**, rural policy area and recreational. Within each major category there are more defined types or categories of the same land use. For instance, the predominantly commercial areas may include local or neighbourhood commercial, downtown and highway commercial sub-categories.

Map 42 shows a rural policy area covering much of the land within the County. This recognizes the diversity of a typical rural landscape containing a variety of agricultural uses, resource extraction uses, residential uses, open spaces and small scale commercial/industrial uses.

Commercial areas identified on Map 42 represent the areas and locations that major concentrations of commercial development are considered appropriate as the predominant use. This includes intense commercial development such as the downtown area and lower intensity commercial development such as highway commercial along Highway 11.

Industrial areas reflect both light and heavy industrial uses and show the locations of where this type of use is considered appropriate. The distinction between light and heavy industrial areas will be clarified through more detailed planning.

**While Map 42 indicates the intention of the Joint Development Area as primarily for commercial and industrial uses, other non-residential uses may be accommodated. The location and extent of all uses will be determined in the Major Area Structure Plan, local area structure plans and outline plans to be adopted by the County within the area.**

Residential areas shown on Map 42 illustrate the location of existing and future neighbourhoods. While residential uses such as detached homes and multi-attached dwellings will be the main types of use, small scale neighbourhood commercial and institutional uses typically found in residential neighbourhoods, such as schools and religious assemblies, may also be located in these areas. More detailed plans are expected to provide more direction on the design of future neighbourhoods.

The major open space areas shown on Map 42 represent the major areas that make up some of the elements of a long term park and trail system or areas that are not conducive to full urban development. This includes areas that are intended to be preserved such as the lands along the North Saskatchewan River and the Clearwater River. The recreation use category represents major private recreation facilities such as the Pine Hills Golf Course, National Historic Site and North Saskatchewan River Park. Local parks and trail connections are not shown on Map 42 as these facilities are expected to be identified in more detailed plans.

The major/arterial road system and relation to the Provincial highway system is shown on Map 42 to understand the relation between concentrations of land use and the need to accommodate the movement of people and goods. **Possible alignments are being considered; specific routes will be determined through the adoption of Area Structure Plans involving consultation with landowners, stakeholders, Alberta Transportation and community members.**

Land uses shown on Map 42 account for a substantial amount of future growth within the plan area over the next 50 to 75 years. The Long Term Town Boundary encompasses lands that would accommodate a future Town population of approximately 30,000. Expansion of the Town of Rocky Mountain House to take in all of the lands shown within the Long Term Town Boundary is expected to take many years. Numerous periodic annexations will occur before the Town boundary expands to what is shown on Map 42.



## 5.1 AGRICULTURAL USES

### Goal:

To ensure agriculture remains sustainable, diversified and a key contributor to the local economy

### Objectives:

1. To encourage and allow agricultural lands to be used for a variety of agricultural activities as the priority land use
2. To avoid the premature subdivision and conversion of agricultural land to non-agricultural use
3. To minimize the impact of urban expansion on agricultural lands
4. To reduce the potential for conflict between agricultural uses and non-agricultural uses

### Policy Directions:

- 5.1.1 Agricultural use of land shall continue to be the predominant use within the Rural Policy Area on Map 1 over the long term and subdivision of agricultural lands for non-agricultural purposes should be discouraged.
- 5.1.2 Expansion of the Town onto agricultural lands shall be recognized as ongoing and shall be carefully guided to minimize the premature loss of agricultural land. This includes making efficient use of land within the Town boundaries with respect to the overall density of development.
- 5.1.3 Conversion of predominantly agricultural lands within the Rural Policy Area to non-agricultural use shall not occur until an area structure plan and/or outline plan has been approved. This requirement does not apply to first parcel out subdivisions or re-designation under the Land Use Bylaw of a portion of a parcel to a non-agricultural designation where no subdivision is proposed.
- 5.1.4 Conversion of predominantly agricultural lands within the existing Town boundaries or between the existing and long term Town boundaries to non-agricultural use shall not occur until an area structure plan and/or outline plan has been approved. This requirement does not apply to first parcel out subdivisions.
- 5.1.5 Agricultural use may continue on lands identified on Map 42 for long term non-agricultural use until conversion of these lands to the intended non-agricultural use occurs.

- 5.1.6 Recognizing that the Province controls the development of confined feeding/intensive livestock operations, the Town and County shall not support new confined feeding/intensive livestock operations or the expansion of existing operations between the existing Town boundaries and the long term Town boundaries or within 1 mile beyond the long term Town **boundaries and Joint Development Area** shown on Map 1.
- 5.1.7 Notwithstanding policy 5.1.6, the expansion of existing confined feeding/intensive livestock operations may be allowed within 1.6 kilometers (1 mile) of the existing and long term Town boundary **and the Joint Development Area** shown on Map 1 where the Town has provided written consent to the approving authority.

## 5.2 RESIDENTIAL USES

### Goal:

To provide opportunities for residential development within the Plan Area which are responsive to a variety of market preferences and household needs and are directed to suitable locations

### Objectives:

1. To establish criteria for the location of rural residential development
2. To identify areas appropriate for urban residential development and ensure there is an adequate supply of land available and capable of meeting the Town's long term needs
3. To reduce the potential for conflict between residential uses and non-residential uses

### Policy Directions:

- 5.2.1 Residential use of land shall be the long term primary use of the Residential Area shown on Map 42 and any subsequent changes thereto. Residential use may be considered in the Rural Policy Area in accordance with the County's Municipal Development Plan.
- 5.2.2 Within the Rural Policy Area, the location, design and standards of residential subdivision and development shall be based on the policies of the County's Municipal Development Plan. This includes directing rural residential subdivisions to non-agricultural or lower value agricultural land as defined by the County's Municipal Development Plan.
- 5.2.3 Within the Existing Town Boundary, the location, design and standards of residential subdivision and development shall be based on the policies of the Town's Municipal Development Plan and applicable area structure plan.
- 5.2.4 On lands within the Long Term Town Boundary, residential subdivision for more than a first parcel out subdivision shall not be allowed until the quarter section has been annexed into the Town.
- 5.2.5 Subdivision and development for residential purposes in the Residential Area or Rural Policy Area shown on Map 42 and any subsequent changes thereto shall be preceded by the preparation and adoption of an area structure plan and/or outline plan as required under the respective municipality's Municipal Development Plan.
- 5.2.6 Within the Joint Development Area, prior to the adoption of a Major Area Structure Plan, the subdivision of a first parcel out shall be based on the policies contained within the County's Municipal Development Plan.

### 5.3 COMMERCIAL AND INDUSTRIAL USES

#### Goal:

To promote well planned commercial and industrial development that serves local residents and contributes to regional and local economic development

#### Objectives:

1. To ensure there is an adequate supply of commercial and industrial land available and capable of meeting a variety of needs
2. To identify areas where commercial and industrial activities can prosper and maximize their contribution to the local area economy
3. To reduce the potential for conflict between commercial uses, industrial uses and other uses
4. To ensure that other uses do not place restrictions on the development of commercial and industrial areas

#### Policy Directions:

- 5.3.1 Commercial areas identified on Map 42 and any subsequent changes thereto shall be used for a variety of commercial activities over the long term.
- 5.3.2 Industrial areas identified on Map 42 and any subsequent changes thereto shall be used for a variety of industrial activities over the long term which includes business agriculture type uses.
- 5.3.3 Commercial and industrial uses may also be considered within the Rural Policy Area subject to the policies of the County's Municipal Development Plan.  
Clearwater County shall endeavor to direct appropriate commercial and industrial development to the Joint Development Area, wherein development shall be in accordance with a Major Area Structure Plan and shall be subject to the Joint Development Agreement between the Town and County.
- 5.3.4 Within the Existing Town Boundary, the location, design and standards of commercial and industrial subdivision and development shall be based on the policies of the Town's Municipal Development Plan and applicable area structure plan.
- 5.3.5 On lands within the Long Term Town Boundary, subdivision of commercial and industrial lands shall be limited to first parcel out subdivisions for residential purposes section and no commercial or industrial development shall be allowed until the quarter section has been annexed into the Town or the Town has otherwise agreed in writing.

- 5.3.6 Notwithstanding policy 5.3.5, policy 5.3.1 and the commercial use identified on Map 42, lands in the SE 4-40-7-W5 designated for Direct Control District, Country Residential District or Country Residential Agricultural District under the County's Land Use Bylaw prior to 2006 and not yet subdivided in a manner allowable under the above listed designations may be allowed to subdivide prior to being annexed into the Town. Any subdivisions proposed in accordance with this policy shall be referred to the Town for comments.
- 5.3.7 Commercial and industrial development shall provide a high standard of building and overall site appearance on all parcels adjacent highway rights-of-way running through the Plan Area. This shall include orienting buildings to face the highway, creating attractive architectural appearances on building elevations visible from the highway and planting landscaping materials to break up and soften views of commercial and industrial properties.
- 5.3.8 Where possible and necessary, buffers or similar mechanisms to mitigate potential conflict between commercial, industrial and other uses shall be used.
- 5.3.9 Uses and developments which may create limitations on future commercial and industrial activities shall be directed away from lands identified on Map 42 for long term commercial or industrial use.
- 5.3.10 Subdivision and development for commercial or industrial purposes in the Commercial Area, Industrial Area, Joint Development Area and Rural Policy Area on Map 42 and any subsequent changes thereto shall be preceded by the preparation and adoption of an area structure plan and/or outline plan as required under the respective municipality's Municipal Development Plan.
- 5.3.11 Resource extraction activities such as gravel operations and timber harvesting shall be considered a form of industrial use and may be allowed within:
- a) the Rural Policy Area on Map 42 and any subsequent changes thereto subject to the policies of the County's Municipal Development Plan and Land Use Bylaw; and
  - b) the Major Open Space, Commercial and Industrial Areas on Map 42 and any subsequent changes thereto lying beyond the Existing Town Boundary subject to the policies of the County's Municipal Development Plan and Land Use Bylaw.

Use of a parcel for resource extraction activities does not require the preparation and adoption of an area structure plan or outline plan.

## 5.4 PUBLIC AND INSTITUTIONAL USES

### Goal:

To ensure locations are available to provide public and institutional services to area residents

### Objectives:

1. To accommodate public and institutional uses which serve the Plan Area population
2. To provide for essential public and private utility services serving the Plan Area population

### Policy Directions:

- 5.4.1 Public and institutional uses may be allowed in the Public & Institutional Services Area shown on Map 42 and any subsequent changes thereto.
- 5.4.2 Public and institutional uses commonly considered compatible with and complementary to residential uses may be allowed within the Residential Area and Rural Policy Area shown on Map 42 and any subsequent changes thereto.
- 5.4.3 Public and institutional uses commonly considered compatible with commercial and industrial uses may be allowed within the Commercial Area, Industrial Area, Joint Development Area and Rural Policy Area shown on Map 42 and any subsequent changes thereto.
- 5.4.4 Essential public uses and private utility services may be allowed throughout the Plan Area based on the optimal location(s) to provide the desired level of service to the Plan Area. Preparation and adoption of an area structure plan or outline plan is not required for essential public uses and private utility services.

## 5.5 MAJOR GREEN SPACE, PARKS AND TRAILS

### Goal:

To create an integrated system of green space that preserves natural features for their intrinsic and functional value and provide open space and trail opportunities for the community

### Objectives:

1. To preserve the natural beauty and character of the North Saskatchewan and Clearwater River valleys to facilitate their enjoyment by residents and visitors
2. To provide opportunity to develop and maintain an open space system extending by continuous or semi-continuous links from existing open space areas in the Town to appropriate locations throughout the plan area
3. To ensure that adequate park dedication meeting local and community needs is available
4. To protect environmentally significant areas from adverse negative impacts
5. To protect natural drainage courses and waterways critical to the Plan Area

### Policy Directions:

- 5.5.1 The escarpment along the North Saskatchewan River and the Clearwater River shall be retained in its natural state except for those measures needed for utility crossings, public access or safety.
- 5.5.2 Lands within the respective 1:100 year floodplains of the North Saskatchewan River and Clearwater River shall be safeguarded from land uses that are not tolerant to flooding. Factors to be considered in determining the appropriateness of a land use proposed within the 1:100 year floodplain shall include the degree of risk to individuals and private investment and the ability to evacuate the development.
- 5.5.3 When lands along the North Saskatchewan River, Clearwater River, Trappers Creek, **Chicken Creek**, Mud Lake and Ernie Lake are subdivided, environmental reserve shall be dedicated. Where the required environmental reserve dedication does not provide sufficient space to allow development of a trail then municipal reserve shall be dedicated to allow trail development.
- 5.5.4 A regional trail network connecting points of interest within the Town and County to major concentrations of residential development shall be addressed as new area structure plans are prepared. Connections to existing development shall be encouraged.

- 5.5.5 Unless otherwise agreed to by the Town, municipal reserve dedications within the lands between the Existing Town Boundary and Long Term Town Boundary, **with the exception of lands within the Joint Development Area**, shall be deferred to the balance of the quarter until such time as the area is being subdivided as part of the Town.
- 5.5.6 Municipal reserve dedications within all other areas shall be provided in accordance with the respective Municipal Development Plan and area structure plan policies of the County and the Town.
- 5.5.7 Environmentally significant areas and features shall be inventoried and identified for preservation for portions of the Plan Area as area structure plans and outline plans are prepared. The determination of environmental significance shall be based on the 1991 Environmentally Significant Areas of the M.D. of Clearwater study.
- 5.5.8 The Town and County shall work together and with other parties to preserve natural areas and create green space areas for use by area residents and the general public.



## 5.6 RECREATION AND COMMUNITY SERVICES

### Goal:

To provide a variety of recreation and community services which contribute to a high quality of life for area residents

### Objectives:

1. To continue cooperation between municipalities in delivering recreation and community services
2. To provide for private recreational uses and development within the Plan Area

### Policy Directions:

- 5.6.1 Private and public recreational facilities and uses shall be allowed in the Recreational Area shown on Map 42 and any subsequent changes thereto and may be considered within the Joint Development Area, Rural Policy Area or Commercial Area shown on Map 42 and any subsequent changes thereto. Local parks, large neighbourhood parks, school sites and trails shall be allowed in the Residential Area.
- 5.6.2 The Town and County shall continue to explore and implement ways of providing services to area residents in the most cost effective manner reflecting the desired levels of service within parts or all of the Plan Area. These services may include fire protection, animal control, community facilities, schools and other similar municipally or publicly supplied services.
- 5.6.3 The Town and County shall share their capital plans for investment in recreation facilities with one another and other interested parties.

## 6.0 TRANSPORTATION

### Goal:

To provide a coordinated transportation system that supports the safe and efficient movement of persons and goods within the Rocky Mountain House area

### Objectives:

1. To integrate transportation and land use considerations in all transportation decision making
2. To use a system of transportation planning and management that establishes a safe and efficient transportation system
3. To coordinate transportation planning among Alberta Infrastructure & Transportation, the County and the Town
4. To support ongoing use and development of the airport as a key transportation link for the region

### Policy Directions:

- 6.1 The Highway and Arterial Road network as shown on Map 1 shall guide the development of arterial roadways by the two municipalities within the Plan Area.
- 6.2 Both municipalities shall coordinate the planning and construction of major transportation links within the Plan Area. Where these links involve Provincial highways the two municipalities shall work in concert with Alberta Infrastructure & Transportation to provide a satisfactory level of service and safety.
- 6.3 Both municipalities shall share their respective capital plans for transportation improvements with each other and other interested parties to ensure better coordination respecting road upgrades.
- 6.4 As subdivision occurs, lands required for future transportation corridors as identified in this Plan, or in a transportation plan accepted by both municipalities, shall be protected. This may take the form of dedication or road right-of-way, registration of land acquisition agreements on title, additional building setback requirements or a combination of these measures.
- 6.5 The right-of-way requirements for roads shall be as set out in the applicable Town or County design standards.
- 6.6 For the purpose of this section, boundary road means a road under the direct control of either the County or the Town where land within the Town's jurisdiction is on one side of the road. For boundary roads, whichever municipality is responsible for maintenance and has jurisdiction over the road right-of-way shall

determine the design, construction and access standards for the applicable segment of road. Contributions for the construction costs of boundary roads or costs to upgrade existing boundary roads shall be negotiated on a case by case basis by the two municipalities in accordance with the detailed policy established by the Intermunicipal Committee. The basis for the cost sharing formula shall be the anticipated traffic generated by existing or future development on lands adjacent the segment of boundary road. Notwithstanding the above formula, contributions from lands in the County shall only apply if development exceeds first parcel out or severance subdivisions.

- 6.7 ~~Notwithstanding the protection of the potential Highway 11 bypass identified by Alberta Infrastructure & Transportation and the Highway and Arterial Road (Proposed) alignment shown on Map 1, the role of the Tiarni Road and Airport Road as truck routes should be explored.~~

~~The Town and County will continue to work with Alberta Transportation in consideration of a potential Town bypass route for Highway 11.~~

- 6.8 ~~The Town and the County shall encourage Alberta Infrastructure & Transportation to prepare a detailed design for the intersection of Highway 11/ Highway 22 North/Airport Road as soon as possible.~~

## 7.0 UTILITY SERVICES

### Goal:

To establish the broad parameters and expectations leading to the effective and cost-efficient provision of municipal utility services capable of supporting future growth and development

### Objectives:

1. To determine appropriate servicing standards and expectations within the Plan Area
2. To provide for the coordination and integration of utility systems within the Plan Area
3. To provide for the orderly and cost-effective extension of servicing systems
4. To identify strategies for storm water management reflecting best management practices

### Policy Directions:

- 7.1 All development shall be supplied with an appropriate level of utility services based on the location and characteristics of the development.
- 7.2 Each municipality shall determine the nature of the utilities to be provided by the municipality or the developer.
- 7.3 Town water and sanitary sewer services shall not be extended beyond the Town boundaries unless these extensions form part of a joint development initiative based on the joint development policies section of this Plan.
- 7.4 As subdivision and development occurs, lands required for future utility and servicing rights-of-way and major utility facilities such as water treatment plants and sewage treatment facilities, as identified through the mutual agreement of the Town and County, or subsequent studies, shall be protected. This may take the form of easements/utility right-of-way agreements, dedication as road right-of-way, dedication as public utility lot or a combination of these measures.
- 7.5 Provision shall be made for storm water management throughout all of the development areas contemplated by this Plan. Best management practices, including the integration of existing water bodies and natural areas into storm water management ponds, shall be pursued. The release of storm water run-off from any development area to downstream areas shall be designed and managed in accordance with Alberta Environment requirements.
- 7.6 Natural and man-made drainage courses that are critical to the overall management of storm water and surface drainage within the Plan Area shall be protected by the municipality having jurisdiction. The Town and County shall

work cooperatively to address drainage issues and may use tools such as public utility lots and/or drainage easements where needed to ensure proper drainage within the Plan Area.

- 7.7 The Town shall periodically update its master plans and utility plans well in advance of anticipated town growth to ensure that adequate water treatment and sanitary sewer treatment capacity is available to accommodate future growth.
- 7.8 The Town and County shall continue to cooperate in the provision of solid waste disposal and recycling services to the plan area.

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## **8.0 PLAN IMPLEMENTATION AND ADMINISTRATION**

The successful implementation of this Plan will depend heavily on an ongoing commitment by the Town and the County to communicate and share information and views on land use planning matters with one another. Mutual trust and respect of one another as equals is essential. A clearly established system outlining the expectations and protocols for ongoing referrals, dialogue on planning issues, plan amendments and means of resolving any issues that arise helps to implement the goals, objectives and policies of this plan.

### **8.1 INTERMUNICIPAL COMMITTEE**

Goal:

To facilitate the ongoing sharing of information between the two municipalities' elected officials and provide a forum to review and comment on topics of mutual interest

Objectives:

1. To establish broad processes and procedures for ongoing intermunicipal discussions and communication
2. To define the role of the Intermunicipal Committee

Policy Directions:

- 8.1.1 An Intermunicipal Committee shall be established between the Town and the County. It shall comprise three elected officials from each Council. Administrative support to the committee will be provided by the County and Town staff attending the committee meetings.
- 8.1.2 The mandate of the Intermunicipal Committee may include discussion and consideration of the following:
  - a) Making recommendations to both Councils on intermunicipal matters that are referred by either municipality;
  - b) Monitoring the progress of the Plan including overseeing implementation actions;
  - c) Reviewing any proposed annexations;
  - d) Reviewing any proposed amendments to this Plan;
  - e) Serving as an informal review body for any amendment, proposed area structure plan, proposed outline plan or application that may have a significant impact on the Plan Area that is referred to the Committee; and
  - f) Assisting with the resolution of disputes in accordance with this Plan
- 8.1.3 The Intermunicipal Committee shall make decisions and recommendations on a consensus basis. For this purpose, consensus shall be defined as the unanimous consent among the elected officials forming the Committee.

- 8.1.4 The Intermunicipal Committee shall meet annually to discuss planning issues of mutual interest and on an as-needed basis to resolve or further discuss any issues.
- 8.1.5 The responsibility for providing administrative support to the Intermunicipal Committee shall alternate between the two municipalities on an annual basis; Administrative support to be provided and procedures to be followed shall include:
- a) The establishment of dates and locations for all meetings, production of agendas, distribution of pre-meeting information packages, and other matters as deemed necessary;
  - b) Keeping a record of the Committee meetings;
  - c) Chairing the meetings on an alternating basis; and
  - d) Convening meetings as required by the Plan.

## **8.2 COMMUNICATION AND REFERRAL PROCESSES**

### Goal:

To provide opportunities for each municipality to become informed about and have input on planning and development matters

### Objectives:

1. To maintain open and ongoing dialogue through direct and timely communication and sharing of information
2. To establish processes for the referral of plans, amendments and applications affecting lands of mutual interest

### Policy Directions:

- 8.2.1 Each municipality shall share with the other information, data or studies, road plans and utility plans that may have implications for the Plan Area.
- 8.2.2 Each municipality shall refer to the other proposed statutory plans, outline plans, land use bylaws and amendments to any of these where such proposals may affect land within the Plan Area.
- 8.2.3 Each municipality shall have at least thirty (30) days to review and comment on the referrals made pursuant to 8.2.2 above. A municipality may request an extension of the initial review period. The CAO of the municipality sending the referral may agree to an extension of the review period and where an extension is provided it shall be communicated in writing.
- 8.2.4 With the exception of first parcel out subdivisions, each municipality shall refer to the other proposed subdivision applications falling within or affecting a parcel adjacent the municipal boundaries.
- 8.2.5 Notwithstanding the above policies, where in the judgment of the municipality having jurisdiction, any proposed plan or application is thought to have potential implications for or be of interest to the other municipality the matter may be referred to the other municipality.
- 8.2.6 Subject to a written and signed intermunicipal memorandum of understanding, items subject to referral and their respective timelines for submitting comments may be added or deleted without the need for a formal amendment to this Plan.
- 8.2.7 In forwarding comments on a referral, each municipality shall indicate whether the comments offered come from Administration or a review with Council.
- 8.2.8 Each municipality shall offer comments from the perspective of specific implications that have a high likelihood of affecting their own planning efforts



around land uses and infrastructure. General observations on issues that have no bearing on the planning efforts of the commenting municipality shall be avoided.

8.2.9 When issues are raised through the communication and referral process, they shall be addressed using the following process:

a) Stage 1: Administrative Review

Once an issue is identified, the municipality having jurisdiction shall provide the other municipality with all available information concerning the matter. The commenting municipality shall evaluate the matter and provide written comments to the other municipality. Every attempt shall be made to discuss the issue with the intent of arriving at a mutually acceptable resolution. If an agreement or understanding on how to approach the issue is reached, the commenting municipality shall indicate same to the other municipality in writing. If no agreement can be reached, the matter shall be referred to the Intermunicipal Committee.

b) Stage 2: Intermunicipal Committee Review

If an issue is referred, a meeting shall be scheduled to allow both Administrations to present their perspectives and views on the issue. The Intermunicipal Committee may:

- Provide suggestions back to both Administrations on how to address the issue and refer the matter back to the Administrative Review stage;
- Seek additional information and alternatives for consideration at a future meeting of the Intermunicipal Committee;
- If possible, agree on a consensus position that resolves the issue; or
- Conclude that no initial agreement can be reached and refer the matter to the two Councils.

In the event that the Intermunicipal Committee reaches consensus and resolves the issue, the details of the consensus shall be provided to each municipality in writing.

### **8.3 DISPUTE RESOLUTION**

Goal:

To create a process that allows for timely resolution of differences of opinion in a manner respectful of each municipality's interests and concerns

Objectives:

1. To establish a procedure for resolving disputes if and when required
2. To clarify items that may constitute a dispute and be subject to the dispute resolution process

Policy Directions:

- 8.3.1 The following shall form the basis for initiating the dispute resolution process:
  - a) Lack of agreement between the two municipalities on any proposed amendment to this Plan;
  - b) Lack of agreement between the two municipalities on any proposed statutory plan, outline plan, land use bylaw or amendment to any of these located within or affecting the Plan Area; or
  - c) Lack of agreement between the two municipalities on an interpretation of this Plan.
- 8.3.2 A dispute is defined as: (1) any statutory plan, land use bylaw or amendment to either which is given first reading by a Council which the other Council deems to be inconsistent with the policies of this Plan or detrimental to their planning interests as a municipality; or (2) any non-statutory plan within the Plan Area adopted by a Council which the other Council deems to be inconsistent with this Plan or there is an issue of interpretation of the policies of this Plan.
- 8.3.3 A dispute shall be limited to the decisions on those matters listed under item 8.3.1 and 8.3.2 above. Any other appeal by other parties shall be made to and addressed by the respective approving authorities within each municipality.
- 8.3.4 The dispute resolution process of this Plan may only be initiated by Town Council or County Council and shall only be used for resolving intermunicipal planning disputes. Identification of a dispute and desire to go through the dispute resolution process shall occur within 15 calendar days of a decision made pursuant to items 8.3.1 and 8.3.2 above. Once either municipality has received written notice of a dispute from the other, the dispute resolution process shall be started within 15 calendar days of the date the written notice was received unless otherwise agreed to by both CAOs.
- 8.3.5 In the event that the dispute resolution process is initiated, the municipality having authority over the matter shall not give any further approval in any way until the dispute has been resolved or the mediation process has concluded.

8.3.6 A dispute shall be addressed and may be resolved at any stage using the following process:

a) Stage 1: Council to Council Meeting

If the Intermunicipal Committee is not able to resolve the dispute the matter shall be referred to a joint meeting of the two Councils. Each municipality shall be given the opportunity to present their perspectives and views on the issue. The two Councils may:

- Provide suggestions back to the Intermunicipal Committee on how to resolve the disputed matter and refer the matter back to the Intermunicipal Committee;
- Seek additional information and alternatives for consideration at a future meeting of the two Councils;
- If possible, agree on a consensus position that resolves the issue; or
- Conclude that no initial agreement can be reached and refer the matter to mediation.

b) Stage 2: Mediation Process

If a dispute is referred for mediation, a mediated process shall be used to reach agreement subject to agreement by both Councils that mediation is necessary. Prior to the start of the mediation process the municipalities shall:

- Appoint an equal number of representatives to participate in the mediation process;
- Engage a mediator agreed to by the municipalities at equal cost to each municipality; and
- Approve a mediation process and schedule.

If agreed to by both Councils, municipal Administration may be used as a resource during the mediation process. All discussions and information related to the mediation process shall be held in confidence until the conclusion of the mediation process. The process shall be deemed to conclude once the mediator submits a report to both Councils. The mediator's report and recommendations shall not be binding on the municipalities and shall be subject to acceptance by both Councils. If both Councils accept the mediator's report, this shall be communicated to each municipality in writing and the matter shall be considered resolved. The report shall be introduced through the public hearing process along with any necessary amendments to the proposed bylaw or plan. If mediation is not undertaken or the mediator's report is not accepted by both Councils, then the disputing municipality may begin the appeal process.

c) Stage 3: Appeal Process

In the event that mediation proves unsuccessful, was not undertaken or the municipality having jurisdiction proceeds with an approval that does not reflect the accepted mediation recommendations, the disputing municipality may appeal the matter to the Municipal Government Board in accordance with the Municipal Government Act.

- 8.3.7 The municipality initiating a dispute may withdraw their objections at any time throughout the process. The municipality initiating the dispute shall provide written confirmation that the dispute is withdrawn to the other municipality.
- 8.3.8 Both municipalities agree that time shall be of the essence when working through the dispute resolution process.

Draft

## 8.4 URBAN EXPANSION AND ANNEXATION

### Goal:

To recognize and consider the growth aspirations of the Town in an orderly, economical and logical manner which discourages loss and premature fragmentation of agricultural land area

### Objectives:

1. To establish a process for managing and assessing annexation proposals
2. To set out the criteria for timely, cooperative and strategic annexations
3. To identify and protect areas to accommodate future expansion of the Town
4. To anticipate growth requirements and priorities for the Town and take steps to minimize or remove obstacles to accommodate future Town growth

### Policy Directions:

- 8.4.1 Both municipalities shall protect those lands identified within the proposed Long Term Town Boundary on Map 1 from land uses and developments that might interfere or conflict with future urbanization. This shall include limiting the amount of subdivision and development that may occur prior to annexation in accordance with Policy 5.2.4 and Policy 5.3.5 of this Plan. **Short-term annexation areas have been identified on Map 1, and are anticipated to be the subject of an annexation application by the Town from the County prior to end of 2018.**
- 8.4.2 The Town shall not pursue annexation of any land it cannot economically and reasonably service.
- 8.4.3 **The Town shall not pursue or support an annexation application of any land within the Joint Development Area.**
- 8.4.4 Either municipality or a landowner may put forward an annexation proposal or request. In the case of an annexation proposal by a landowner, the landowner shall simultaneously notify both municipalities in writing.
- 8.4.5 Where annexation is proposed by either municipality affected landowners shall be notified prior to the general public.
- 8.4.6 Annexation proposals shall be reviewed by the Intermunicipal Committee prior to submission of a Notice of Intent to the respective Councils and the Municipal Government Board.
- 8.4.7 If deemed necessary by the Intermunicipal Committee, at least one joint meeting of the two Councils to discuss the rationale for the annexation shall be held prior to submission of the annexation application to the Municipal Government Board.

8.4.8 In determining the appropriateness of an annexation proposal the following criteria, among others, shall be taken into account and documented in a supporting report:

- a) Justifiable based on projected growth rates reflecting historic trends or anticipated economic stimulus;
- b) Availability and cost of providing municipal services including consideration of economies of scale related to the financing of municipal service extensions;
- c) Adequacy of transportation system and ability to expand to accommodate demands resulting from annexation including consideration of economies of scale related to the financing of transportation infrastructure;
- d) Landowner interest in pursuing development and as high a degree of concurrence among affected landowners as possible;
- e) Measures to mitigate the impacts of annexation relating to such aspects as change in taxation levels, service provisions and treatment of and continuation of existing, approved uses and development;
- f) Consistency with adopted statutory plans; and
- g) Logical extension of jurisdictional boundaries including consideration of long term responsibilities for maintenance and service delivery and the establishment of rational planning units.

## **8.5 AREA STRUCTURE PLANS AND OUTLINE PLANS**

### Goal:

To provide consistency between the intermunicipal development plan and adopted area structure plans and outline plans

### Objectives:

1. To recognize the land use patterns and policies of existing and adopted area structure plans and outline plans
2. To limit potential conflicts when new area structure plans or outline plans are adopted or existing area structure plans or outline plans are amended

### Policy Directions:

- 8.5.1 Where there is an adopted area structure plan or outline plan in place as of the date this Plan is adopted, the detailed land use patterns and policies of the area structure plan or outline plan shall take precedence over this Plan.
- 8.5.2 As new area structure plans and outline plans are prepared and adopted or as existing area structure plans and outline plans are amended and expanded these plans shall be used to determine the detailed land uses for the area covered.
- 8.5.3 Receipt of an application to adopt an area structure plan or outline plan or amend an existing area structure plan or outline plan shall not constitute a dispute.
- 8.5.4 Each municipality may establish their own processes for the preparation of new or amendments to existing area structure plans and outline plans. At the start of these processes, each municipality shall consult the other on issues that concern the neighbouring municipality and should be considered and reviewed as part of preparing the plan. This may involve obtaining comments on the proposed terms of reference for the plan process.

## **8.6 IMPLEMENTATION**

Goal:

To promote the use of the Plan and implementation of its policies

Objectives:

1. To implement the Plan through other statutory and non-statutory plans
2. To implement the Plan through decisions of the subdivision and development authorities
3. To provide for periodic reviews and plan amendments when deemed desirable and necessary

Policy Directions:

Approving Authorities

- 8.6.1 In the hierarchy of statutory plans, the Intermunicipal Development Plan shall take precedence over other municipal statutory plans and documents except where the Intermunicipal Development Plan defers to the more detailed, adopted plan.
- 8.6.2 The Town shall be responsible for the administration and decisions on all statutory plans, land use bylaws, amendments thereto, and subdivision applications falling within the boundaries of the Town.
- 8.6.3 The County shall be responsible for the administration and decisions on all statutory plans, land use bylaws, amendments thereto, and subdivision applications falling within the boundaries of the County.

Future Plans and Studies

- 8.6.4 Area structure plans or outline plans should be prepared and adopted by the municipality having jurisdiction prior to changes in land use designation. This requirement shall not apply to those areas that do not involve subdivision or areas within the Town boundaries that are not as of the date that this Plan is adopted already covered by an approved area structure plan.
- 8.6.5 The Town and the County shall coordinate future planning efforts including potential collaboration on area structure plans, transportation plans, drainage basin studies, water system studies, feasibility studies relating to provision of municipal utilities and power generation and open space plans.



## Plan Amendments

- 8.6.6 An amendment to this Plan may be proposed by either municipality.
- 8.6.7 An amendment to this Plan proposed by a landowner shall be made to the municipality in which the subject land is located.
- 8.6.8 An amendment to the Plan has no effect if not adopted by both municipalities by bylaw pursuant to the Municipal Government Act.

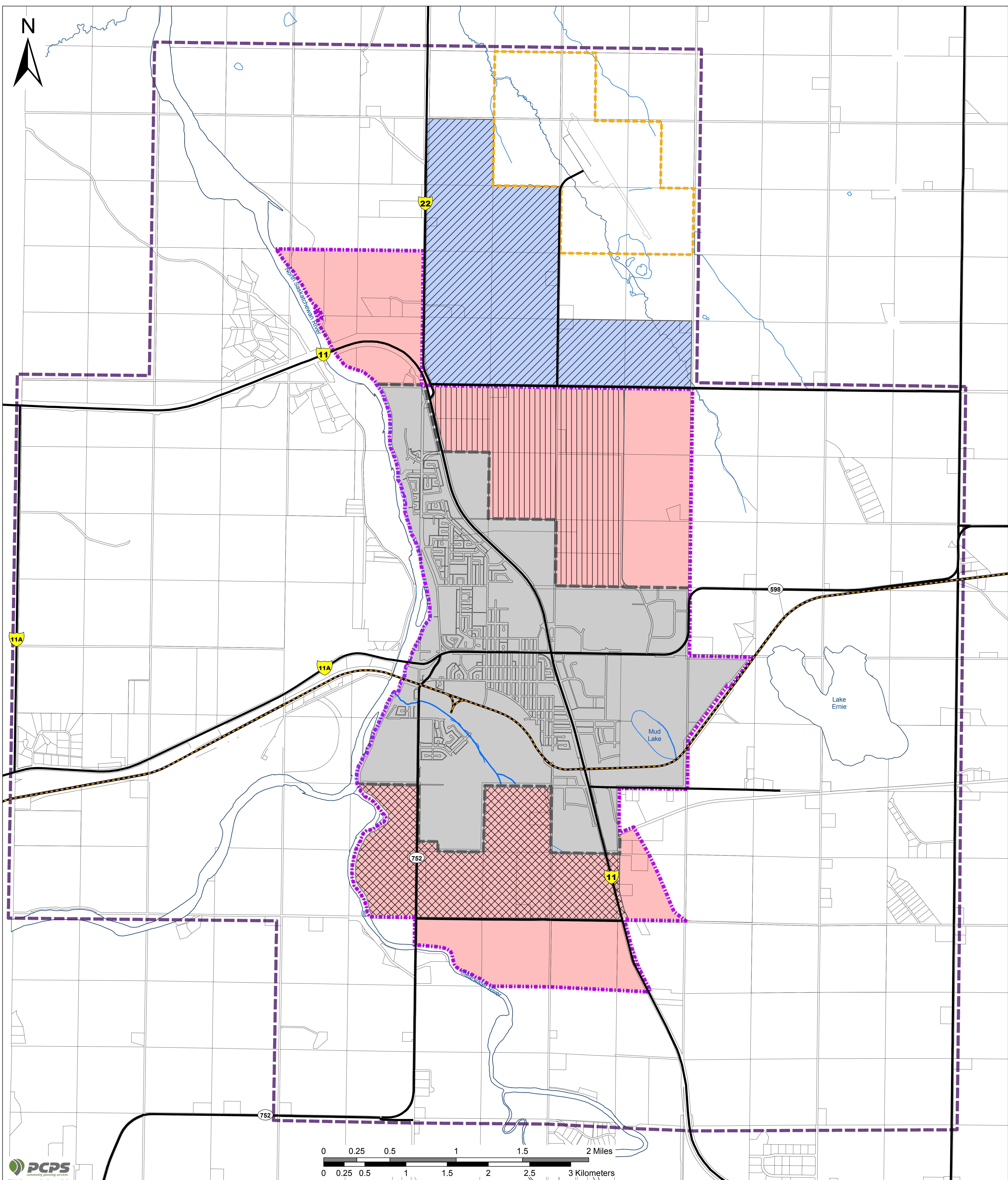
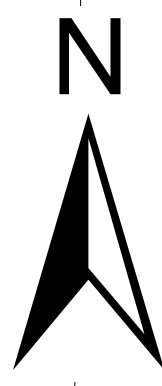
## Plan Review

- 8.6.9 At the end of five years from the date that this Plan is adopted by both Councils, the two municipalities shall consider the need for a review of the Plan. If necessary, the Plan shall be updated and revised. Thereafter the Plan shall be considered for review every five years unless some alternative time is agreed to by both Councils.

## Procedure to Repeal Plan

- 8.6.10 If one municipality deems this Plan no longer workable, the municipality may initiate the repeal of the Plan. Repeal of the Plan may be accomplished by one municipality passing a bylaw in accordance with the repeal provisions of the Municipal Government Act.
- 8.6.11 The following procedure to repeal the Plan shall be applied:
  - a) One municipality shall give the other written notice of its intention to repeal its bylaw adopting the Plan;
  - b) Within 30 days of the date of written notice forwarded to the other municipality, a Council-to-Council meeting shall be convened;
  - c) Following the meeting, the municipality initiating the repeal procedure may either withdraw its intention to repeal the Plan by giving written notice to the other municipality or proceed to consider a bylaw to repeal the Plan;
  - d) Once one municipality has passed a bylaw repealing the Plan the other municipality shall also proceed to pass a bylaw repealing the Plan.In the event that the Plan is repealed, each municipality shall amend their Municipal Development Plan to address intermunicipal issues in accordance with the Municipal Government Act. Should these required amendments not satisfy the neighbouring municipality the matter may be appealed to the Municipal Government Board.





**Legend**

- Current Town Boundary
- Long Term Town Boundary
- Airport Plan Boundary
- County Rural Policy Area

**Policy Areas**

- Long-term Town Growth Area
- Town/County Joint Development Area

**Future Areas**

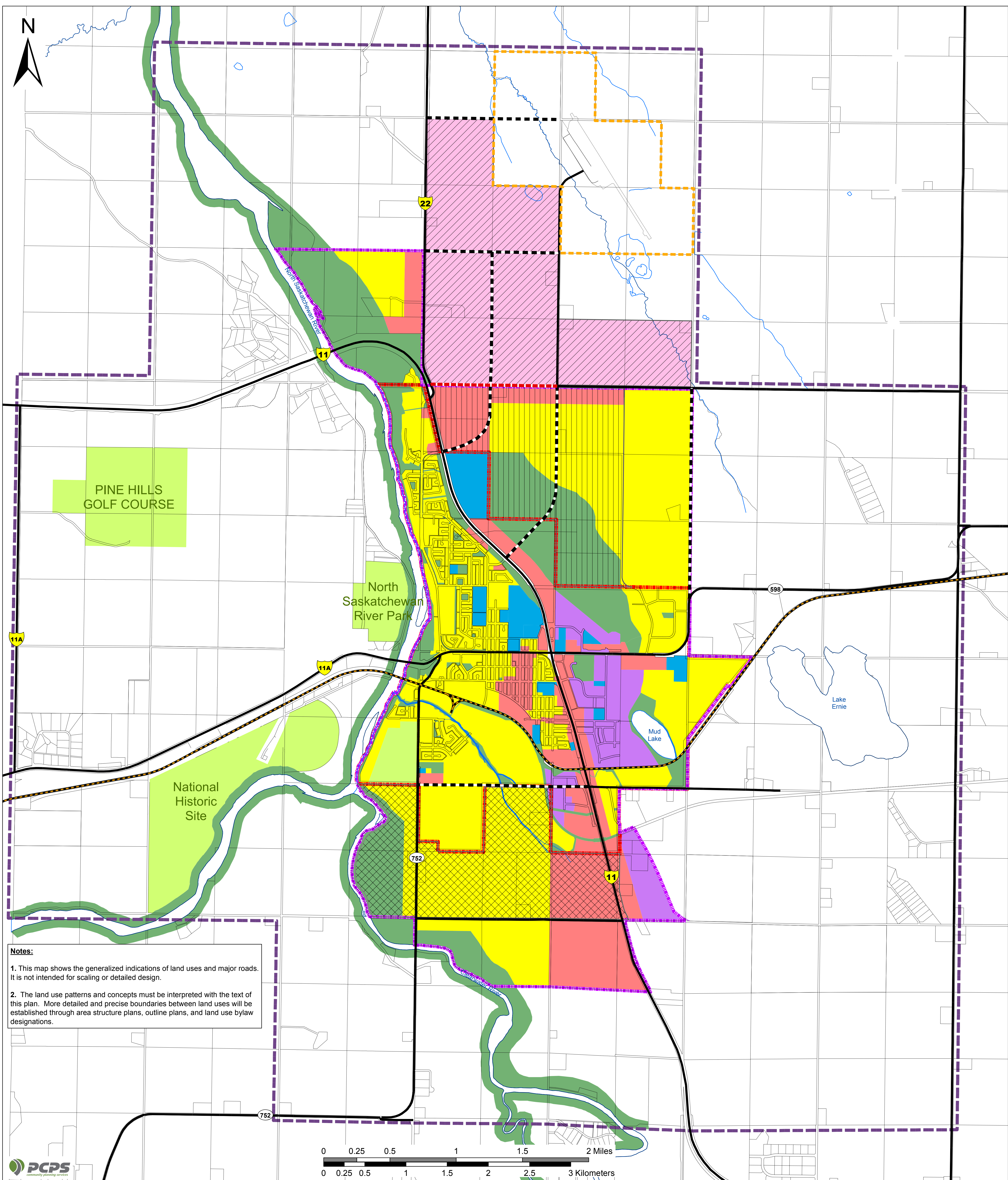
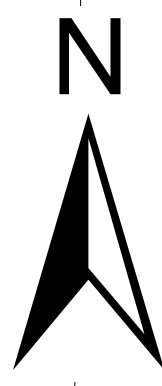
- Joint Development
- North Annexation Area
- South Annexation Area

**Intermunicipal Development Plan**

**MAP 1  
POLICY AREAS**

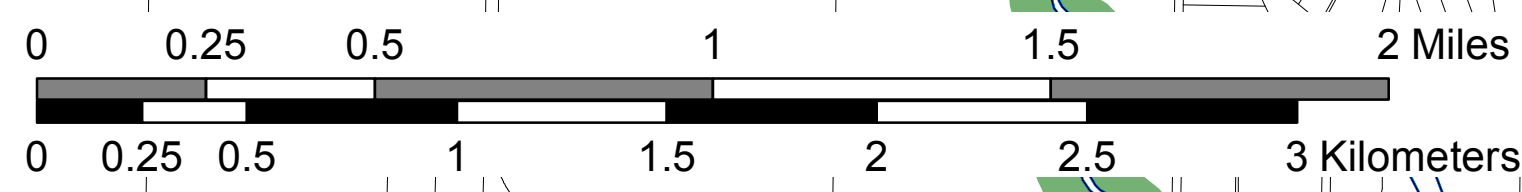






**Notes:**

1. This map shows the generalized indications of land uses and major roads. It is not intended for scaling or detailed design.
2. The land use patterns and concepts must be interpreted with the text of this plan. More detailed and precise boundaries between land uses will be established through area structure plans, outline plans, and land use bylaw designations.



**Legend**

- |   |                                  |
|---|----------------------------------|
| Existing Town Boundary                      | Future Areas                     |
| Long Term Town Boundary                     | North Annexation Area            |
| Airport Plan Boundary                       | South Annexation Area            |
| Plan Boundary                               | <b>Potential Road Changes</b>    |
| <b>Land Uses and Policy Areas</b>           | Potential Future Arterial        |
| Residential                                 | Future Status To Be Determined   |
| Recreation                                  | <b>Existing Base Data</b>        |
| Major Open Spaces & Undeveloped Areas       | Hydrology                        |
| Public                                      | Parcel Boundary                  |
| Commercial                                  | Railway Line                     |
| Industrial                                  | Existing Highways/Arterial Roads |
| Commercial/Industrial/Other Non-Residential |                                  |
| Rural Policy Area                           |                                  |

**Intermunicipal Development Plan**

**MAP 2  
FUTURE LAND USE CONCEPT**

