

The County has identified the following broad sectors as emerging areas of growth potential based on employment and business trends:

- Transportation, warehousing, and distribution / wholesale trade, particularly rail and trucking transportation and support industries;
- Professional, scientific, and technical services, particularly engineering, consulting, and business services; and
- Oil and gas servicing industries.

### Local Plans

11.6. A *local plan* shall be required to support applications for industrial development. The *local plan* shall:

- a) ensure that the type of uses for the industrial area are consistent with those identified in Policies 11.3 to 11.5;
- b) where necessary, provide a strategy to mitigate offsite impacts; including noise reduction due to operations;
- c) address the policies of this Plan regarding Non-residential / Residential Interface areas, where required;
- d) address the County's Commercial, Office, and Industrial Design Guidelines and document how the *local plan* meets those guidelines; and
- e) provide landscaping, lot, and building design requirements that provide for high quality development.

11.7. All private lighting, including security and parking area lighting, shall be designed according to the County's 'dark sky' Land Use Bylaw requirements, conserve energy, reduce glare, and minimize light trespass onto surrounding properties.

11.8. Where appropriate and feasible, a *local plan* should incorporate policies that provide for green building techniques and energy efficient design.

## 12. AGRICULTURE

The continued use of land for agriculture, until such time as the land is developed for other uses, is appropriate and desirable. The policies support the retention and development of agriculture uses as described in the Rocky View County Plan, while Section 13 provides direction on developing adjacent to agricultural operations in a manner that minimizes land use conflict.

### OBJECTIVES

- Support agricultural operations until alternative forms of development are determined to be appropriate.
- Provide for appropriate development of farmsteads and first parcels out.

## POLICIES

### General

- 12.1. Existing agricultural operations within the Plan boundary are encouraged to continue until development of those lands to another use is deemed desirable and that use is determined to be in accordance with the policies of this Plan.
- 12.2. The creation of a single lot from an unsubdivided quarter section for the purposes of a farmstead, First Parcel Out subdivision, or other agriculture development should be supported without the requirement of a *local plan* when it is in accordance with the relevant policies of this Plan and the County Plan.
- 12.3. Farmstead lot size shall meet the minimum and maximum size requirements of the County Plan and be no larger than is necessary to encompass the existing residence, associated buildings, landscape improvements, and access.
- 12.4. Residential first parcels out shall be situated in a manner that minimizes the impact on future development of the site. Residential first parcels out:
  - a) shall meet the site requirements of the County Plan;
  - b) shall meet the County's access management standards; and
  - c) should be located on the corners of the quarter section.
- 12.5. Applications for Confined Feeding Operations shall not be supported in the Plan area.

## 13. AGRICULTURE INTERFACE

Agriculture is a significant land use within the Conrich Plan area and will continue until envisioned development occurs. It is important that agricultural uses are allowed to continue unimpeded until the land transitions to an alternate land use.

In accordance with the policies and actions of the County Plan, Agricultural Boundary Design Guidelines are being developed. When completed, the Guidelines will provide recommendations for a variety of buffering, siting, and design techniques to minimize impacts of non-agricultural development on agricultural operations and to reduce potential land use conflicts.

### OBJECTIVE

- Ensure an appropriate interface between non-agricultural uses and agricultural land and operations, in order to avoid negative impacts on agriculture operations.

### POLICIES

- 13.1. Until such time as the Agricultural Boundary Design Guidelines are adopted, the policies of this Plan shall guide the design of developments bordering agricultural lands.
- 13.2. Proposals for non-agricultural development adjacent to agricultural lands located either within or outside of the Plan boundary should incorporate buffering, siting, and design techniques to minimize negative impacts on agricultural lands.

- 13.3. Agricultural buffering techniques may include a combination of the following:
- barrier fencing to prevent access;
  - vegetated berms;
  - community agriculture plots;
  - stormwater management facilities;
  - ecological / vegetative buffers;
  - use of topographic barriers such as slopes, roads, watercourses or wetlands; and
  - increased setbacks for housing and other buildings.
- 13.4. Public access such as trails, pathways, and parks should be discouraged adjacent to agricultural lands unless supported by the *open space* and pathway plan (Map 7).

#### 14. NON-RESIDENTIAL / RESIDENTIAL INTERFACE

The development of the Conrich area requires careful and sensitive integration of future business uses that are adjacent to existing and planned residential areas. The goals and policies of this section are intended to achieve a compatible interface and mitigate the impact of non-residential uses.

The term **Non-residential** refers to commercial, industrial, or other types of business development.

The **Non-residential / Residential Interface** area is meant to provide a compatible interface between business and residential development. The Non-residential / Residential Interface area contains the land designated for industrial, commercial, or other business use adjacent to the residential interface. A compatible interface is achieved by providing for the appropriate land use, building setbacks, lot and building design, and landscaping within this area.

#### OBJECTIVES

- To minimize the impact of non-residential development on residential development.
- To provide edge conditions in Non-residential / Residential Interface areas that are complementary to adjacent residential areas.

#### POLICIES

##### General

- 14.1. *Local plans* for business uses adjacent to areas identified on Map 6: Non-residential / Residential Interface shall include an interface strategy that addresses the policies of this Section.
- 14.2. The local road network within the non-residential area should be separated from and / or buffered from the adjacent residential areas.

**Business Uses**

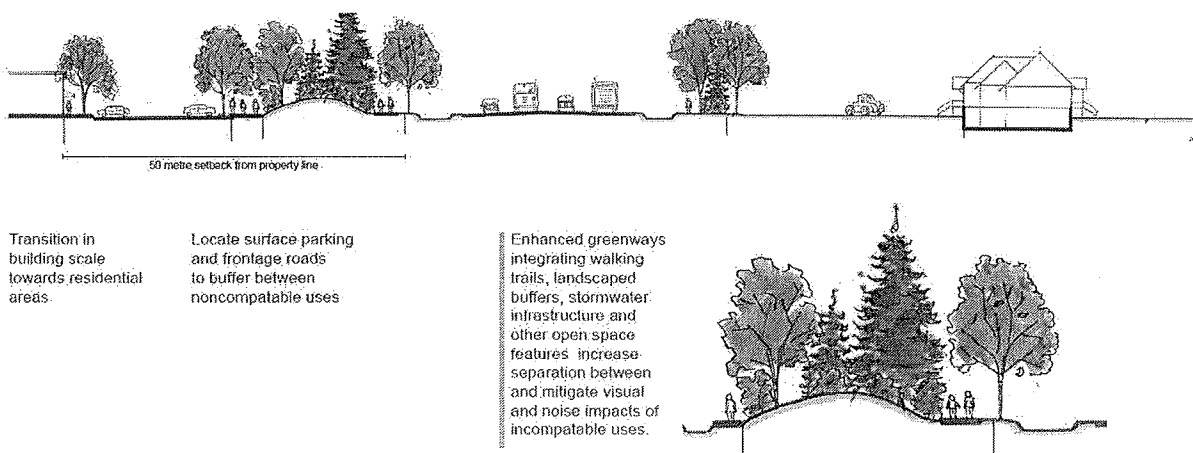
- 14.3. Business uses located in those areas identified on Map 6 as Non-residential / Residential Interface shall comply with the following requirements:
- a) Acceptable uses are those business activities primarily carried on within an enclosed building that generate no significant nuisance factor outside of the enclosed building. Business uses that interfere with the use and enjoyment of adjacent residential development because of the nature of the business use should not be permitted, even where the business activities may be fully enclosed within a building.
  - b) Outside storage is not an acceptable use in the Non-residential / Residential Interface area.

**Setback Area**

Spatial separation between non-residential and residential uses is achieved by providing setbacks for the non-residential buildings within the interface areas.

- 14.4. Where non-residential buildings are on lands adjacent to a residential area, the non-residential building shall be set back a minimum of 50 metres from the non-residential property line.
- 14.5. Where a trail or pathway is located within, or adjacent to, a Non-residential / Residential Interface area, the pathway and associated *open space*, including municipal reserve, may be counted as part of the 50 metre building setback.

Figure 3: Illustration of the Non-residential / Residential Interface area.



**Setback Area Use and Landscaping**

- 14.6. Uses within the setback of a Non-residential / Residential Interface area may include:
- a) landscaping, berms, landscaped stormwater ponds, natural wetlands, trails, and linear parks; and

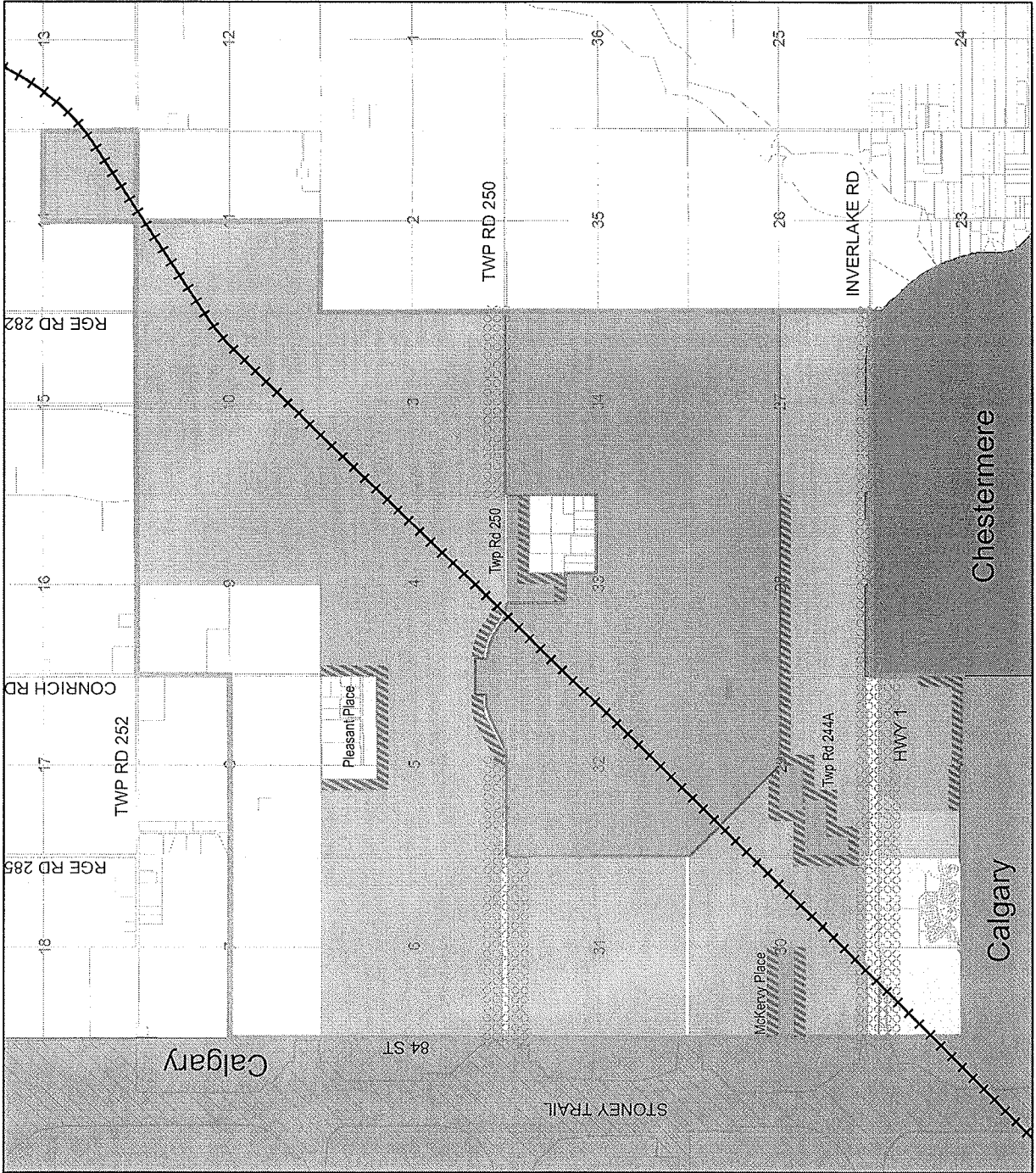
- b) surface parking where the parking is hidden from view by berms and / or landscaping.
- 14.7. High quality landscaping should be emphasized in the setback area. A landscape plan shall be prepared for the setback as part of a *local plan* that address the County's Land Use Bylaw and the Appendix B guidelines.
- 14.8. Mass plantings and / or berms are required to minimize the visual impact of the commercial / industrial buildings within an interface area. The plantings and / or berms:
- a) should incorporate natural contours and variations in height in order to achieve a natural landscaped appearance; and
  - b) may be located in either the Non-residential / Residential Interface area or the municipal reserve, if provided.

#### **Building Quality and Appearance**

- 14.9. High quality building appearance should be emphasized where non-residential buildings face residential areas. Building design shall address the requirements of Appendix B of this Plan.
- 14.10. The maximum height of buildings on lots adjacent to a residential area shall be 12.5 metres or lower, where required by the County's Land Use Bylaw.
- 14.11. The lot coverage of buildings on lots adjacent to a residential area should be a maximum of 25 per cent.
- 14.12. Garbage storage, loading bays, loading doors, or other activities creating heavy truck movements on lots adjacent to a residential area should not face the residential area.

# Map 6: Non-Residential/ Residential Interface

- ASP Boundary
- Future Policy Area
- Residential
- Institutional
- Business (Commercial/Industrial)
- Transition
- Non-Residential/  
Residential Interface
- Gateways
- Transportation and Utility  
Corridor
- CN Railway



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

## 15. GATEWAYS: INTERMUNICIPAL AND COUNTY

Gateways are important entrances, along major roads, entering and exiting a municipality and a community. They represent a 'community's welcome' and it is important that they are visually attractive and well maintained. Highway 1 forms a gateway between Rocky View County, the City of Calgary, and the City of Chestermere. Other roads within the County that require a higher level of visual appearance include Township Road 250 (McKnight) and development along Range Road 285 that faces the Hamlet of Conrich.

### OBJECTIVES

- Create attractive, orderly, and well maintained gateways through high quality development and landscaping.
- Ensure gateway development is coordinated with adjacent municipalities.

### POLICIES

#### Highway 1 and Township Road 250 (McKnight Boulevard)

- 15.1. Highway Business and industrial lands adjacent to Highway 1 and Township Road 250 (McKnight Boulevard), as shown on Map 6: Non-residential / Residential Interface, shall be subject to the gateway policies of this Plan.
- 15.2. Consideration shall be given to a high quality visual appearance when determining appropriate land use, siting, building design, and landscaping.
- 15.3. *Local plan* design guidelines for gateways should consider such factors as; sight lines, noise attenuation, setbacks, natural land features, innovative building design, and high quality landscaping and signage.
- 15.4. Gateways should be developed in accordance with the County's Commercial, Office, and Industrial Design Guidelines.
- 15.5. Rocky View County will collaborate with Alberta Transportation, the City of Calgary, and the City of Chestermere in creating an attractive gateway along Highway 1.

#### Range Road 285

- 15.6. Industrial land adjacent to Range Road 285 that faces the Hamlet of Conrich, as shown on Map 6 should achieve high quality visual appearance and develop in accordance with the County's Commercial, Office, and Industrial Design Guidelines.

## B. SERVICES

### 16. SCHOOLS

Rocky View County and the school authorities administering the schools in the County have determined that three elementary schools and a high school may be required for the Conrich area. Locations will be determined as part of the Future Policy Area review in accordance with demand and the policies of this Plan. Locational criteria and school size respect the Reserves Agreement in place with Rocky View Schools and the Calgary Catholic Board of Education.

## OBJECTIVES

- Identify future school needs and potential school sites in the Plan area.
- Collaborate with school authorities on site selection and development.
- Explore the feasibility of joint use community and school facilities with School Authorities.

## POLICIES

### Location and Size

- 16.1. The location of future school sites shall be determined as part of the Future Policy Area review.
- 16.2. As *local plans* are prepared, consultation shall occur with the School Boards and other relevant partners to confirm additional school needs and specific locations for future school sites. The preferred location for a high school at the present time is on land within the Highway Business area south of the Hamlet of Conrich.
- 16.3. The amount of land dedicated for a future school site should be consistent with the size requirements delineated in the Reserves Agreement between Rocky View County and the School Boards. Current size requirements are 10 acres for an Elementary School, 15 acres for a Middle School, and 25 acres for a High School.
- 16.4. Proposals for school sites that vary from the agreed upon size requirements (as per Policy 16.3) shall require the agreement of the appropriate School Board and the County.
- 16.5. Redesignation and subdivision applications for school sites shall address land use compatibility matters, servicing needs, transportation requirements, and ensure the site is of sufficient size to accommodate parking needs.
- 16.6. School sites should provide suitable land for active playfields and park space to meet the needs of students and should be connected to the community through trails, pathways, and / or sidewalks.

### Land Suitability

- 16.7. Suitability of proposed school sites shall be evaluated by the School Authority in consultation with the County.

### Joint Use

- 16.8. The County may partner with the School Authorities to facilitate the creation of joint use facilities or amenities.
- 16.9. The County should encourage community groups and other organizations to consider collaboration with the School Authorities and the County for joint-use opportunities on municipal land and school sites.



## Access

- 16.10. Rocky View County and the School Authorities shall collaborate with CN to mitigate impacts of train movement on school access via bussing, walking, or other modes of transportation.

## 17. RECREATION, CULTURAL, AND COMMUNITY USES

Community space and facilities for recreation, culture, and community uses are an important component of a Hamlet. Once the spaces are created, the recreation, cultural, institutional, and social programs can be supported through a variety of mechanisms.

The County is developing a Recreation and Culture Master Plan that will consider the requirements for facilities and amenities on a County-wide and inter-municipal scale. In addition to providing recommendations on the required type, size, and scale of facilities and amenities, the Plan will identify potential funding mechanisms and appropriate public / private partnerships to achieve desired services levels.

### OBJECTIVES

- Provide public and private space for recreation, culture, and community uses that foster the quality of life, health, and social well-being of residents.
- Support recreation, culture, institutional, and community uses in accordance with the recommendations of the County Plan and the County's Recreation and Culture Master Plan once adopted.

### POLICIES

#### Recreation, Culture, Institutional, and Community Facilities

The following policies should be addressed in accordance with the County Plan and the County's Recreation and Culture Master Plan.

- 17.1. *Local plans* shall consider the appropriate type, size, and scale of recreation, cultural, and community facilities and / or amenities.
- 17.2. *Local plans* shall consider and, where required, provide for the location of lands for recreation, cultural, and community uses, in accordance with this Plan by any such mechanism as may be approved by the County.
- 17.3. The County supports the development of recreation, cultural, and community facilities and amenities through appropriate funding mechanisms.
- 17.4. The County encourages both public and private partnerships to provide recreation, cultural, and community facilities and / or amenities.

#### Support of Programs

- 17.5. The County encourages and supports recreation, cultural, and community programs through appropriate mechanisms and public / private partnerships.

## 18. OPEN SPACE AND PARKS

### Open Space, Parks, Pathways, and Trails

*Open space*, parks, pathways, and trails contribute to community building by preserving rural landscapes and providing residents with opportunities for passive and active recreation. Communities need to have a wide range of accessible, connected, inviting, and safe parks and *open spaces* to meet the diverse needs of residents, businesses, schools, and other institutions. Pathways that connect neighbouring municipalities are also important to provide regional connections to adjoining areas and amenities.

***Open space*** means all land and water areas, either publicly owned or offering public access that are not covered by structures. *Open space* may include current and future parks, environmentally significant areas, and other natural areas, pathways and trails, greenways, parks, land for schools and recreation facilities, utility corridors, golf courses, and cemeteries.

### OBJECTIVES

- Promote, conserve, and enhance an interconnected *open space* system.
- Ensure that *open space* and parks have an ecological, social, cultural, recreational, and / or aesthetic function and that each space operates in a sustainable manner.
- Provide for a variety of parks that are well designed and accommodate residents' recreational and cultural needs.
- Provide for an interconnected regional and local network of pathway and trail connections.
- Provide pedestrian connections that link the Hamlet's residential areas and link to the community core.
- Provide opportunities for passive recreation and alternative transportation modes within residential, industrial, and commercial areas.

### POLICIES

#### Open Space










- 18.1. An interconnected system of *open space* shall be provided in the Plan area that is in general accordance with Map 7: Open Space, Pathways, and Trails.
- 18.2. *Open space* shall be provided through such means as:
  - a) the dedication of reserve lands, environmental reserves, and public utility lots;
  - b) the provision of environmental reserve easements, conservation easements, or other easements and rights-of-way;
  - c) government lands for public use;

- d) privately owned land that is accessible to the public;
  - e) publicly owned stormwater conveyance systems;
  - f) land purchases, endowment funds, land swaps, and donations; and/or
  - g) other mechanisms as may be approved by the County.
- 18.3. *Open space* shall be planned and integrated into the Plan area so that the function of each space will provide a positive and safe social, cultural, and/or recreational experience for the community.
- 18.4. *Open space* shall have an ecological, social, cultural, recreational, and/or aesthetic function that is sustainable.

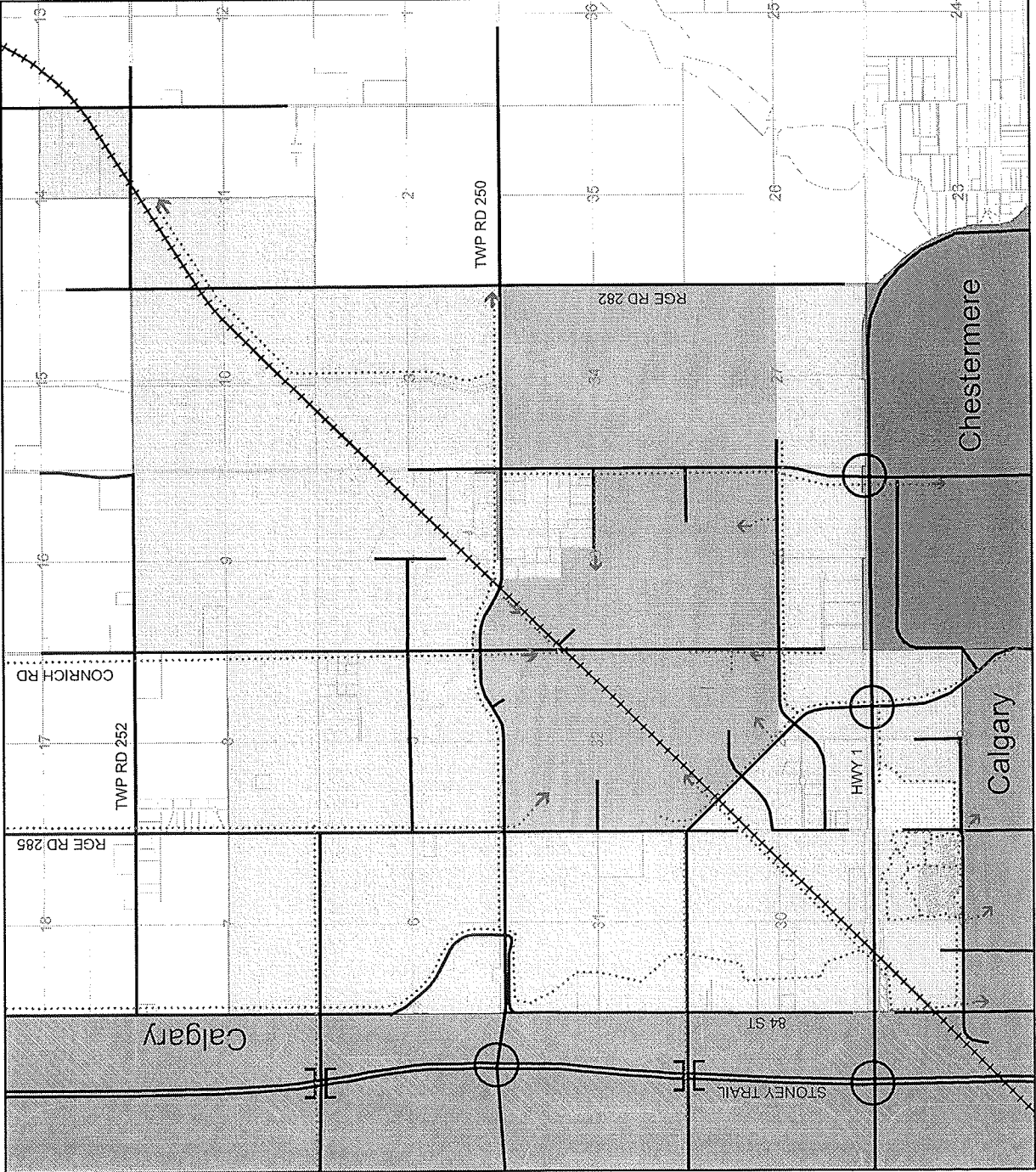
### **Parks, Pathways, Trails, and Sidewalks**

- 18.5. Multi-purpose and joint use sites for schools, parks, and recreation facilities are encouraged, where needed.
- 18.6. The network of pathways, trails, and sidewalks should promote walking and cycling; the network should provide connections between residential, commercial, institutional, and industrial areas.
- 18.7. Residential development shall provide for pathway, trail, or sidewalk linkages within, and external to, the *local plan area*.
- 18.8. The design and construction of parks, pathways, trails, and associated amenities shall be of high quality and adhere to the County's Servicing Standards and the County's Parks and *Open Space* Master Plan design criteria.
- 18.9. Hamlet Residential development shall:
- a) include sidewalks within the road right-of-way; and
  - b) provide for public parks that connect to the *open space* network.
- 18.10. *Local plan* preparation should provide for a pathway, trail, and sidewalk network that generally aligns with the network shown on Map 7, and:
- a) provide connections within, and external to, the *local plan area*;
  - b) wherever possible, be located within, or align with, a park, wetland, stormwater conveyance system, natural water course, riparian area, or natural area;
  - c) incorporate Crime Prevention Through Environmental Design (CPTED) features; and
  - d) contribute to the regional trail and pathway system and, where required, connect with other municipalities' pedestrian networks.
- 18.11. Where the regional pathway, trail, and sidewalk network cannot be located within a park, wetland, stormwater conveyance system, natural water course, riparian area, or natural area, it may be located within a road right-of-way in accordance with applicable County standards or in municipal reserve land adjacent to a road.

# Map 7: Open Space, Pathways and Trails

-  ASP Area
-  Future Policy Area
-  Existing Municipal Reserve
-  Public Utility Lot
-  Existing Cemetery
-  Transportation and Utility Corridor
-  CN Railway
-  Interchange
-  Fly Over

Pathway connection into Future Policy Area to be determined at future planning stage



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

## 19. NATURAL ENVIRONMENT

Scattered throughout the Conrich area are a number of wetland complexes, with a series of permanent wetlands, located in the south-west corner of the Plan area. Natural drainage from Conrich is south to the Shepard Wetland complex and then to the Bow River. The purpose of these policies is to provide for the long term conservation of valued wetlands.

A **wetland** is land saturated with water long enough to promote wetland aquatic processes as indicated by poorly drained soils, hydrophytic vegetation, and various kinds of biological activity that are adapted to a wet environment.

A **wetland complex** is two or more permanent or intermittent wetlands connected by natural vegetation and drainage.

**Riparian land** is the vegetated (green zone) area adjacent to rivers, creeks, lakes, and wetlands. These areas have a distinct vegetative community that is a result of increased soil moisture and different soil types.

Wetlands and riparian areas connect ground water to surface water, provide important wildlife and waterfowl habitat, clean and purify water, and provide recreational opportunities.

### OBJECTIVES

- Provide for the protection and enhancement of wetlands and wetland values.
- Ensure wetlands are assessed through the *local plan* preparation process.
- Provide for the protection and enhancement of riparian areas adjacent to wetlands and watercourses.
- Provide guidance regarding building and development in and through riparian areas.

**Wetland value** is based on the function of the wetland (e.g. abundance and biodiversity) and the benefits it provides to society (e.g. water quality improvement and flood protection).

### POLICIES

#### Wetlands

- 19.1. Wetland protection shall be guided by County and Provincial Policy.
- 19.2. The County shall require the use of the Provincial system to determine wetland classification and relative wetland value.
- 19.3. *Local plans* shall identify the classification and value of wetlands within the *local plan* area boundary. This shall be done as part of a wetland assessment, to be provided at the *local plan* preparation stage.
- 19.4. *Local plans* shall determine, through consultation with the Province, whether wetlands are Crown owned land.

The Province has published a "Guide for Assessing Permanence of Wetland Basins" as a tool to assist in the identification of Crown owned land.

- 19.5. Wetlands, not claimed by the Crown, that have a high relative value should be dedicated as environmental reserve or environmental reserve easement.
- 19.6. Wetlands that form part of a stormwater drainage conveyance system (Map 11) shall be retained.
- 19.7. Where wetlands are not retained, developers shall provide for appropriate replacement, in accordance with Provincial policy.

**Riparian Areas**

- 19.8. Riparian area protection shall be guided by County and Provincial Policy.
- 19.9. The riparian setback area from a protected watercourse shall be determined using the Province's "Stepping Back from the Waters: A Beneficial Management Practices Guide For New Development Near Water Bodies in Alberta's Settled Region", or a similar provincial document which may replace this document.
- 19.10. The riparian setback area shall be protected as environmental reserve, environmental reserve easement, municipal reserve, or by other means satisfactory to the County.
- 19.11. Building and development in the riparian setback area shall be in accordance with the County's Land Use Bylaw and the County's Riparian Setback Policy.
- 19.12. The riparian setback area uses may include parks, pathways, and trails.
- 19.13. Public roads and private access roads are allowed in the riparian setback area but should be located, designed, and constructed so as to minimize disturbance to the riparian area.
- 19.14. The riparian protection area shall remain vegetated and development proponents are strongly encouraged to maintain the natural riparian function through the use of native plant species.

**20. RESERVES**

Reserves and environmental reserves are lands dedicated to the County as public land during the subdivision process. Reserves enhance the community by providing land for parks, schools, and recreational amenities. Environmental reserves protect the community and natural environment by preventing development in hazardous areas such as ravines and floodways.

**Reserves** are lands dedicated to the County by the developer through the subdivision process as defined in the Municipal Government Act. They include:

- municipal reserves;
- community services;

- school and municipal reserves;
- school reserves.

Instead of a land dedication, the County may accept the equivalent value of the land as money. Cash-in-lieu money is shared between the school boards and the recreation districts.

**Community services reserves** are defined in the Municipal Government Act as lands declared surplus by the school boards. *Community services reserve* land may be used for:

- a public library;
- a police station, a fire station, or an ambulance services facility;
- a non-profit day care facility, senior citizens facility, or special needs facility;
- a municipal facility providing service directly to the public; and
- affordable housing.

**Environmental reserves** are defined in the Municipal Government Act as lands dedicated to prevent development in hazard areas (e.g. floodways or escarpments), reduce water pollution, and provide access to lakes and rivers. Environmental reserves are dedicated as public land.

## OBJECTIVES

- Provide for the dedication of reserves to meet the educational, recreational, cultural, social, and other community service needs of the community.
- Provide for the taking of money in place of land for municipal reserve, school reserve, or municipal school reserve.
- Provide direction on the timing of reserve dedication.
- Provide for the identification and protection of environmentally significant land or hazard land through the dedication of environmental reserve or environmental reserve easements.

## POLICIES

- 20.1. Reserves owing on a parcel of land shall be provided as:
  - a) municipal reserve, school reserve, or municipal and school reserve;
  - b) money in place of reserve land; or
  - c) a combination of land and money.
- 20.2. Municipal reserve, school reserve, or municipal and school reserve shall be provided through the subdivision process to the maximum amount allowed by the Municipal Government Act.
- 20.3. Prior to the disposition of municipal or school reserve land declared surplus by the school board, the County will determine if the land is required for community services reserve land as provided for in the Municipal Government Act.

- 20.4. Voluntary dedication of reserve land beyond the maximum amount allowed by the Municipal Government Act may be considered if it is demonstrated that the additional reserve will benefit the community and result in no additional acquisition costs to the County.
- 20.5. All, or a portion of, reserve land requirements may be deferred by registering a deferred reserve caveat if it is determined that the reserve could be provided through future subdivision.
- 20.6. The acquisition, deferral, and disposal of reserve land, and the use of money in place of reserve land, shall adhere to County Policy, agreements with local school boards, and the requirements of the Municipal Government Act.
- 20.7. Provision and allocation of reserves shall be determined at the time of subdivision by the County's Subdivision Approving Authority.
- 20.8. The dedication of reserves should meet the present or future needs of the Plan area by considering the recommendations of this Area Structure Plan, the Parks and Open Space Master Plan, Recreation and Culture Master Plan, *local plan*, school boards, and / or recreation boards.
- 20.9. The amount, type, location, and shape of reserve land shall be suitable for public use and readily accessible to the public.
- 20.10. Where an identified park, trail, and pathway system (Map 7) or land for recreational or cultural amenities cannot be provided through the dedication of municipal reserves or private easement, consideration should be given to acquiring land through the use of:
  - a) money in place of reserve land;
  - b) money from the sale of surplus reserve land; or
  - c) other sources of identified funding.

### **Environmental Reserves**

- 20.11. Lands that qualify as environmental reserve should be dedicated as environmental reserve or environmental reserve easement through the subdivision process, as per the Municipal Government Act.
- 20.12. Other lands determined to be of environmental significance, but not qualifying as environmental reserve, should be protected in their natural state through alternative means as determined by the County.
- 20.13. Environmental reserves should be determined by conducting:
  - a) a Biophysical Impact Analysis Report;
  - b) a Geotechnical Analysis; and / or
  - c) other assessments acceptable to the County.



**Reserve Analysis**

- 20.14. A reserve analysis shall be required with the preparation of a *local plan* to determine the amount, type, and use of reserves owing within the *local plan* area.
- 20.15. The reserve analysis shall include a determination of:
  - a) the total gross area of the *local plan*;
  - b) the type and use of reserves to be provided within the *local plan* area;
  - c) other reserves owing on an ownership basis;
  - d) the location of the reserve types and amounts in relation to the *local plan* area's overall *open space* system, with this information to be shown on a map; and
  - e) the amount of residual reserves to be taken as money in place of land.

**21. EMERGENCY SERVICES**

Emergency services within the Plan area include fire and protective service needs.

**OBJECTIVES**

- Ensure an appropriate and efficient level of fire and protective services is made available for current and future residents in order to provide for a safe and liveable community.
- Ensure communities are designed and constructed to optimize the delivery of fire and protective services.

An **Emergency Services Facility** is a site and building(s) containing the staff, equipment, and other apparatus required to deliver fire and / or protective services within the County and may include facilities and space for other related services.

**POLICIES**

- 21.1. In association with County Fire Services, the RCMP, and other emergency service providers, an adequate level of service shall be provided to meet current needs, as well as future needs, based on projected population growth and demographic change in the Plan area.
- 21.2. An emergency services facility site shall be required for the Conrich area and a potential location is identified on Map 5.
- 21.3. The specific site for an emergency services facility should:
  - a) be a minimum of 1.2 hectares (3.0 acres) in size;
  - b) not be located in a residential area;
  - c) allow for an all-turns access to a major road;
  - d) provide a minimum of two vehicular access points onto a road;
  - e) incorporate road signalization, where needed; and

- f) provide an acceptable response time to all areas within the service district.
- 21.4. Policing will be provided by the RCMP as per the Provincial Police Service Agreement, until such time as another policing solution is required or sought out.
- 21.5. Prior to the approval of a development that will result in the Conrich area's population exceeding 5,000 residents; the County will review the policing requirements for the Conrich area and identify additional resources needed.
- 21.6. All industrial and commercial buildings should provide fire suppression systems and they shall be in compliance with the County's Fire Suppression Bylaw and the Alberta Building Code.
- 21.7. *Local plans* shall address fire and protection response measures and on-site firefighting requirements through consideration of such factors as efficient road design, safe and efficient access for emergency service vehicles, wildland fire protection, and fire control measures.
- 21.8. Crime Prevention Through Environmental Design (CPTED) features should be considered and incorporated into the design and construction of all new development, wherever possible.
- 21.9. The County shall collaborate with CN to develop an Emergency Response Plan to mitigate delays to emergency response due to train movements.

## C. INFRASTRUCTURE

### 22. TRANSPORTATION

The transportation network must develop in a manner that is safe, functional, and efficient. The network should minimize impacts on major wetlands and natural features, integrate development within the Conrich area, and provide regional opportunities for walking, cycling, and public transportation. Map 8: Transportation Network shows the provincial, regional, and some local transportation networks in the Conrich area, provides information on road classifications, special study areas, railway crossings, and highway interchanges and fly-overs.

#### OBJECTIVES

- Support a regional road network, based on the township and grid system, that:
  - efficiently accesses and aligns with the provincial and regional highway network; and
  - encourages the separation of residential, commercial, and industrial traffic.
- Provide for connections to a regional pathway and trail system.
- Provide for an internal road network that contributes to a high quality built environment and efficiently and safely aligns to the regional road network.
- Provide for an internal road network within the residential areas that:
  - facilitates connectivity within and between neighbourhoods; and
  - provides for a safe pedestrian and cycling environment.

## POLICIES

### General

- 22.1. A Transportation Impact Assessment shall be required as part of the *local plan* preparation and / or subdivision application process.
- 22.2. All subordinate transportation analyses must respect and conform to the Conrich Master Transportation Plan.

### Regional Transportation Network

- 22.3. The regional transportation system should be developed in general accordance with Map 8: Transportation Network. The classifications of the grid road network may be refined through further transportation analysis and / or at the *local plan* stage.
- 22.4. No new direct access shall be allowed from the Conrich Plan area to Stoney Trail or Highway 1, unless otherwise determined by the Province and County to be necessary.
- 22.5. The County shall collaborate with the Province regarding regional road connections and interchange designs with respect to Highway 1 and Stoney Trail.
- 22.6. The existing at-grade intersections on Highway 1 at Garden Road, Conrich Road, and Rainbow Road are considered temporary and will ultimately be removed and replaced by grade separated interchanges at the locations indicated in Alberta Transportation's Functional Planning Studies, as generally shown on Map 8.
- 22.7. The County will work with the Province to monitor the operation of the existing at-grade intersections on Highway 1 within the Plan area, and ensure that growth within the Plan area does not adversely affect the safe and effective operation of these intersections and / or the operation of Highway 1.
- 22.8. Subdivision and/or development within the Plan area that affect these at-grade intersections must be closely reviewed by Rocky View County and the Province to ensure the intersections operate safely on an interim basis. Infrastructure improvements to support subdivision / development are to be constructed by the proponent(s), and may consist of construction of upgrades to the existing at-grade intersections to improve safety and operations, or the redirection of traffic to an intersection location with additional capacity.
- 22.9. The County encourages and supports opportunities to connect to a regional public / private transportation system. Development of such a system shall consider design standards, costs associated with upgrading the road network, and long term operation and maintenance requirements.
- 22.10. Where required *local plans* shall:
  - a) Be designed to accommodate existing and / or potential changes in access to the provincial transportation network, as identified on Map 8; and
  - b) Identify the land required for future highway interchanges.

- 22.11. The County should collaborate with adjacent municipalities to ensure connections of streets, pedestrian, and bicycle networks align and transition smoothly across municipal boundaries.
- 22.12. The County encourages and supports the inclusion of a pedestrian and bicycle network as part of the provincial highway interchange design and construction processes.

**Local Transportation Network - General**

- 22.13. The design and construction of roadways within the local transportation network shall utilize sound access management principles and shall be in accordance with the County Servicing Standards.
- 22.14. The designation and design of local roads within the transportation network, including classification, street sizing, and intersection / access spacing, shall be determined at the time of *local plan* preparation. Local roads shall be designed in accordance with the urban or rural cross section requirements established by the County.

**Local Roads - Industrial and Commercial**

- 22.15. The type of road cross section (urban or rural) within industrial areas shall be determined at the time of *local plan* preparation.
- 22.16. Industrial areas should provide internal pathways and pathway connections to the regional trail network.
- 22.17. All roads within commercial areas should be designed to an urban road standard. Commercial development shall provide for safe and efficient pedestrian and bicycle circulation between buildings, sites, and, where applicable, adjacent areas.

**Local Roads - Residential**

- 22.18. The road network in residential areas shall be designed to support an interconnected road and pedestrian system.
- 22.19. All roads within the Hamlet Residential area shall be designed to an urban road standard and provide for pedestrian movement on at least side one side of the road.
- 22.20. The type of road cross section (urban or rural) for Country Residential development shall be determined at the time of *local plan* preparation.
- 22.21. *Local plans* for Country Residential development shall provide for pathway, trail, or sidewalk linkages within, and external to, the *local plan* area.

**Township Road 250**

Township Road 250 between the northwest of Section 32 and the northeast of Section 31 will be relocated north (Map 8). The relocation will provide for better intersection design, a perpendicular crossing of the CN rail line, and the movement of heavy truck traffic away from existing homes.

- 22.22. A portion of Township Road 250 will be relocated to the north as per Map 8.

### South of Highway 1

The Conrich Area Structure Plan is adjacent to the City of Calgary and the City of Chestermere in this area. This area requires coordinated transportation planning.

- 22.23. Further transportation planning analysis and design shall be required for the area identified as 'Intermunicipal Transportation Study Area' on Map 8 prior to the approval of a *local plan* for lands within the area.
- 22.24. Rocky View County shall work collaboratively with The City of Calgary, The City of Chestermere, and Alberta Transportation to:
- a) resolve transportation requirements within the 'Intermunicipal Transportation Study Area'; and
  - b) develop access that is safe, efficient, and consistent with the Conrich Land Use Strategy (Map 5).

### 84th Street













84<sup>th</sup> Street forms the west boundary of the Conrich Area Structure Plan. The roadway is under the jurisdiction of the City of Calgary and therefore collaboration will be required with respect to plans regarding this roadway.

- 22.25. Access management and road design requirements for 84<sup>th</sup> Street shall be in accordance with the City of Calgary requirements. Rocky View County shall collaborate with the City of Calgary with respect to plans regarding 84<sup>th</sup> Street and adjacent lands.
- 22.26. Rocky View County shall work collaboratively with the City of Calgary and Alberta Transportation on the transportation requirements and connections to Stoney Trail within, and external to, the Plan area and County.

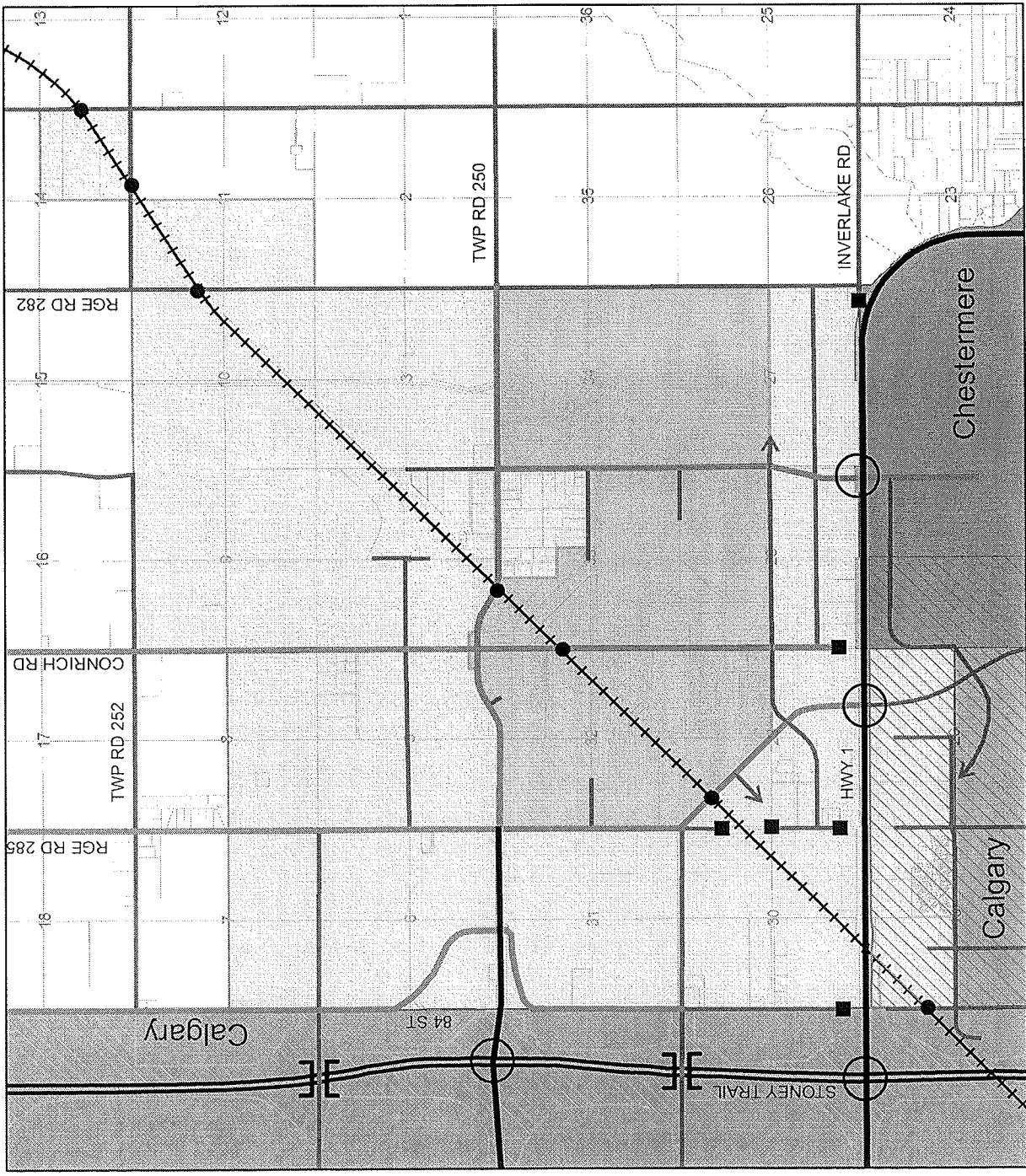
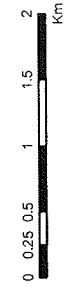
### Development Adjacent to the Railway Line

- 22.27. Land uses (such as schools and child care services) which may be adversely affected by the safety and nuisance impacts of passing trains should not locate immediately adjacent to the railway.
- 22.28. Appropriate safety measures and methods to provide noise and vibration attenuation for development adjacent to the railway should include such elements as; setbacks, berming, and landscaped screening.
- 22.29. Where a development site is located adjacent to the railway, the distance from the railway right-of-way to the closest part of any building should be in accordance with Canadian National Railway Company policies and safety standards.
- 22.30. Where roads or pedestrian networks cross the railway, the County shall collaborate with CN to ensure that crossings are constructed according to appropriate safety standards and any necessary upgrades are undertaken to ensure a safe crossing.

# Map 8: Transportation Network

-  ASP Area
-  Future Policy Area
-  Transportation and Utility Corridor
-  Intermunicipal Transportation Study Area
-  At Grade Railroad Crossing
-  Termination
-  Interchange
-  Fly Over
-  Expressway-6 Lanes
-  Major-4 Lanes
-  Collector-2 Lanes
-  CN Railway

Location of servicing infrastructures and improvements subject to changes and reviews based on final land use scenario for the 'Future Policy Area'



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

## 23. UTILITY SERVICES

### Utility Services

Well-designed and effective utility services are the foundation of a well-planned community and competitive business area. Traditionally, development in the Conrich area has relied on stand-alone utilities such as groundwater wells and septic fields. With the development of the Balzac East Regional Business Centre to the north of the Plan area and the CN rail facility, piped utilities have been brought into the Conrich area. New development is expected to connect to the County utility system. The County's utility system supplies development with potable water as well as transmission lines and associated facilities to dispose of sewage and wastewater. Private companies provide shallow utilities such as gas, electricity, and telecommunications to the area.

Map 9: Water, shows the alignments of existing and proposed water transmission lines, pump stations, and reservoirs in the Conrich area. Map 10: Wastewater, shows existing and proposed sewage transmission lines, lift stations, and sanitary catchment areas in the Conrich area.

### OBJECTIVES

- Ensure potable water and wastewater systems are provided to the Plan area in a safe, cost effective, and fiscally sustainable manner.
- Identify and protect utility service routes.
- Support water conservation.
- Ensure shallow private utility systems are provided to new development.
- Ensure fire suppression and water supply infrastructure is provided to deliver the appropriate level of fire protection within the Plan area.

### POLICIES

#### System Capacity

- 23.1. Land use applications relying on County utility services shall not be supported until the County has confirmed servicing capacity exists, or will be provided, to the satisfaction of the County.
- 23.2. The County shall determine servicing capacity requirements and allocation within, and external to, the Plan area.
- 23.3. Development requiring high water volumes may not be supported.

#### Utility Location

- 23.4. Utility service development should support an orderly, logical, and sequential pattern of development.
- 23.5. The provision, alignment, and capacity of the water distribution system shall be in general accordance with Map 9: Water.

- 23.6. The provision, alignment, and capacity of the sanitary sewer system shall be in general accordance with Map 10: Wastewater.
- 23.7. The location and size of utility rights-of-way and easements, and related line assignments, should be determined at the *local plan* stage to the mutual satisfaction of the County, the developer, and the utility companies.
- 23.8. Utility rights-of-way and easements shall be provided to accommodate County utilities and shallow utilities at the subdivision or development permit stage, as deemed necessary by the utility provider.

**Water**

- 23.9. All new development shall connect to the County's potable water system.
- 23.10. A Water Use Assessment conforming to the Conrich Potable Water Network Plan shall be required with *local plan* preparation, subdivision applications, and / or development permit applications to determine water demand and infrastructure required to meet that demand.
- 23.11. Notwithstanding Policy 23.9 and 23.10, the following uses may be allowed to attain their potable water from water wells in accordance with County and Provincial requirements;
  - a) country residential, 'work / live', and agriculture land uses; and
  - b) golf course playing areas.
- 23.12. Potable water provided by the County utility system shall not be used for the irrigation of non-residential development areas, with the exception of:
  - a) areas within the Hamlet of Conrich; and
  - b) new landscaped areas for a period of two years from occupancy.

The County encourages the use of stormwater to irrigate the above uses.
- 23.13. Development and buildings relying on potable water provided by the County utility system shall use low flow fixtures and appliances.
- 23.14. The County encourages the reduction and reuse of water in accordance with provincial laws and regulations.

**Wastewater**

- 23.15. All new development shall be required to connect to the County's wastewater system.
- 23.16. A Wastewater Servicing Study conforming to the Conrich Wastewater Servicing Plan shall be required with *local plan* preparation, subdivision applications, and / or development permit applications to determine wastewater demand and infrastructure required to meet that demand.
- 23.17. Notwithstanding Policy 23.15 and 23.16, Country Residential, 'work / live', and agriculture land uses may provide wastewater service by a private sewage treatment system in accordance with County Policy and Provincial regulation.



23.18. Sump pumps and stormwater drainage systems shall not be connected to the wastewater system.

**Shallow Utilities**

23.19. All new residential and non-residential development shall be serviced with shallow utilities at the expense of the developer.









23.20. Commercial Communications Facilities should locate on land identified for industrial, commercial, or Long Term Development use and be in accordance with County Policy.

**Emergency Service Infrastructure**

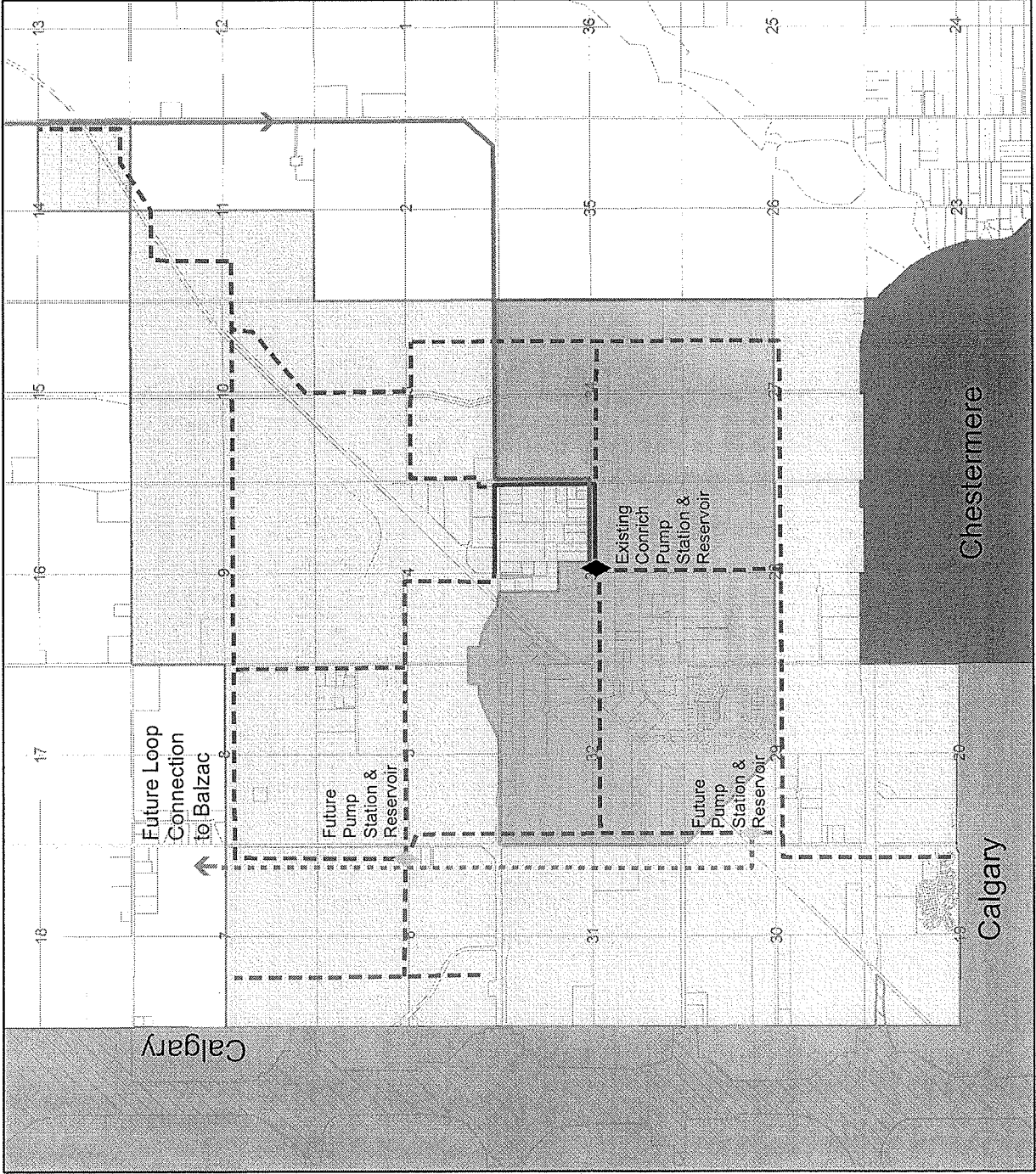
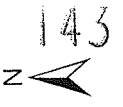
23.21. All industrial and commercial buildings are required to provide fire suppression systems and shall be in compliance with the County's Fire Suppression Bylaw.

23.22. All water systems serving developments within the Conrich area shall be designed to provide adequate water pressure to combat fires.

# Map 9: Water








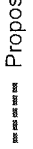



-  ASP Area
-  Future Policy Area
- Pump Station & Reservoir**
  -  Existing
  -  Future
- Transmission Main**
  -  Existing
  -  Future
- Feeder Main**
  -  Existing
  -  Future

Location of servicing infrastructures and improvements subject to changes and reviews based on final land use scenario for the "Future Policy Area"

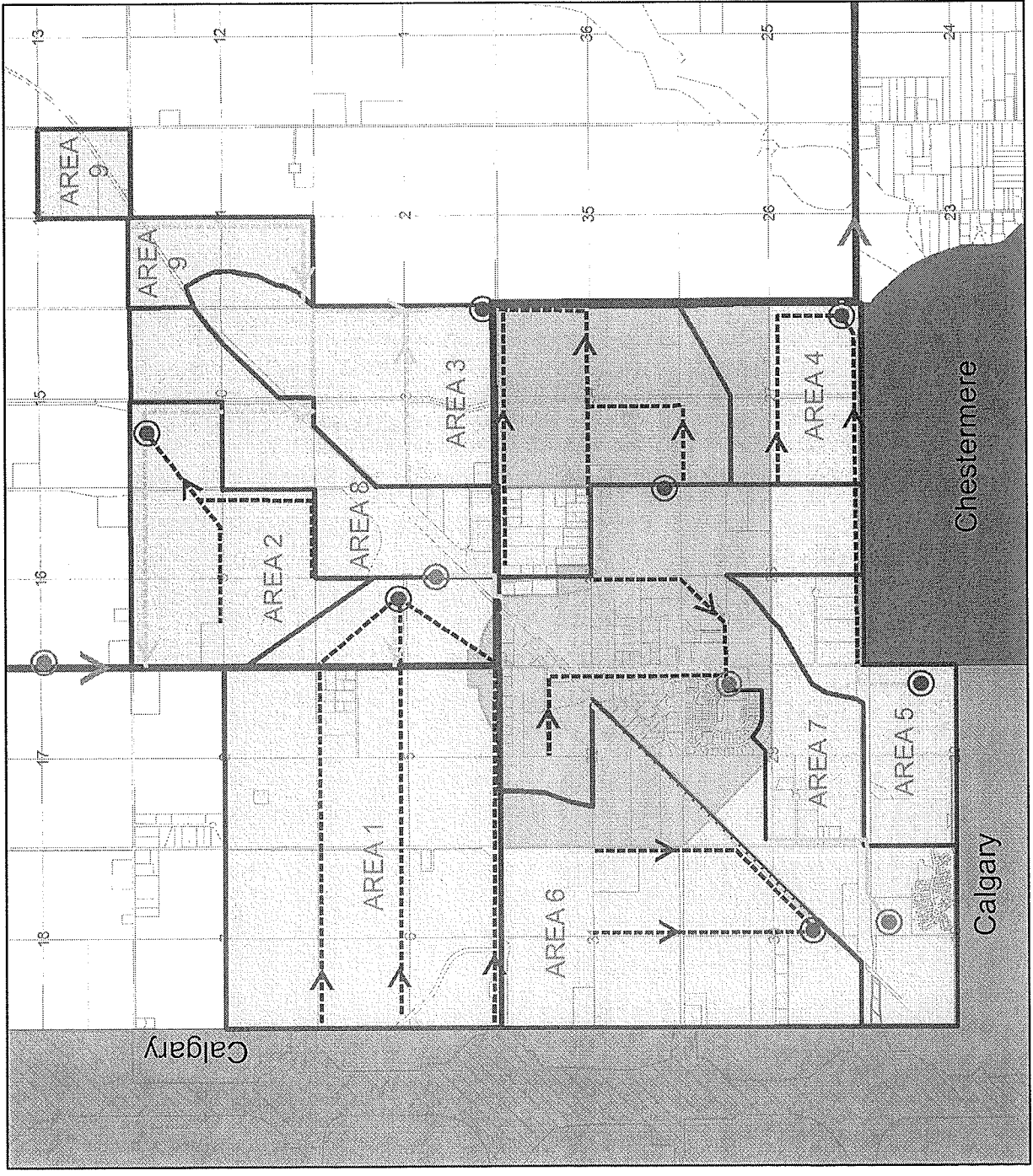


This map is conceptual in nature. No measurements or area calculations should be taken from this map.

# Map 10: Wastewater

-  ASP Area
-  Future Policy Area
-  Sanitary Catchment
-  Lift Station-Existing
-  Lift Station-Proposed
-  Transmission Main
- Gravity Main**
  -  Existing
  -  Proposed
- Forcemain**
  -  Existing
  -  Proposed
-  Transportation and Utility Corridor

Location of servicing infrastructures and improvements subject to changes and reviews based on final land use scenario for the 'Future Policy Area'



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

## 24. STORMWATER

The Conrich area is located within the Shepard Regional Drainage Basin which empties into the Bow River. Over time, the north to south movement of stormwater has been impeded by buildings, roadways, and irrigation canals. Significant further development requires the identification and construction of a regional conveyance and treatment system involving multi-jurisdictional partners.

Map 11: Stormwater shows the main wetland areas and the existing and proposed stormwater conveyance routes in the Conrich area.

Two alternative regional stormwater conveyance and treatment systems were investigated at the time this Area Structure Plan was being prepared. These are the:

- Cooperative Stormwater Management Initiative, which proposes to take water east and north to the Red Deer River drainage basin.
- Shepard Regional Drainage Plan, which proposes to take water south to the Bow River.

The Cooperative Stormwater Management Initiative (CSMI) proposes the use of the Western Irrigation District (WID) canal system and right-of-way as a medium term conveyance solution. The CSMI option is for an out-of-canal solution whereby all stormwater runoff is diverted away from the WID irrigation canal by utilizing WID rights-of-way to build a separate conveyance system that discharges to Weed Lake. This initiative may result in a stormwater management system that complements the Shepard Regional Drainage Plan system or, alternatively, replaces the Shepard Regional Drainage Plan. The CSMI option is the County's preferred solution.

The Shepard Regional Drainage Plan proposes to treat and move water southward through a series of natural and constructed conveyance systems. This solution is long term and costly, particularly for upstream development areas such as Conrich.

### OBJECTIVES

- Ensure effective, sustainable, and responsible stormwater services to the Plan area.
- Provide and protect stormwater storage areas and conveyance routes.
- Maximize the use of natural stormwater drainage conveyance systems.
- Investigate and provide for stormwater reuse and recycling opportunities.
- Support innovative conservation methods and Best Management Practices with respect to stormwater management.
- Preserve high value wetlands within the Plan area.

## POLICIES

### Regional Stormwater Management

- 24.1. The County shall work collaboratively with adjoining municipalities, the Western Irrigation District, Alberta Environment, and Ducks Unlimited to develop a comprehensive and regional approach to stormwater management.

### Design

- 24.2. Until such time as a regional conveyance system is finalized, the stormwater drainage system (conveyance and storage areas) shall be designed to comply with the Shepard Regional Drainage Plan, the Cooperative Stormwater Management Initiative Plan, and the Conrich Master Drainage Plan.
- 24.3. Stormwater management systems should be designed at a scale that services the *local plan* area. The County discourages stormwater ponds designed for individual lots.

### Cooperative Stormwater Management Initiative (CSMI)

- 24.4. Stormwater shall be discharged to the east into the CSMI system, which will take water to Weed Lake once it becomes operational in accordance with the CSMI Plan, or other plans that amend, replace, or add to that plan.
- 24.5. The County shall:
- a) protect and require the acquisition of conveyance routes that are necessary to discharge into the CSMI system, as generally shown on Map 11: Stormwater; and
  - b) investigate and, if necessary, implement stormwater treatment standards necessary for discharge into the CSMI system.
- 24.6. The volume and rate of stormwater discharge to the CSMI system shall be in accordance with the CSMI Plan and the Conrich Master Drainage Plan, or other plans that amend, replace, or add to those plans.

### Shepard Regional Drainage Plan

- 24.7. Stormwater may be discharged to the south into the Shepard Ditch once it becomes operational in accordance with the Shepard Regional Drainage Plan, or other plans that amend, replace, or add to that plan.
- 24.8. The County shall protect and acquire conveyance routes that are necessary to discharge into the Shepard Regional Drainage system, in general accordance with Map 11.
- 24.9. The volume and rate of stormwater discharge shall be in accordance with the Shepard Regional Drainage Plan, Conrich Master Drainage Plan, or as otherwise agreed to by the municipal partners.
- 24.10. Rocky View County shall work with the City of Chestermere to determine the amount of stormwater diverted southward to the City of Chestermere.

### Interim Drainage Solutions

On-site zero discharge is a potential interim method of stormwater management; it is the least preferred method. On-site treatment and retention of stormwater requires extensive dedication of land for stormwater ponds, active management of stormwater systems, and designated emergency downstream discharge routes.

24.11. Until such time as a permanent stormwater management system is constructed, interim solutions may be allowed as per the Phasing Plan (Map 13). Options include:

- a) An interim stormwater facility designed to contain the accumulation of stormwater onsite on a continuing basis during the Western Irrigation District's irrigation season. Discharge to the canal system may be allowed at the end of the irrigation season, in accordance with Western Irrigation District's requirements and the CSMI Plan.
- b) An irrigation or evaporation system that operates under zero discharge conditions may be allowed if the Western Irrigation District system is not available for use.

Rocky View County **Servicing Standards** require zero discharge systems to provide a ratio of 1 m<sup>2</sup> of land dedicated to evaporation surface area for every 1 m<sup>2</sup> of impervious land area.

24.12. Where an interim stormwater solution is permitted, those portions of stormwater ponds identified for interim storage may remain as privately owned land if the land is designated to a district that is limited to utility and other complimentary uses.

24.13. Where a private interim storage pond is approved:

- a) Access to the stormwater pond shall be provided to the County;
- b) A management and operation plan for the interim stormwater pond and local stormwater system shall be provided;
- c) Management and operation of the interim stormwater pond and local stormwater system is the responsibility of the private landowner; and
- d) A transition plan that addresses the transfer of the stormwater infrastructure to the County, when an interim solution is no longer required is provided.

24.14. All costs, including public utility costs, associated with the repurposing of a privately owned interim storage pond that is no longer needed, shall be the developer's responsibility.

### Local Stormwater Management

24.15. The location of the natural stormwater drainage conveyance system shall be protected and acquired as part of the development process, in general accordance with Map 11 and the Master Drainage Plan.

24.16. Stormwater conveyance systems should develop in an orderly, logical, and sequential pattern of development.

- 24.17. Stormwater shall be conveyed downstream in a manner that protects downstream properties.
- 24.18. Where required, proponents of new development shall identify and secure, in consultation with the County, the downstream stormwater conveyance system.
- 24.19. Stormwater conveyance systems must provide a right-of-way of sufficient width to accommodate upstream stormwater flow.

### Stormwater Ponds, Constructed Wetlands, and Wetlands

A **stormwater pond** is an artificial pond that is designed to collect and treat stormwater to an acceptable County and Provincial standard. The stormwater pond disposes of stormwater through controlled release, absorption into the ground, and / or evaporation.

A **constructed wetland** is an artificial wetland created as a new or restored habitat for native vegetation and wildlife; it provides the same function as a stormwater pond.

A **wetland** is land saturated with water long enough to promote wetland aquatic processes as indicated by poorly drained soils, hydrophytic vegetation, and various kinds of biological activities that are adapted to a wet environment.

- 24.20. Stormwater ponds or constructed wetlands should be located:
- in general accordance with the locations identified in the Conrich Master Drainage Plan;
  - on an accessible public utility lot; and
  - outside of the riparian setback area.

A **Master Drainage Plan** is a plan that determines the rate and volume of stormwater flow and addresses the methods and infrastructure requirements for stormwater treatment and conveyance.

- 24.21. Natural wetlands and / or natural drainage courses that are retained should receive treated stormwater through direct or indirect flow in order to maintain the value of the wetland and the drainage course.

### Reduce, Recycle, and Reuse

- 24.22. The County should explore and support the collection of stormwater at the sub-regional catchment level in order to filter and reclaim stormwater, bringing it to a purple pipe or potable water standard.

**Purple pipe** refers to the colour of pipe used to transport water that has been recycled from a stormwater retention area or municipal waste system. Reclaimed water is filtered and processed to a required Provincial standard.

- 24.23. As part of preparation of a *local plan* and supporting Sub-Catchment Master Drainage Plan, Best Management Practices, and alternative solutions for the improvement of

stormwater quality and reduction of stormwater quantity are required. Solutions may include:

- a) design of stormwater facilities to incorporate source controls in order to reduce the amount of water moving down stream and the need for end-of-pipe stormwater treatment solutions;
- b) use of Low Impact Development methods, such as constructed wetlands and bio-swales;
- c) reduction of impermeable surface runoff;
- d) reuse of stormwater for irrigation; and
- e) consideration of stormwater ponds at the sub-regional level to support the reuse of stormwater.

### Standards and Design

24.24. Stormwater infrastructure shall be constructed, operated, and maintained in accordance with the County Servicing Standards, County Policy, and Provincial regulations. The stormwater management system should be designed to:

- a) operate on a gravity basis;
- b) wherever possible, use the stormwater drainage conveyance system, as generally shown on Map 11;
- c) accommodate stormwater flows from adjacent transportation networks;
- d) preserve the value of existing wetlands; and
- e) conform to an urban standard where a curb and gutter transportation system is provided.








24.25. Stormwater conveyance alignments and ponds are shown conceptually on Map 11. Alternate and more cost effective alignments may be considered at the *local plan* stage if it can be shown that the impact on wetlands within the identified conveyance system is reduced through the use of an alternative alignment.

24.26. As part of a *local plan* preparation process, the applicant shall submit a Sub-Catchment Master Drainage Plan that is consistent with the approved Master Drainage Plan and the policies of this Plan.

24.27. A Sub-Catchment Master Drainage Plan for a *local plan* area shall comply with any new stormwater plans, management policies, and interim servicing policies that may be introduced after the adoption of this Plan.

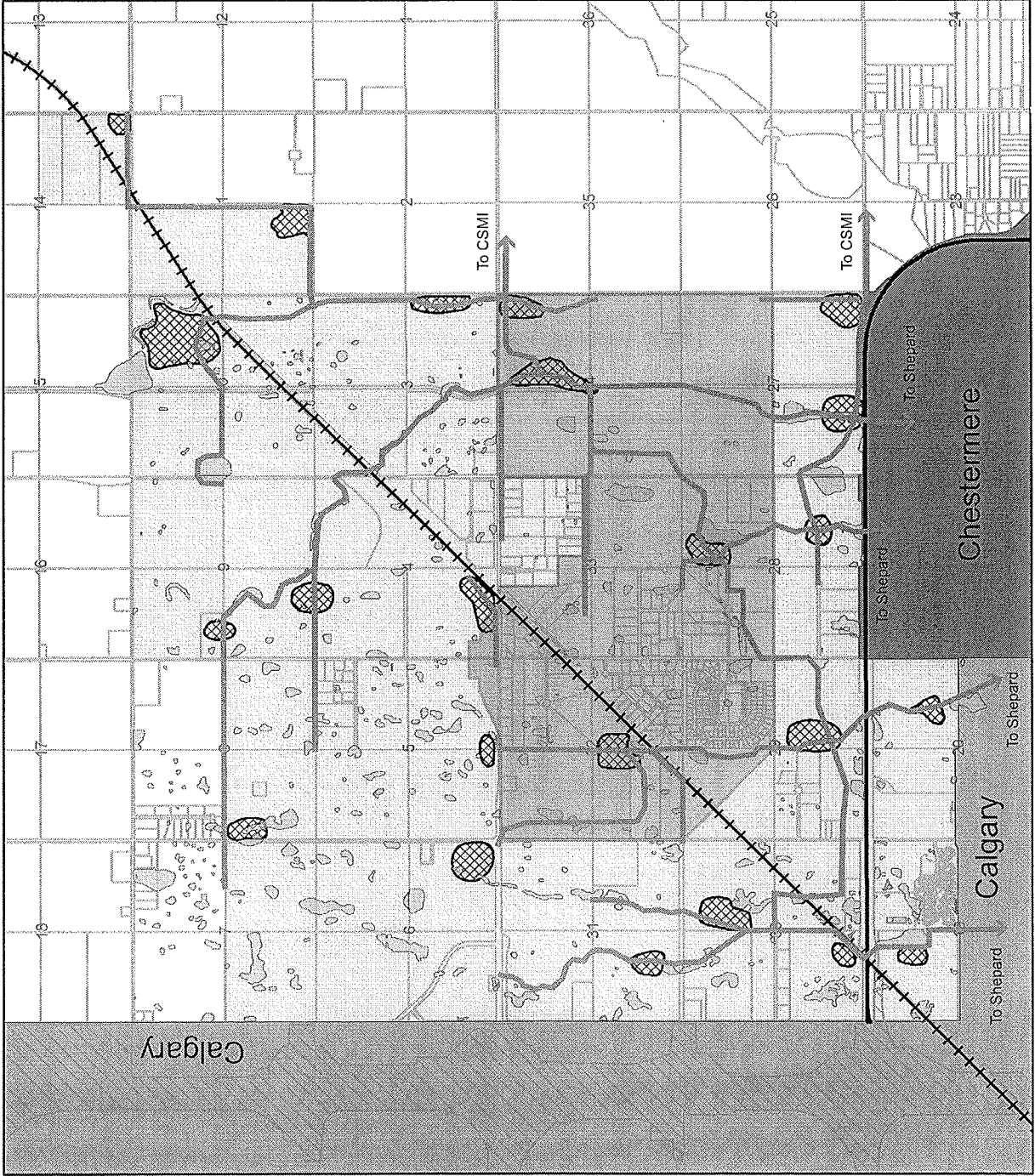


# Map 11: Stormwater

-  ASP Area
-  Future Policy Area
-  Wetlands
-  Regional Conveyance System
-  Regional Storm Detention Storage
-  Transportation and Utility Corridor
-  CN Railway

CSMI- Cooperative Stormwater Management Initiative  
 Shepard-Shepard Regional Drainage System

Location of servicing infrastructures and improvements subject to changes and reviews based on final land use scenario for the 'Future Policy Area'



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

## 25. SOLID WASTE

Solid waste policies address the management of solid waste through all stages of development; from construction and demolition to full build-out. The policies emphasize the reduction and diversion of waste through the recycling and reuse of materials. Each development stage has different solid waste requirements and the policies below provide guidance to developers and residents on effectively managing solid waste.

### OBJECTIVES

- Ensure *local plans* address solid waste management during all stages of development and are in alignment with the County's Solid Waste Master Plan.
- Promote proper disposal and recycling of solid waste material from construction sites.
- Encourage solid waste management plans to have a diversion target of 50 per cent.
- Provide direction on the expected level of post-construction waste management service to be provided by Rocky View County.

### POLICIES

#### General

- 25.1. The developer shall be responsible for the management and disposal of solid waste generated through all stages of construction.
- 25.2. Waste minimization and waste diversion practices are encouraged in the Plan area. A diversion target of 50 per cent is recommended.
- 25.3. A *local plan* should:
  - a) address solid waste management through all stages of development, including occupancy;
  - b) identify the appropriate waste collection stations that serve the *local plan* area;
  - c) conform to the policies of the County's Solid Waste Master Plan; and
  - d) set a solid waste diversion target to inform the subdivision construction management plan.

The Province of Alberta has developed a provincial waste strategy document titled "Too Good to Waste: Making Conservation a Priority" in order to promote the diversion of waste from landfills through the reuse and recycling of materials.

#### Industrial and Commercial

- 25.4. Industrial and commercial business owners shall be responsible for providing their own solid waste services.

**Country Residential and Agriculture Areas**

- 25.5. Solid waste management shall be the responsibility of property owners in Country Residential and agriculture areas.
- 25.6. Waste collection stations should be used for the disposal of solid waste and recyclable materials.

**Hamlet of Conrich and Other Hamlet Residential Areas**

County solid waste services will be considered for the Hamlet of Conrich when the population approaches the threshold of 5,000 residents.

- 25.7. Solid waste management will be the responsibility of property owners within the Hamlet of Conrich until such time as a County service is provided.
- 25.8. The Prince of Peace Community and other Hamlet Residential areas shall be responsible for their solid waste management.
- 25.9. Lot Owners' Associations shall coordinate solid waste services in developing areas in the Hamlet Residential and Compact Country Residential areas until such time as a County service is provided.

**26. OIL AND GAS**

Oil and gas facilities, infrastructure, and operations are industrial land uses that have the potential to affect public safety, quality of life, and the natural environment. The co-existence of these oil and gas activities with other forms of development in the Conrich area is an important consideration in the area's development.

Map 4: Existing Conditions identifies the locations of gas lines and operating and abandoned oil and gas wells within the Plan area.

**OBJECTIVES**

- Ensure appropriate and safe land development in relationship to petroleum facilities and wells.
- Allow for the continued safe operation of petroleum facilities and wells.

**Petroleum facilities** are plants, pipelines, and batteries used to process and transport oil and gas. Petroleum wells are producing, suspended, or abandoned oil and gas wells.

**POLICIES**

**General**

- 26.1. Applicants proposing to develop land in the vicinity of petroleum facilities and wells shall adhere to the setback requirements and policies of this Plan, and the Directives and Bulletins of the Alberta Energy Regulator (Appendix C).

**Directives** are documents that set out Alberta Energy Regulator (AER) requirements or processes for implementation. Licensees, permittees, and other approval holders under the jurisdiction of the AER are required to obey all directives.

**Bulletins** inform the energy industry and the public of an Alberta Energy Regulator activity, such as a consultation, new regulatory requirement, new program, or electronic submission of data.

- 26.2. At the time of subdivision or development, a restrictive covenant shall be registered that prevents the construction of any building within the setback area associated with an active, suspended, or abandoned well.
- 26.3. As part of a *local plan* preparation process, applicants shall obtain a Land Development Information package from the Alberta Energy Regulator and identify the locations of all petroleum wells and pipelines (abandoned and operating) in the *local plan* area. In addition, the applicant must determine if an Emergency Planning Zone has been established around a sour gas facility or well.
- 26.4. Prior to the preparation of a *local plan* to develop lands within 1.5 km of a petroleum facility that is situated within an Emergency Planning Zone, the developer shall consult with the County and the operator of the facility to determine how an Emergency Response Plan will be prepared, updated, or replaced.
- 26.5. The location, development setbacks, emergency planning zones, and emergency response planning regarding all petroleum facilities shall be identified in the *local plan* and included in any marketing information and other public communication materials for petroleum facilities.

### Abandoned Oil & Gas Wells

Within the Plan area there are two (2) known abandoned well sites. The following policies apply for land located in proximity to an abandoned well site.

- 26.6. All buildings located in proximity to an abandoned well site shall comply with the Alberta Energy Regulator setback requirements or provide a minimum building setback of 40 metres for residential development and 20 metres for all other development, whichever is greater.
- 26.7. Vehicular access to an abandoned well site shall:
- a) be determined through discussion with the abandoned well licensee;
  - b) be identified in the *local plan*; and
  - c) be protected by easements in favour of the County at the time of subdivision or development approval.
- 26.8. In conjunction with the preparation of a *local plan*, or a subdivision, or development permit application for any parcel containing an abandoned well, the applicant shall provide:

- a) surveyed locations of abandoned wells and pipelines and confirmation of the setback requirements;
  - b) a Phase I Environmental Site Assessment specific to the abandoned well or pipeline; and
  - c) a Phase II Environmental Site Assessment specific to the abandoned well or pipeline, as deemed necessary by the County.
- 26.9. Public roads should not be located over an abandoned well.
- 26.10. During land development, all abandoned well sites shall be marked with temporary signage identifying the location of the abandoned well and providing contact information for the Alberta Energy Regulator. Such signage, as well as adequate fencing and any other necessary protective measures, shall be in place during the development process to prevent damage to the abandoned well bore.

### **Pipelines**

- 26.11. All setbacks from a pipeline shall be in accordance with Provincial regulations.
- 26.12. All land uses on pipeline rights-of-way shall have regard for the safe, ongoing operation of the pipeline.
- 26.13. Crossing and access agreements shall be in place prior to conditional subdivision plan approval for lands encumbered by a pipeline right-of-way.
- 26.14. Pathways and other recreational uses may be allowed on pipeline rights-of-way with the consent of the easement holder and at the discretion of the Approving Authority.

### **Discontinued / Abandoned Pipeline Policies**

- 26.15. A discontinued pipeline is a temporarily deactivated pipeline that may go back into service in the future, and therefore, the setback requirements shall remain as if the pipeline was operating and in compliance with provincial regulations.
- 26.16. An abandoned pipeline is one which will not be reactivated for service; therefore, the minimum setback for an abandoned pipeline is the edge of the pipeline right-of-way unless the pipeline has been removed.

## **PART III: IMPLEMENTATION**

### **27. IMPLEMENTATION**

The Conrich Area Structure Plan outlines the vision for the future physical development of the Conrich area and provides guidance with regard to infrastructure, land use, subdivision, and development. The purpose of this Section is to describe the Plan implementation process, to provide detail on the phases of development, and to specify requirements to ensure the Area Structure Plan policies and strategies are adhered to.

## OBJECTIVES

- Implement the Land Use Strategy and policies of the Conrich Area Structure Plan.
- Ensure the cost of infrastructure development is identified and provided.
- Provide for the logical phasing of development.
- Implement key actions to facilitate development, provide guidance to *local plans*, and ensure a coordinated planning and implementation approach.
- Ensure *local plans* adhere to the vision and policies of the Plan.
- Provide for the review and amendment of the Plan as required.

## POLICIES

### Local Plans, Redesignation, Subdivision, and Development Applications

*Local plans* are to be developed within the framework provided by this Area Structure Plan. Policy sections identify the unique requirements that must be addressed in the *local plan* due to the location and specific conditions of the proposed development area. The standard technical requirements of a *conceptual scheme* or *master site development plan* are identified in the County Plan (Section 29 and Appendix C).

- 27.1. Applications for redesignation, subdivision, and / or development require the concurrent or prior adoption of a *local plan*, unless otherwise directed by the policies of this Plan or determined by the County not to be required.
- 27.2. Notwithstanding Policy 27.1, applications for a Development Permit in an area where a land use has been approved prior to the adoption of this Plan do not require a *local plan*.
- 27.3. *Local plans* shall address and adhere to the requirements of the Conrich Area Structure Plan. In support of *local plans* and redesignation applications, the developer will be required to submit a rationale showing how their proposal is consistent with the vision and policies of the Conrich Area Structure Plan.
- 27.4. Subdivision and development applications shall address and adhere to the requirements of the *local plan* and the policies of the Conrich Area Structure Plan.
- 27.5. Where a *local plan* does not exist or is silent on a subject, the policies of the Conrich Area Structure Plan shall apply.

### Local Plan Boundaries

The boundaries of *local plans* should be based on the natural and physical conditions in the Conrich area, as well as other factors such as the availability of servicing, parcel layout, and proposed transportation improvements. Map 12: *Local Plans* identifies the locations of existing *local plans*, areas with predetermined *local plan* boundaries, and areas where *local plans* are not required.

- 27.6. Map 12: *Local Plans* identifies two *local plan* boundaries that are required based on (i) the existence of major transportation network components, including Highway 1 and the

CN rail line (Highway 1), and (ii) unique planning conditions associated with the proximity to the CN Rail yards (Township Road 250). All other *local plan* boundaries shall be determined in consultation with the County at the time of application. The preferred minimum planning area is one quarter section (160 acres) in size.

- 27.7. Existing *local plans* identified in Map 12 shall be revised so that undeveloped areas are consistent with the policies of this Plan, prior to further land use or subdivision approvals.
- 27.8. Where the policies of an existing *local plan* conflict with the Conrich Area Structure Plan, the policies of the Conrich Area Structure Plan shall prevail.

### Infrastructure Costs and Levies









The Conrich Plan recognizes development implementation will require infrastructure improvements within and external to the Plan area. The costs incurred by development of lands will be covered through a variety of revenue sources including developer improvements, development levies, County improvements, provincial contributions, and user fees.

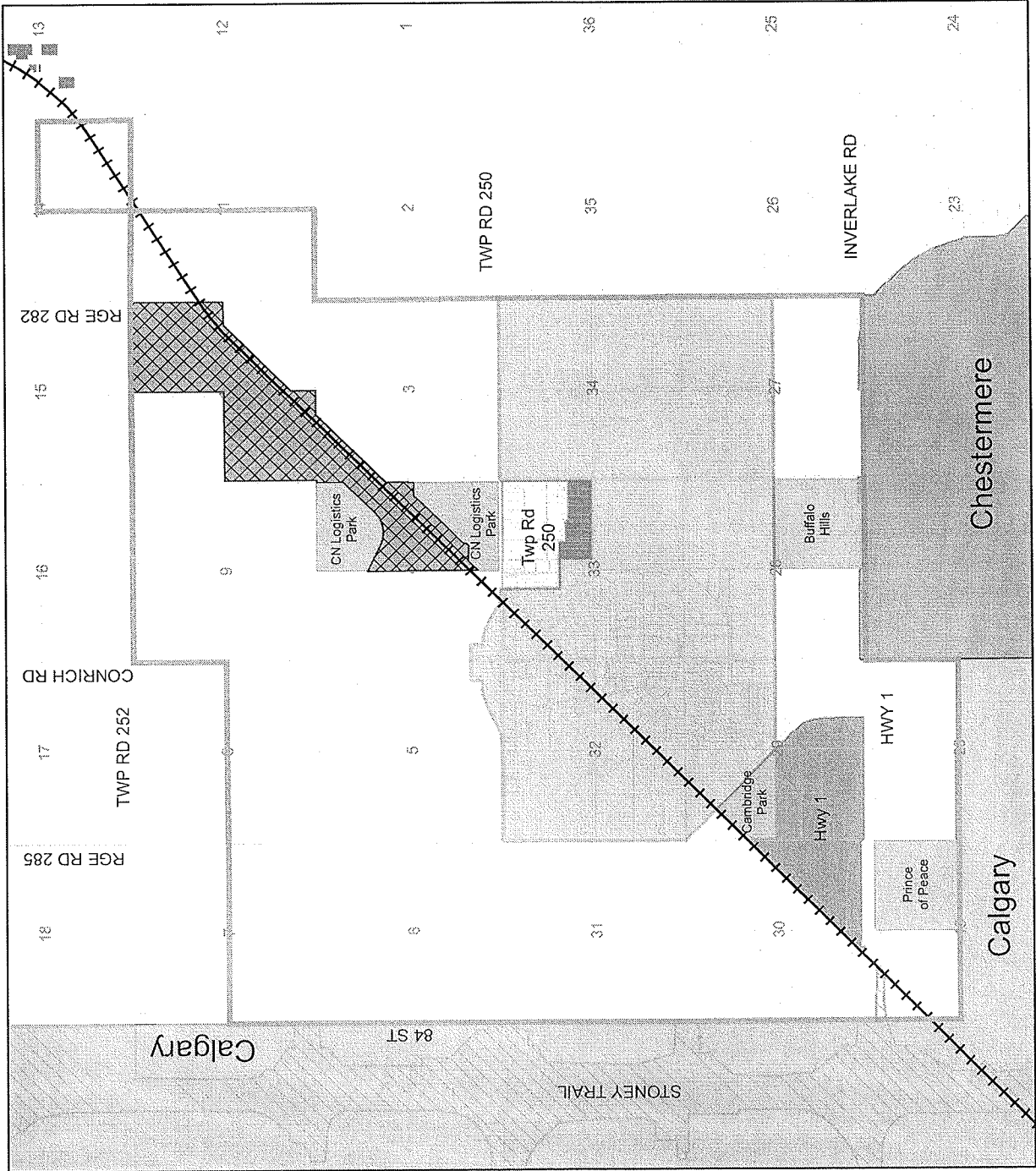
The need, cost, and timing of infrastructure vary with the type of infrastructure improvement. Offsite Levies for transportation, water, wastewater, and stormwater servicing have or will be developed for the Conrich Area Structure Plan. All levies are subject to periodic review and include development costs associated with internal and external improvements to service the Plan area. Non-levy costs and improvements will be determined through periodic review of the master servicing documents and at the *local plan* preparation stage.

It is important to note that infrastructure costs do not represent the full costs to service the Plan Area. Complete community costs also include costs associated with program and service delivery to residents and business owners (e.g. community recreation, fire and property protection, parks maintenance, waste and recycling operations, etc.), which serve community needs and are an essential part of a community.

- 27.9. As part of the *local plan* approval process the identification, timing, and funding of any required off-site improvements is required. Off-site improvements that are:
- 27.10. internal to the Plan area will be determined to the satisfaction of the County; or
- 27.11. external to the Plan area, including provincial or adjacent municipal infrastructure will be determined to the satisfaction of the County, in consultation with the relevant municipality and / or provincial department.

# Map 12: Local Plans

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



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



- 27.12. Developers relying on regional County utility services (water, wastewater, and / or stormwater) shall be required to front-end the costs of utility service upgrades where deemed necessary by the County.
- 27.13. Costs associated with transportation and / or utility service improvements are the developer's responsibility.
- 27.14. Developers relying on transportation and / or utility infrastructure improvements (water, wastewater, and / or stormwater) provided by other developments shall be required to pay cost recovery as per the requirements of the applicable cost contribution agreement.
- 27.15. Development proponents shall be required to pay the Rocky View County:
- a) Water and Wastewater Off-Site Levy;
  - b) Stormwater Off-Site Levy; and
  - c) Transportation Off-Site Levy.

### **Phasing**

The purpose of the phasing strategy is to provide for the logical and cost effective progression of development. Map 13: Phasing identifies four development phases for the growth of the Conrich area (Phase 1, Phase 2, Future Policy Area, and Long Term Development areas).

- 27.16. Phasing of development in the Conrich Area Structure Plan area should be done in a logical and cost effective manner and shall be guided by the phasing strategy of this Plan, as shown on Map 13.

#### *Phase 1*

Phase 1 lands are lands that may proceed with development. The identification of Phase 1 lands is based on:

- existing planning approvals;
- proximity to existing or near term transportation and / or utility infrastructure; and
- industrial land demand.

- 27.17. Phase 1 lands may proceed with development subject to the policies of this Plan.

#### *Phase 2*

Phase 2 lands are portions of the Plan area where industrial, Highway Business, or residential land may be required for development during the life of this Plan.

- 27.18. Phase 2 lands may proceed with development subject to the policies of this Plan and when:
- a) market demand has been demonstrated; and
  - b) a regional stormwater conveyance system has been chosen, and appropriate governance system has been adopted, and mechanisms to implement the construction of the system have been identified.

#### Future Policy Area

27.19. Phasing of the Future Policy Area shall be determined as part of the Future Policy Area review.

#### *Long Term Development*

Long Term Development areas are portions of the Plan area where industrial, commercial, or residential land uses are not required for the life of this Plan. Nevertheless, the protection of these areas from interim uses or fragmentation is deemed important in order to facilitate a future efficient development pattern.








27.20. Redesignation and / or subdivision in the Long Term Development area to any new use, other than a Farmstead, first parcel out, or an agricultural use shall require an amendment to this Plan.

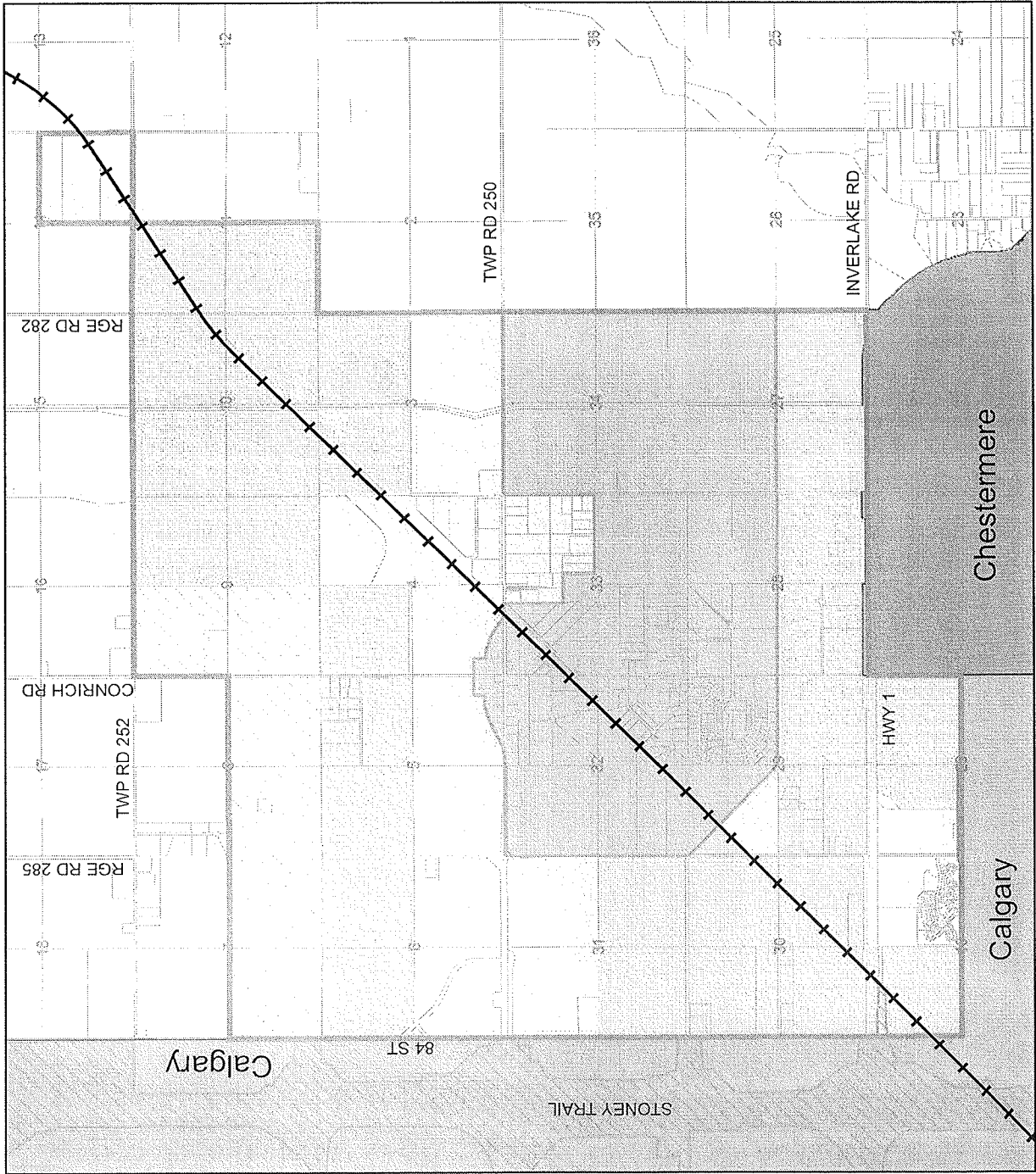
27.21. New uses within the Long Term Development areas shall be compatible with existing adjoining uses.

27.22. Prior to amending this Plan to allow for development within the Long Term Development area:

- a) a public engagement process shall be undertaken and an overall Land Use Strategy and supporting policies for the amendment area shall be developed; and
- b) a regional stormwater conveyance system has been adopted by Rocky View County.

# Map 13: Phasing

-  ASP Boundary
-  Future Policy Area
-  Phase 1
-  Phase 2
-  Long Term Development
-  Transportation and Utility Corridor
-  Railway Lines



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

### Technical Requirements and Submissions

The various policy sections in the Conrich Area Structure Plan identify specific requirements of a *local plan* (*conceptual scheme* or *master site development plan*) for the Conrich area. All other standard technical requirements of a *local plan* are identified in the County Plan.

- 27.23. *Local plans* shall address the requirements as set out in the policies of this Plan and Section 29 and Appendix C of the County Plan.
- 27.24. All planning or development applications, and any associated infrastructure construction, should meet the technical requirements of the County Plan, County Land Use Bylaw, Conrich Area Structure Plan and associated technical studies, relevant *local plan*, County Servicing Standards, County Policy, and provincial and federal requirements.

### Monitoring

The progress in implementing the Conrich Area Structure Plan will be monitored. Where necessary, County Administration will make recommendations as to how to manage growth in Conrich or how the Plan may be updated to meet changing circumstances.

- 27.25. County Administration will report to Council on implementation of the Conrich Area Structure Plan as part of Administration's yearly reporting on the overall implementation of the County Plan.

### Plan Review and Amendment

The future land use and development outlined in the Conrich Area Structure Plan is intended to address a 30 year plus build-out of the area. While the Area Structure Plan is sufficiently flexible to account for change, periodic review, and occasional amendment of the Area Structure Plan may be required.

Under normal circumstances, the County will undertake a Plan assessment every 10 years to determine if a full review is required, as per the County Plan. However, if the rate and extent of development were to change dramatically, the County may initiate a review earlier than 10 years.

- 27.26. The County may consider periodic review and occasional amendment of the Conrich Area Structure Plan in accordance with the County Plan, County Policy, and the Municipal Government Act.
- 27.27. The Conrich Area Structure Plan shall be subject to an assessment and possible review every 10 years.

### Actions

Actions are activities that need to be carried out by the County to achieve the goals, objectives, and policies of the Plan. The following are the recommended County actions to assist in the implementation of the Conrich Area Structure Plan.

1. Develop a Terms of Reference to direct the review of the Future Policy Area (Map 5).

2. Develop a *local plan* for the Township Road 250 Industrial Transition area, as per Policy 9.9 and Map 12, to address a unique Non-residential / Residential Interface issue.
3. Prior to the Hamlet of Conrich's population exceeding 5,000 residents, the County will:
  - a) review the community's policing requirements and identify additional needed resources, if any (Policy 21.5); and
  - b) consider providing the Conrich area with County managed solid waste services (Policy 25.7).
4. Consider the adoption of a new Hamlet of Conrich boundary.
5. Consider a funding and design strategy for entryway signage for Rocky View Hamlets.
6. Consider the adoption of a 'Work / Live' land use district.
7. Consider the adoption of a Utility District for the designation of private stormwater ponds.
8. Monitor and report on the Plan implementation as part of the yearly County Plan reporting (Policy 27.23).

## **28. INTERMUNICIPAL COORDINATION AND COOPERATION**

The Plan area is bordered by the City of Calgary, to the west and south, and the City of Chestermere, to the south and east. The Plan acknowledges the land use intent of these adjacent municipalities and provides for appropriate, compatible land use transitions at the interface areas. In addition, the Plan contains specific stormwater (Section 24), transportation (Section 22), *open space* (Section 18), business interface (Section 14), and intermunicipal (Section 28) policies that promote a coordinated and cooperative approach to planning.

Specific planning objectives were identified in the 2007 annexation agreement between Rocky View County and The City of Calgary in terms of the need for coordinated planning. Follow up consultation led to the identification of Key Focus (geographic) areas and planning principles for future planning endeavours. The coordinated approach to planning was later refined and formalized through the 2011 Rocky View / Calgary Intermunicipal Development Plan (IDP). The County is currently engaged with the City of Chestermere to develop a separate IDP that will provide direction on areas of interest, cooperation, and consultation.

### **OBJECTIVES**

- Ensure ongoing, meaningful consultation occurs between Rocky View County, the City of Calgary, and the City of Chestermere on matters related to the implementation of the Conrich Area Structure Plan.
- Ensure a coordinated and cooperative approach to planning with adjacent municipalities.

### **POLICIES**

- 28.1. The County shall consult with the City of Calgary and City of Chestermere on planning processes affecting land that borders the adjacent municipality and / or on other matters identified through an Intermunicipal Development Plan as areas requiring planning coordination.

- 28.2. The County shall work with the City of Calgary and City of Chestermere to deliver a coordinated planning process and ensure continued meaningful communication between the three municipalities as subsequent *local plans* are prepared.
- 28.3. Intermunicipal circulation of planning proposals shall comply with the MGA, the Rocky View / Calgary Intermunicipal Development Plan and any other agreement(s) or new intermunicipal development plan(s) jointly approved by adjacent Municipal Councils.

**ROCKY VIEW COUNTY - CITY OF CHESTERMERE**

- 28.4. Development adjacent to the City of Chestermere shall be coordinated between Rocky View County and the City of Chestermere, or as otherwise required by any future intermunicipal development plan.

**ROCKY VIEW COUNTY - CITY OF CALGARY**

- 28.5. The County shall implement the policies of this Plan that apply to the interface areas adjacent to the Residual Long-Term Growth Areas as identified in the Rocky View / Calgary Intermunicipal Development Plan.
- 28.6. Development within the Key Focus Areas identified in the Rocky View / Calgary Intermunicipal Development Plan shall be subject to the policies of the Intermunicipal Development Plan as well as the policies of this Plan.

**LOCAL PLANS, REDESIGNATION, AND SUBDIVISION**

- 28.7. Rocky View County shall ensure that *local plans* and applications for redesignation and subdivision of lands in areas adjacent to the City of Calgary and City of Chestermere address:
  - a) regional drainage to ensure the protection of required drainage corridors;
  - b) alignment and connectivity of pathways, roadways, and utilities with the adjacent municipality;
  - c) land use compatibility with adjacent municipal land uses; and
  - d) other appropriate policies of this Plan.

## APPENDICES

### APPENDIX A: DEFINITIONS

#### DEFINITIONS

**Conceptual Scheme** is a non-statutory plan, subordinate to an area structure plan. It may be adopted either by bylaw or by a resolution of Council. A *conceptual scheme* is prepared for a smaller area within an area structure plan boundary and must conform to the policies of the area structure plan. *Conceptual schemes* provide detailed land use direction, subdivision design, and development guidance to Council, Administration, and the public.

If a *conceptual scheme* area is of sufficient size that further detail is required for specific areas and phases, the *conceptual scheme* may identify smaller sub-areas and provide detailed guidance at that level. These smaller sub-areas are referred to as 'development cells'.

**Local plan** is a term that refers to a *conceptual scheme* or *master site development plan*. A *local plan* will have unique planning requirements based on the planning direction provided in the area structure plan. *Local plans* must also address the general requirements for preparing a *conceptual scheme* or *master site development plan* identified in the County Plan (Section 29 and Appendix C).

**Master Site Development Plan** is a non-statutory plan that is adopted by Council resolution. A *master site development plan* accompanies a land use redesignation application and provides design guidance for the development of a large area of land with little or no anticipated subdivision. A *master site development plan* addresses building placement, landscaping, lighting, parking, and architectural treatment. The plan emphasis is on site design with the intent to provide Council and the public with a clear idea of the final appearance of the development.

**Open land** means publicly or privately owned land within a comprehensively designed Compact Country Residential neighbourhood or larger community, where the land is used for the primary purpose of conservation, recreation, or agriculture.

**Open space** means all land and water areas, either publicly owned or offering public access that are not covered by structures. *Open space* may include current and future parks, environmentally significant areas and other natural areas, pathways and trails, greenways, parks, land for schools and recreation facilities, utility corridors, golf courses, and cemeteries.

**Developable land** means privately owned land that has no natural or human caused constraints to residential development. Constraints to development include land determined to be unstable, hazardous, environmental reserve, contaminated, or regulatory setbacks as identified by the Provincial or Federal governments.

## APPENDIX B: COMMERCIAL AND INDUSTRIAL DEVELOPMENT LANDSCAPING AND DESIGN GUIDELINES

The following Design Guidelines are intended to promote and ensure a coordinated and pleasant visual presence of commercial or industrial development in the Conrich Plan area.

1. *Local plans* shall consider the County's Land Use Bylaw landscaping and screening requirements and the County's Commercial, Office, and Industrial Design Guidelines and document how the *local plan* meets those requirements and guidelines.
2. Where buildings are located adjacent to a residential area, the building design emphasis should be on those building elevations that are facing the residential area.
3. Within any single parcel, the colours, materials, and finishes of all buildings shall be coordinated to achieve a reasonable continuity of appearance.
4. All buildings shall be permanent structures with good quality exterior finishing materials which may include quality metal panel products, pre-cast concrete, architectural site-cast concrete, architectural tile, and commercial grade stucco, brick, or stone masonry. Wood, unfinished concrete, and concrete block may be used as a secondary material only.
5. Facades of buildings which exceed 30 metres measured horizontally, and facing residential areas or roadways, shall incorporate wall plane projections or recesses having a depth of at least 3 per cent of the length of the façade and extending at least 20 per cent of the length of the façade.
6. Facades of buildings facing adjacent residential areas shall include at least three of the following architectural elements:
  - a) colour change;
  - b) texture change;
  - c) material change; and
  - d) expression of an architectural or structural bay through a change in plane such as an offset, reveal, or projecting rib.
7. Rooftop apparatus should be located and concealed to reduce or eliminate public view from adjacent roads or homes.
8. Roofs should have at least two of the following features:
  - a) Parapets concealing flat roofs and / or rooftop mechanical and electrical equipment;
  - b) Overhanging eaves extending past the supporting wall;
  - c) Sloping or pitched roofs with two or more roof slope planes; and
  - d) Roof-top gardens that support ecological functions such as stormwater retention, building insulation, bird habitat, outdoor green space, etc.



9. Each primary building shall have a clearly defined main entrance featuring at least two of the following:
  - a) Canopy or portico;
  - b) Overhang or arcade;
  - c) Raised corniced parapet over the door;
  - d) Outdoor amenity area;
  - e) Upgraded window glazing areas;
  - f) Integrated planters or landscaped sitting areas.
10. A minimum 3.0 metre landscaped area should be provided between the front of any primary building and any adjoining parking or lot area.
11. Landscape plans shall:
  - a) promote the use of native plant material and plants proven for the climate of the region;
  - b) not rely on potable water for irrigation once the landscaped areas are established;
  - c) avoid species monoculture over large areas;
  - d) provide for massing of plantings;
  - e) ensure retaining walls and front yard fencing is decorative as well as functional; and
  - f) provide attractive landscape designs at key public intersections and entryways.

## APPENDIX C: KEY ALBERTA ENERGY REGULATOR INFORMATION

- AER Bulletin 2013-03 Mandated Subdivision and Development Application Referrals, Setback Relaxations, Land Development Information Package, and Abandoned Well Information.
- Interim Directive ID 81-3: Minimum Distance Requirements Separating New Sour Gas Facilities from Residential and Other Developments.
- Directive 026: Setback Requirements for Oil Effluent Pipelines
- Directive 079: Surface Development in Proximity to Abandoned Wells
- Directive 056: Energy Development Applications and Schedules
- EnerFAQs: Explaining AER Setbacks - This EnerFAQs explains setbacks in the energy industry, how they are determined, and how they may affect Alberta citizens and their communities.

**NOTICE OF DECISION**

**DL 018/16**

**FILE NOS. 16/IMD-001 and 16/IMD-002**

**Appellant, City of Chestermere**


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**Respondent, Rocky View County**

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1600 520 3<sup>rd</sup> Avenue SW  
Calgary, Alberta T2H 1Z3

This is Exhibit "C" referred to in the  
Affidavit of Randy Keelen  
sworn before me at Vancouver  
this 28 day of June 2016  
  
A Commissioner for taking Affidavits  
within British Columbia

**CITATION:** City of Chestermere and City of Calgary v Rocky View County (*Re: Rocky View County Bylaw C- 7468-2015*) 2016 ABMGB 18

**Re: Appeal to the Municipal Government Board  
Intermunicipal Dispute under Section 690 of the *Municipal Government Act* (Act)  
Bylaw under Appeal: Rocky View County Bylaw C-7468-2015, Conrich Area  
Structure Plan.**

This letter is the decision of the Municipal Government Board (MGB) from a preliminary hearing held in the City of Calgary on February 29, 2016.

Before: T. Golden, Presiding Officer  
S. Boyer, Member  
B. Horrocks, Member

Case Managers: C. Miller Reade  
R. Duncan

**16/IMD/001 City of Chestermere as represented by McMillan LLP – Appellant v Rocky View County as represented by McPherson, Leslie & Tyerman LLP – Respondent**

**16/IMD/002 City of Calgary as represented by City of Calgary Law Department v Rocky View County as represented by McPherson, Leslie & Tyerman LLP – Respondent**

**Background:**

[1] On January 6, 2016, both the City of Chestermere (Chestermere) and the City of Calgary (Calgary) filed appeals under section 690 of the Act against the Conrich Area Structure Plan (Conrich ASP). Bylaw C-7468-2015 (Bylaw) was adopted by Rocky View County (Rocky View) after third reading took place on December 8, 2016. Under section 690(4), with the filing of these appeals, the Bylaw is deemed to be of no effect until a decision is made by the MGB, or the appeals are withdrawn.

[2] By way of background, the initial submissions by each party are summarized below in Part A. Part B covers the matters that the parties were asked to address in this hearing: mediation, and potential dates for evidence exchanges and a merit hearing.

**PART A: The Statements of Appeals**

**16/IMD/001: City of Chestermere v Rocky View County re: Conrich Area Structure Plan**

**Chestermere's Appeal**

[3] Chestermere appeals the entire Conrich ASP with 14 grounds generally summarized as transportation, land use, the need for an intermunicipal development plan, future planning, and the coordination of plans. Specifically, the grounds of appeal are as follows:

1. Chestermere and Rocky View are adjacent municipalities that share contiguous municipal boundaries.
2. An intermunicipal development plan between Chestermere and Rocky View has not been adopted, so there is no existing framework for intermunicipal collaboration.
3. Conrich ASP incorporates the Hamlet of Conrich (Hamlet) and encompasses 68 quarter sections for a total of 4,402 hectares (10,786 acres) It proposes converting land use from primarily agriculture to commercial and industrial uses as follows:

| <b>Land Use Type</b>     | <b>Gross Area Hectares (acres)</b> |
|--------------------------|------------------------------------|
| 1. Commercial            | 574 (1,419 acres)                  |
| 2. Industrial            | 1,957 (4,836 acres)                |
| 3. Commercial/Industrial | 131 (324 acres)                    |
| <b>Total</b>             | <b>2,662 (6,679 acres)</b>         |

4. The ASP proposes commercial and industrial development both north and south of the Trans-Canada Highway (Highway 1), starting immediately east of the municipal boundary of Calgary and along the northern municipal boundary of Chestermere.
5. Portions of the Conrich ASP designated for commercial use greatly exceed the area that the population of the Hamlet can or may support, and population growth estimates for the Hamlet and the surrounding area can viably sustain.

NOTICE OF DECISION

NO. DL 018/16

6. Areas designated in the Conrich ASP for industrial use greatly exceed the area that the market can absorb or that the projected population of the Hamlet and surrounding area can support through employment and services.
7. In order to properly support the Conrich ASP's commercial and industrial use, far more labour will be required than the Hamlet and its surrounding area can supply, thereby leading to unsustainable labour shortages.
8. The land uses in Conrich ASP are, and will be, incompatible with Chestermere's existing transportation infrastructure. Proposed development will significantly increase heavy truck and equipment traffic on Range Road 285 and Rainbow Road, and will also significantly increase commuter traffic through Chestermere.
9. Proposed uses along the Highway 1 corridor are, and will be incompatible with Chestermere's adjacent residential development.
10. The Conrich ASP does not properly address wetland preservation, and will lead to increased stormwater, altered flow regimes and degraded water quality in the region. There is insufficient regional stormwater infrastructure to support the proposed development.
11. The Conrich ASP may cause adverse economic impacts on and social detriments to Chestermere.
12. Further, in the event of the proposed annexation by Chestermere, the Conrich ASP would lead to ineffective integration of the lands, and be an impediment to the growth of Chestermere.
13. The Conrich ASP fails to address and meet the Outcomes and Strategic Directions, and Objectives of the *South Saskatchewan Regional Plan*; particularly in the following areas, it fails to:
  - a. take into account environmental sustainability and social outcomes;
  - b. advance watershed management;
  - c. promote the efficient use of land;
  - d. address the detrimental effects on Chestermere;
  - e. properly identify agricultural land and limit their fragmentation and conversion to non-agricultural uses;
  - f. address the management of point and non-point source air quality and its impact on the region, particularly Chestermere.
14. Such further and other grounds as Chestermere may set out in its submissions.

Rocky View's Response

[4] On January 22, 2016, Rocky View filed its response to Chestermere, stating that mediation and discussions about the Conrich ASP had taken place between 2013 and 2015. Between October 2014 and June 2015 additional meetings took place and further changes were made to the ASP. The details of these activities are as follows:

1. In October 2014, in response to Chestermere's concerns, Rocky View administration made changes to the draft ASP. The public hearing for the ASP was also delayed from January to May 2015.

2. Both administrations met in December 2014 and January 2015 to discuss changes which were included in the ASP.
3. In March 2015, Rocky View sent a formal request to Chestermere, asking for its final position on the ASP by April 24, 2015. A subsequent email clarified that the ASP included all changes discussed by both administrations. On May 26, 2015, details of these changes were provided to Rocky View Council.
4. In April 2015, Chestermere identified that concerns remained about the ASP and research was being conducted to determine if further measures could be implemented.
5. In a May 7, 2015 letter from Chestermere's Mayor stated that the City remained opposed to the ASP, and requested time to address Chestermere's concerns. The letter did not explain why previous modifications developed jointly by both administrations did not address these concerns.
6. On June 2, 2015, Rocky View responded to the Mayor's letter, addressing comments, and posing additional questions. The letter also requested a meeting with Chestermere's administration, and a formal response by June 26, 2015.
7. In a June 4, 2015 letter, Chestermere Council responded, explaining that administration's resolutions were unacceptable, and that, unless there was mediation process underway, discussions with Chesteremere's administration were to cease.
8. Chestermere has not requested mediation nor has there been a response to the June 2, 2015 letter.
9. On November 30, 2015, a letter from Chestermere Council stated that if third reading of the Conrich ASP were to occur, their intention was to file an appeal with the MGB.

[5] Finally, Rocky View is prepared to attend mediation, however, it requires written confirmation with reasons explaining why the ASP modifications do not address Chestermere's concerns as well as proposed alternative wordings.

#### **16/TMD/002: City of Calgary v Rocky View County re: Conrich Area Structure Plan**

##### Calgary's Appeal

[6] On January 6, 2016, Calgary filed an appeal under section 690, stating that the Conrich ASP has or may have a detrimental effect upon it. The statutory declaration included four grounds or issues under appeal, including transportation, land use, conformity with the existing intermunicipal development plan, the need for coordinated planning and development adjacent to Highway 1, as well as the need for integrated water, wastewater and storm water management. Finally, although there is a dispute resolution process set out in the 2011 Calgary/Rocky View Intermunicipal Development Plan (2011 IDP); Rocky View did not use it to resolve Calgary's outstanding issues.

[7] More specifically, the statutory declaration stated that the Conrich ASP will have a detrimental effect on the City of Calgary for the following reasons:

**Issue One: Impacts on the Transportation Network**

[8] The Conrich ASP fails to address completion of transportation projects within Calgary required to accommodate the traffic volumes associated with the build out of the Conrich ASP including:

- Construction of three flyovers on Stoney Trail: 64 Avenue, 32 Avenue and Memorial Drive
- Widening of McKnight Trail and interchange improvements at McKnight Trail and Stoney Trail
- Interchange upgrades at two intersections with Stoney Trail: 16 Avenue, and Country Hills Boulevard.

The projects are not included in “Investing in Mobility: Transportation Infrastructure Investment Plan”, Calgary’s 10-year infrastructure investment plan. As required by the 2011 IDP, the Conrich ASP also does not identify the importance of these projects, sources of funding, or the possibility of deferring development approvals until funding is secured or upgrades are complete. While Calgary has the ability to review and comment on applications occurring in the IDP area, there is no requirement that transportation issues be resolved for the province, Calgary or Rocky View prior to approvals of applications.

[9] If the above projects are not constructed, the additional traffic will overburden traffic routes within Calgary specifically 16<sup>th</sup> Avenue, McKnight Boulevard, and Airport Trail, causing detriment in the form of increased operation and maintenance costs, increased congestion and delays on these routes, and pressure to reprioritize construction of three flyovers and interchange improvements, therefore, diverting capital costs from other higher priority projects within Calgary.

Specific areas affected are:

- Conrich ASP, Policies 23.11, 23.29, 28.9, 29.1, 29.2, 29.3 and 29.7
- IDP Policies 13.1.5, 13.1.6, 13.1.7, 13.1.8, 13.1.9 and 13.1.10
- Calgary Transportation Plan, adopted by Calgary City Council, September 2009
- Government of Alberta Policy TCE-TS-509 “Who Pays for Highway Improvements”.

**Issue 2: Non-Conformance with the 2011 IDP for Residual Long Term Growth Areas**

[10] The 2011 IDP identified lands inside Calgary as Residual Long Term Growth Areas (Growth Areas). Portions of the Growth Areas are located immediately to the west of the Conrich ASP area and form a natural development cell with the lands in the Conrich ASP. Contrary to the 2011 IDP, which requires integrated planning within Growth Areas, the Conrich

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ASP fails to address or include the Growth Areas in its planning framework. This omission will detrimentally affect Calgary through the creation of small isolated development cells that are difficult to plan and develop as a complete community. Creation of isolated cells will require Calgary to undertake additional planning studies to consider how to service, develop and integrate these residual lands.

[11] Without an area structure plan, the 2011 IDP allowed temporary uses only in identified Growth Areas. Such uses are agriculture, open space, recreational uses and other discretionary uses. The failure of the Conrich ASP to address Growth Areas within Calgary results in an array of temporary uses for the long term, creating detriment for area landowners, and Calgary. The Conrich ASP did not allow opportunities for long-term planning and enhanced certainty of these lands as was contemplated by the 2011 IDP.

Specific areas affected are:

- Conrich ASP, Section 16 and Map 5
- 2011 IDP, Section 7 and Policies 7.1.1, 7.1.3 and 7.1.4

**Issue 3: Non-Conformance with the 2011 IDP for Highway 1 East Corridor Key Focus Area**

[12] The 2011 IDP included the lands within the Conrich ASP in the Highway 1 East Corridor Key Focus Area (Key Focus Area), and identified it as an important gateway where transportation and land use should be carefully considered. The IDP included policies for specific intermunicipal coordination in establishing policies for the Key Focus Area. The Conrich ASP does not address how this municipal interface area will be developed, and uncoordinated development on the Highway 1 East Corridor will have a detrimental impact on Calgary due to the possibility of land use incompatibility and transportation inefficiencies. Land in the Key Focus Area must be carefully considered as future development will be contiguous across the municipal boundary between Calgary and Rocky View.

Specific areas affected are:

- Conrich ASP, Section 16 and Map 5
- 2011 IDP, Policies 4.1.2, 4.1.3, 4.1.3(c)(iii), 4.5.1, and 4.5.2

**Issue 4: Need for a Regional Stormwater Conveyance and Treatment System**

[13] Further development within the Conrich ASP requires the identification and construction of a regional stormwater conveyance and treatment system (Regional Stormwater System) requiring multi-jurisdictional partners. It is unclear in the Conrich ASP whether, when and how the policies related to the Cooperative Stormwater Management Initiative (CSMI) and the Shepard Regional Drainage Plan will be finalized. The Conrich ASP, as written, presumes resolution of ongoing discussions about such a system, with support of all stakeholders.



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[14] It is essential that a regional drainage solution, acceptable to all stakeholders be in place prior to development in the Conrich ASP area. Currently, the Conrich ASP specifies that development within Phase 1 lands may proceed without the confirmation of the Regional Stormwater System. The development of the Phase 1 lands will be detrimental to Calgary for the following reasons:

- a. Calgary has contractual obligations with the Western Irrigation District (WID) and Alberta Environment and Parks (AEP) for stormwater quality and quantity thresholds and use of infrastructure for discharge into the Western Headworks Canal (Canal) under the 2013 Western Headworks Stormwater Management Agreement (Headworks Stormwater Management Agreement). Before the drainage solution is developed or approved for Phase 1 lands involving discharge and conveyance along the Canal, the impact on the City's obligation under the Headworks Stormwater Management Agreement must be understood.
- b. Calgary has obligations to the Province of Alberta for discharges into the Bow River, including obligations related to total loading, outfall structures, and cumulative effects pursuant to the *Water Act*, *Alberta Land Stewardship Act* and the *Environmental Protection and Enhancement Act*. Discharges into the Bow River routed through Calgary or Calgary Infrastructure could put Calgary in violation of regulatory requirements and then liable for these discharges.

Specific areas affected are:

- Conrich ASP, Policies 25.1 to 25.11 and 28.15
- 2011 IDP, Policies 14.1.4, 14.1.5, 14.1.6, 14.1.7, and 14.1.8

[15] Calgary's submission concluded by stating that all of the grounds of appeal must be addressed to ensure that there is no detriment to Calgary, and, that the Conrich ASP can be sustainably developed.

Rocky View's Response

[16] On January 22, 2016, Rocky View responded, stating that discussions and negotiation had taken place between the two municipalities between September 2013 and July 2015. Changes to the ASP were made to reflect alternative policy language requested by Calgary. Details of these discussions and the outcomes are outlined below:

- 1. On December 3, 2015, Calgary requested that the first reading of the Conrich ASP bylaw be delayed. The Conrich ASP's public hearing was delayed from January 2015 to May 2015 to allow Rocky View to address Calgary's concerns about the transportation network and infrastructure improvements. In response to these concerns Rocky View undertook the following actions:

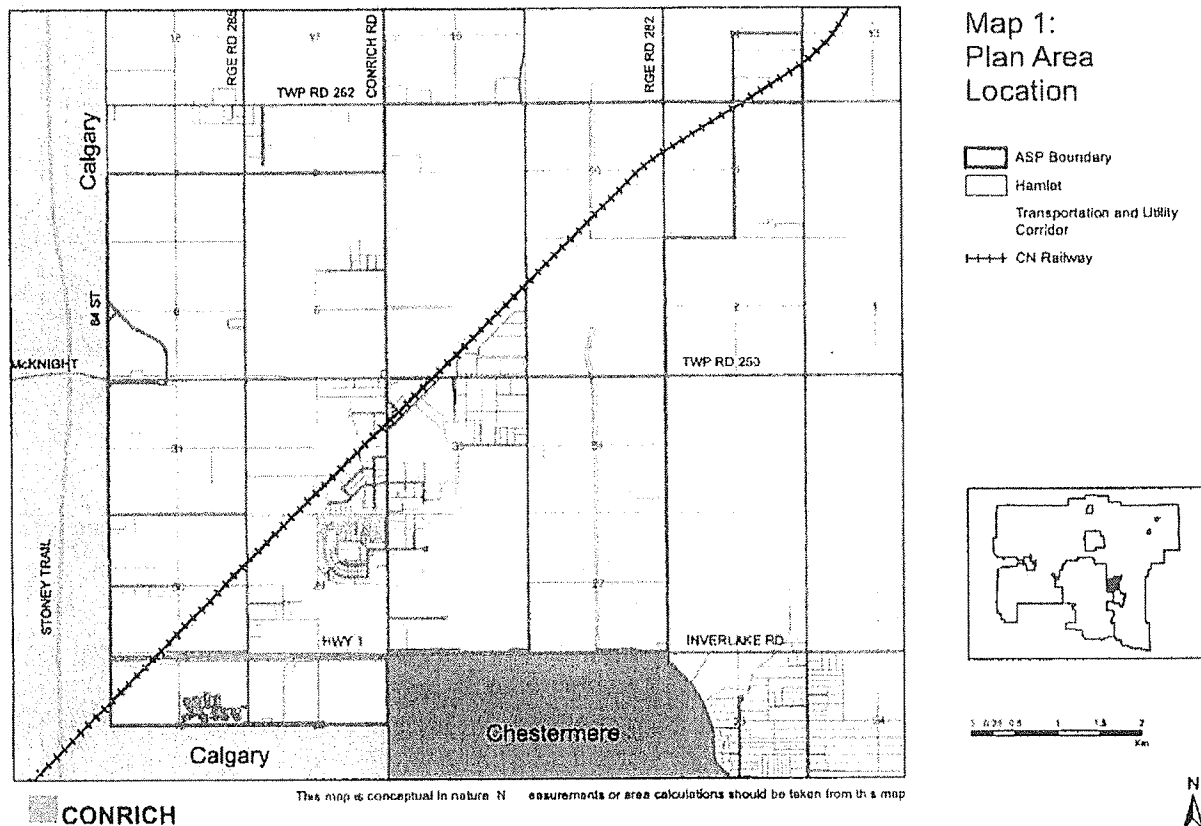
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- i. Rocky View had Watt Consulting update a traffic model to provide analysis on the impact of flyovers.
  - ii. In response to concerns about infrastructure improvements, Rocky View developed alternative wording for ASP policies. Calgary was provided these wording changes in February 2015.
  - iii. Additional changes to ASP policy wordings were made in March 2015 to reflect off site levies and implementation of the ASP and these were provided to Calgary.
  - iv. Prior to the May 2015 public hearing, Rocky View sent a letter outlining the modifications made to the ASP in response to Calgary’s concerns and as a result of discussions between both administrations.
2. On April 28, 2015, Calgary’s Mayor sent a letter to Rocky View’s Reeve giving formal notice of Calgary’s concerns about the transportation network, residual long term growth areas, and the Highway 1 Corridor Key Focus Area, and regional stormwater.
  3. On May 8, 2015, Rocky View’s Reeve responded to Calgary’s Mayor advising that, based on administration’s recommendation, Rocky View Council was prepared to give first reading to the Conrich ASP on May 12, 2015. The month following would allow for final discussions with Calgary and then Rocky View would review the request for mediation.
  4. On June 2, 2015, a letter from Rocky View included a table which offset the comments from the Calgary Mayor’s letter with comments and questions for Calgary’s administration. The letter requested a further meeting with Calgary administration and a formal response to the letter by June 26, 2015 in order to meet agenda deadlines for Rocky View’s summer council meetings.
  5. On June 7, 2015, Calgary Council passed a resolution authorizing the City Manager to file an appeal under Section 690 if Rocky View adopted the ASP without amendments which adequately addressed Calgary’s concerns.
  6. In June and July 2015, both municipalities’ administrations met to discuss Calgary’s outstanding concerns.
  7. There has been no response to Rocky View’s June 2, 2015 letter.

[17] Rocky View is prepared to participate in mediation. However, first, they wish to receive written confirmation with reasons why the Conrich ASP modifications do not address Calgary’s concerns, and second, Calgary’s proposed alternative wordings.

Map 1: Plan Area for Conrich Area Structure Plan



**Pre-hearing Activities**

[18] On February 2, 2016, MGB administration conducted a prehearing conference to determine a preliminary hearing date and discuss how these applications could be dealt with most efficiently. As a result of this conference, February 29, 2016, was chosen as the preliminary hearing date.

[19] On February 8, 2016, hearing notice was mailed to approximately 665 landowners located within the Conrich ASP area. A copy of the notice was sent to each municipality with the request to post the notice on the municipalities' website. The notice stated that the purpose of this preliminary hearing was to determine the status of mediation between the two parties, to consider submissions requesting affected party status, to establish document exchange timelines, to determine dates and duration for the merit hearing, and to initiate the hearing within 60 days as required by section 691(1)(a). A copy of this notice was sent to each municipality with the request to post the notice on the municipalities' website.

[20] Under section 691, landowners within the area of the plan or bylaw under dispute are to be notified of a merit hearing and may make presentations to the Panel. In addition, the MGB's Intermunicipal Dispute Procedure Rules (IMD Rules), allow for an individual or group to make a request to the Panel to be considered as an affected party. Other than the request that each city be considered affected parties in the others appeal, no other requests were received.

## **PART B: Preliminary Hearing**

### **Mediation**

[21] In both disputes, parties were willing to enter into mediation. Rocky View indicated that they have heard from Calgary, and anticipate that mediation will begin at the end of March and will occur throughout April. Calgary confirmed that mediation would be occurring between administrative staff as was set out in the Intermunicipal Development Plan (IDP) and possibly some of the matters listed in the appeal could be withdrawn. Whatever matters remain after the completion of the mediation will be the subject of the merit hearing. Mediation will be complete by the beginning of May.

[22] While Rocky View has not yet heard from Chestermere, they would consider the same amount of time appropriate for mediation. By resolution, Chestermere has established an intergovernmental affairs committee. They have also applied for funding from Alberta Municipal Affairs. While Rocky View has sent a letter inviting Chestermere to a mediation process and suggesting mediators, Chestermere was awaiting a council resolution before responding. The awaited resolution was adopted, and a response will be sent shortly.

### **Decision and Reasons: Mediation**

- 1) The MGB requests an update on the progress of mediation from Chestermere on their mediation with Rocky View and from Calgary on their mediation with Rocky View on or before **Friday, April 22, 2016, 4 pm**. This update shall indicate if additional time is required. Any comments on the mediation report are to be emailed to all parties.

### **Reasons**

[23] The MGB is satisfied that each party is willing to attempt mediation. The MGB encourages mediation, and accepts that mediation requires a commitment from each party. As there are two distinct disputes, additional time may be necessary to complete the mediation process. The suggested timeline for mediation suggests that this process will be complete by May. This timeline will be reflected in the listing of dates included in the decision for evidence exchanges and the merit hearing.

[24] However, to ensure that the mediation process is proceeding or determine if additional time is needed, and if any issues have been resolved, the MGB requests a report be provided to

MGB Administration by both Appellants on April 22, 2016. This report should be emailed to [mgbmail@gov.ab.ca](mailto:mgbmail@gov.ab.ca) or faxed to 780-427-0986.

**Merit Hearing Dates and Submissions**

[25] The parties have had several discussions about the timeline and the potential way that the merit hearings could be conducted. Rocky View has indicated that these matters should not be heard as one hearing, as each City must separately prove detriment and each appeal has distinct issues.

**Joint Submission**

[26] It was proposed that the hearings be conducted consecutively. The parties estimate that Chestermere’s hearing requires five or six days, a break of at least one day, and then Calgary’s hearing requires three or four days. Time may also be required for submissions by the over 600 landowners, and Calgary and Chestermere requested that they be considered as affected parties for the other’s appeal. All three municipalities believe that one decision on detriment may have an implication on the other decision, and they should be present for all of the appeal dates. Given this suggestion, the parties indicated that three weeks should be set aside for the merit hearing to ensure that adequate time is available.

**Chestermere’s Position**

[27] Chestermere presented a potential timeline with a merit hearing beginning on October 31, 2016 and extending for two weeks. Rocky View did not agree to this timeline as previous discussions of the parties had seemed to indicate a merit hearing date in September or October. Rocky View understood the merit hearing dates to be between mid-September and early October. In presenting the timeline, Chestermere explained that it had built additional time into the schedule to allow for affected parties to submit materials, for the municipalities to review and determine a response to the affected party submissions, and to prepare any expert reports after the mediation process. As Chestermere uses outside consultants to produce or examine any reports, their intention is to engage in mediation, and then assess if additional reports are required. If mediation resolves some of the issues, there is no need to retain consultants on those subjects.

**Rocky View’s Position**

[28] Rocky View countered that the need for additional reports is unlikely as many of the studies mentioned by Chestermere, such as stormwater and transportation and the Highway 1 corridor, have been completed. Only the economic analysis appears to be new, and Rocky View would need 60 days at most to respond to that material. Since there have been no affected persons that have identified themselves prior to this advertised preliminary hearing, it is unlikely anyone will request affected party status. Additional time is not needed for these studies and the

chosen dates for evidence exchanges place a burden on Rocky View as it will require production of some reports over the summer.

Calgary's Position

[29] Calgary noted that, as their hearing is scheduled to take place after that of Chestermere, they took no position on timing, believing that it would proceed in late September. Calgary indicated that mediation with Rocky View would be complete by April. Calgary was optimistic that mediation would resolve several items, therefore, reducing the matters under dispute. If outside experts were required for the merit hearing, those reports would be ready for June 25, 2016, allowing Rocky View time to review the materials.

[30] Questioning by the Panel established that mediation should be completed by the beginning of May. Beyond that time, Chestermere and Rocky View could not agree on dates for a merit hearing nor evidence exchanges. The Panel recessed to allow the parties to discuss the schedule, and to determine if an agreement could be brokered on appropriate exchange and merit hearing dates. At the end of the recess, the parties had not reached an agreement. As a result, the panel ordered September 12, 2016 as a start date for the merit hearing and asked the parties to work backward to establish exchange dates. After some discussion the panel set evidence exchange dates.

**Decision and Reasons: Evidence Exchange Schedule and Merit Hearing Dates**

The MGB makes the following decision:

- 2) The merit hearing will commence at **10 AM on Monday, September 12, 2016**. The MGB will set a hearing location, provide notice to the parties. It will publish the notice in the local newspapers.

The MGB requests that the municipalities place a copy of the notice on their website as well as a copy of all of their own submissions within three business days. The municipalities shall make a hard copy of their submission available for public viewing in their administrative offices during business hours.

- 3) In advance of this hearing date, the MGB orders the following evidence exchanges:

| <b>Date and Time<br/>(Submissions due at noon)</b> | <b>Action</b>  |
|--|--|
| Friday, June 17, 2016                              | Submissions and Will-Say Statements by Appellants Chestermere and Calgary.         |
| Friday, August 12, 2016                            | 1) Submissions and Will-Say Statements by Respondent, Rocky View for both appeals. |

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|                           |  |
|---------------------------|--|
| Friday, August 26, 2016   | 2) Submissions by Landowners for both appeals.<br>1) Rebuttals by Chestermere and Calgary.<br>2) Submissions by Affected Parties – Calgary for 16/IMD/01 and Chestermere for 16/IMD/02 |
| Friday September 2, 2016  | Rebuttal by Rocky View for both appeals  |
| Monday September 12, 2016 | Merit Hearing in Calgary, Location TBA   |

- 4) All documents shall be exchanged between Calgary, Chestermere and Rocky View.
- 5) Chestermere and Calgary are granted affected party status in each other's dispute. In granting this status, the MGB directs:
  - a. For each appeal, the party participating in the role of Affected Party will limit its submissions to the issues raised by the primary parties to the appeal.
  - b. If any of the matters under appeal are resolved in mediation and withdrawn, affected parties may not file submissions on these issues.
  - c. When questioning witnesses from the primary parties to a dispute, Affected Parties are limited to questions of clarification on those matters remaining under dispute.
  - d. The merit hearing panel may give additional instructions relating to the Affected Parties as they see fit.
- 6) The three municipalities will be responsible for retaining the services of a court reporter for the merit hearing. The cost associated with retaining the reporter will be shared equally between the municipalities. A written transcript will be provided to the merit hearing panel at no cost to the MGB.

[31] All submissions are due no later than noon on the date noted. Submissions may be made electronically to all parties, but one hard copy is to be delivered to each municipality within three business days. The MGB's submissions are to be emailed to [mgbmail@gov.ab.ca](mailto:mgbmail@gov.ab.ca). Eight (8) hard copies (one unbound) are to be delivered to the MGB's Edmonton office within three (3) business days following the due date. Please contact the MGB to confirm its address for service of documents. One hard copy is to be delivered to each municipality as well as the municipalities' who are Affected Parties within three (3) business days.

### Reasons

[32] The MGB ordered the above dates to ensure that the appeal proceeds in a fair and timely manner. In an intermunicipal dispute, a timeline for mediation is as important as establishing dates for the merit hearing. The municipalities are in the early stages of mediation and this process should be given an opportunity to unfold. Establishing a merit hearing date allows time

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for discussion in mediation, and if there are still matters under dispute, a timeframe for the dispute to be resolved.

[33] In determining dates for submissions, the MGB observes only one new study - an economic impact study - was being proposed by Chestermere. Therefore, additional time is not needed at this point. If, as a result of mediation, new studies are required, these will be complete on June 17, 2016.

[34] Other than Chestermere and Calgary identifying that they wished to be considered as affected parties in each other's disputes, no one else asked to be considered as an affected party under the MGB's IMD Rules. Additional instructions maybe given to the affected parties by the merit hearing panel.

[35] Finally, there are over 660 landowners within the ASP area who are most affected in a dispute which is between Chestermere, Calgary and Rocky View. As the Conrich ASP is of no effect during this dispute, timely resolution of the dispute is desirable.

[36] The panel is not seized with this matter.

Dated at the City of Edmonton, in the Province of Alberta, this 11<sup>th</sup> day of April, 2016.

MUNICIPAL GOVERNMENT BOARD



T. Golden, Presiding Officer

cc: John Popoff, Director, Chestermere  
 Neil Younger, Senior Planner, Calgary  
 Sherry Baers and Amy Zeluski, Planning Department, Rocky View County  
 Andrew W. Dick, Alberta Environment and Parks  
 Peter (Doanh) Ngo, Alberta Transportation  
 Michael Scheidl, Dispute Resolution Services, Alberta Municipal Affairs.



Exhibits

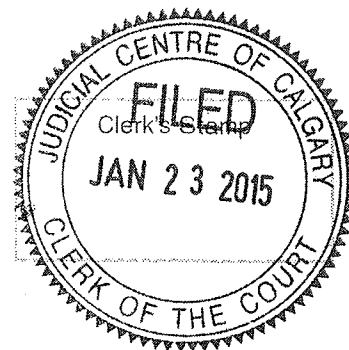
**16/IMD/001**

- 1A Appeal Submission by Chestermere.
- 2R Map of area and Landowner data from Rocky View's assessment roll.
- 3R Response by Rocky View
- 4A Suggested timeline for evidence exchange and merit hearing dates-Chestermere

**16/IMD/002**

- 1A Appeal Submission by Calgary
- 2R Map of area and Landowner data from Rocky View's assessment roll.
- 3R Response by Rocky View

COURT FILE NUMBER 1501-00955  
 COURT COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY  
 JUDICIAL CENTRE CALGARY



IN THE MATTER OF THE  
 COMPANIES' CREDITORS  
 ARRANGEMENT ACT, R.S.C. 1985, c.  
 C-36, as amended

APPLICANTS LUTHERAN CHURCH – CANADA,  
 THE ALBERTA – BRITISH COLUMBIA  
 DISTRICT, ENCHARIS COMMUNITY  
 HOUSING AND SERVICES,  
 ENCHARIS MANAGEMENT AND  
 SUPPORT SERVICES, AND  
 LUTHERAN CHURCH – CANADA,  
 THE ALBERTA – BRITISH COLUMBIA  
 DISTRICT INVESTMENTS LTD.

DOCUMENT INITIAL ORDER

I hereby certify this to be a true copy of  
 the original Initial Order

Dated this 23 day of January 2015

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Bishop & McKenzie LLP  
 1700-530-8<sup>th</sup> Avenue SW  
 Calgary, Alberta T2P 3S8  
 403-237-5550 (phone)  
 403-243-3623 (fax)  
 Attention: Francis N. J. Taman  
 File No.: 103007-003

[Signature]  
 for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: FRIDAY, JANUARY 23, 2015  
 NAME OF JUDGE WHO MADE THIS ORDER: K.D. YAMAUCHI  
 LOCATION OF HEARING: CALGARY

**UPON** the application of Lutheran Church – Canada, the Alberta – British Columbia District (the “District”), Encharis Community Housing and Services (“ECHS”), Encharis Management and Support Services (“EMSS”), and Lutheran Church – Canada, The Alberta – British Columbia District Investments Ltd. (“DIL”) (collectively the “Applicants”); **AND UPON** having read the Affidavit of Kurtis Robinson; **AND UPON** reading the consent of Deloitte Restructuring Inc. to act as Monitor; **AND UPON** noting that this Application is brought on a without notice basis; **AND UPON** hearing counsel for the Applicants; **IT IS HEREBY ORDERED AND DECLARED THAT:**

#### **SERVICE**

1. Service of notice of the application for this order is hereby dispensed with.

#### **APPLICATION**

2. The Applicants are companies to which the *CCAA* applies.

#### **PLAN OF ARRANGEMENT**

3. The Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “Plan”).

#### **POSSESSION OF PROPERTY AND OPERATIONS**

4. The Applicants shall:
  - (a) remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “Property”);
  - (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the “Business”) and Property; and
  - (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “Assistants”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. To the extent permitted by law, the Applicants shall be entitled but not required to pay the following expenses, incurred prior to or after this Order:
  - (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
  - (b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.
  
6. Except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
  - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
  - (b) payment for goods or services actually supplied to the Applicants following the date of this Order.
  
7. The Applicant shall remit, in accordance with legal requirements, or pay:
  - (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
    - (i) employment insurance,
    - (ii) Canada Pension Plan, and
    - (iii) income taxes,but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after the date of this Order, unless otherwise ordered by the Court;

- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
  - (c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.
- 8. Until a real property lease is disclaimed or resiliated in accordance with the *CCAA*, the Applicants may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Applicants from time to time for the period commencing from and including the date of this Order ("Rent"), but shall not pay any rent in arrears.
- 9. Except as specifically permitted in this Order, the Applicants are hereby directed, until further order of this Court:
  - (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors, which includes any account holders in the Church Extension Fund of the District, as of the date of this Order;
  - (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and
  - (c) not to grant credit or incur liabilities except in the ordinary course of the Business.
- 10. Except as specifically permitted in this Order, DIL shall make no payments of principal, interest thereon or otherwise on account of amounts owing under any Registered Retirement Savings Plans ("RRSPs"), Registered Retirement Income Funds

("RRIFs") or Tax Free Savings Accounts ("TFSA") that are under its management as of the date of this Order except for statutory minimum payments to RRIF account holders. For greater clarity, but without otherwise limiting the generality of the forgoing, unless otherwise ordered by this Court, DIL shall not transfer any RRSP, RRIF, or TFSA account to another institution.

### **EMERGENCY FUND**

11. The Applicants are hereby authorized and directed to establish an Emergency Fund up to a maximum of \$75,000.00 per month as described in the Affidavit in support of this Application and the Monitor's Pre-filing Report.
12. Distributions from the Emergency Fund may be made to Depositors as that term is defined in the Affidavit in support of this Application, or to congregations:
  - (a) in amounts set by the District and approved by the Monitor; and
  - (b) the maximum payable to any individual Depositor shall not be more than 75% of his or her pro-rata share of the low estimated amount that would be payable to him or her in a liquidation scenario as determined by the Applicants and approved by the Monitor.
13. Any payments under the Emergency Fund shall be considered as an interim distribution under any Plan of Arrangement that may be approved in these proceedings, or as a return on investment to the DIL Depositors, and payments made thereunder will be reflected in any final distribution under any such Plan of Arrangement, or final return on investment to the DIL Depositors.
14. Any payments made by the Applicants under the Emergency Fund that was established prior to this Application shall not be deemed to be preferential, voidable or subject to being set aside under any federal or provincial legislation or rule of law, notwithstanding the circumstances itemized in paragraphs 43 (a) to (d) of this Order.
15. The Applicants shall provide regular reports to the Monitor as to the distributions made pursuant to the Emergency Fund.

**RESTRUCTURING**

16. The Applicants shall subject to such requirements as are imposed by the *CCAA* have the right to:
- (a) permanently or temporarily cease, downsize or shut down any of its business or operations and to dispose of redundant or non-material assets not exceeding \$100,000.00 in any one transaction or \$300,000.00 in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to the Applicants (within the meaning of section 36(5) of the *CCAA*), shall require authorization by this Court in accordance with section 36 of the *CCAA*;
  - (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, to deal with the consequences thereof in the Plan; and
  - (c) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "Restructuring").

17. The Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further order of this Court upon application by the Applicants on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicants disclaim or resiliate the lease governing such leased premises in accordance with section 32 of the *CCAA*, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in section 32(5))

of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

18. If a notice of disclaimer or resiliation is delivered pursuant to section 32 of the CCAA, then:
- (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice; and
  - (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY**

19. Until and including **February 20, 2015**, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

20. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be



commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:

- (a) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on;
- (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
- (c) prevent the filing of any registration to preserve or perfect a security interest; or
- (d) prevent the registration of a claim for lien.

21. Nothing in this Order shall prevent any party from taking an action against the Applicants where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

#### **NO INTERFERENCE WITH RIGHTS**

22. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

#### **CONTINUATION OF SERVICES**

23. During the Stay Period, all persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Applicants, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Applicants

are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants or exercising any other remedy provided under such agreements or arrangements. The Applicants shall be entitled to the continued use of its

current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order.

#### **NO OBLIGATION TO ADVANCE MONEY OR EXTEND CREDIT**

24. Subject to paragraphs 37 to 39 of this Order, but notwithstanding anything else contained in this Order, no creditor of the Applicants shall be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

#### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

25. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 21 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

#### **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

26. The Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors and or officers of the Applicants after the commencement of the within proceedings except to the extent that, with respect to any officer or director, the obligation was incurred as a result of the director's or officer's gross negligence or wilful misconduct.
27. The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall

not exceed an aggregate amount of \$5,000,000.00, as security for the indemnity provided in paragraph 26 of this Order. The Directors' Charge shall have the priority set out in paragraphs 40 and 42 herein.

28. Notwithstanding any language in any applicable insurance policy to the contrary:
- (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and
  - (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 26 of this Order.

#### **APPOINTMENT OF MONITOR**

29. Deloitte Restructuring Inc. is hereby appointed pursuant to the *CCAA* as the Monitor, an officer of this Court, to monitor the Property, Business and financial affairs and the Applicants with the powers and obligations set out in the *CCAA* or set forth herein and that the Applicants and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.
30. The Monitor, in addition to its prescribed rights and obligations under the *CCAA*, is hereby directed and empowered to:
- (a) monitor the Applicants' receipts and disbursements, Business and dealings with the Property;
  - (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Applicants;

- (c) advise the Applicants in its preparation of the Applicants' cash flow statements and reporting;
  - (d) advise the Applicants in its development of the Plan and any amendments to the Plan;
  - (e) advise the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
  - (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Applicants to the extent that is necessary to adequately assess the Applicants' Property, Business and financial affairs or to perform its duties arising under this Order;
  - (g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
  - (h) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicants and any other Person; and
  - (i) perform such other duties as are required by this Order or by this Court from time to time.
31. The Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintain possession or control of the Business or Property, or any part thereof. Nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation.

32. The Monitor shall provide any creditor of the Applicants with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.
33. The Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.
34. The Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on at least a monthly basis.
35. The Monitor and its legal counsel shall pass their accounts from time to time.
36. The Monitor, counsel to the Monitor, if any, the Applicants' counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$300,000.00, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 40 and 42 hereof.
37. The following companies are declared to be critical suppliers to the Applicants under s. 11.4 of the CCAA:

Hill + Knowlton Strategies, a division of WPP Group Canada Communications Limited;  
Diversicare Canada Management Services Co., Inc.;

AlSCO

ATCO GAS

Canada Bread Company Limited  
 County of RockyView  
 Direct Energy  
 ENMAX  
 Norica Nursing Agency  
 PC eSolutions Corporation  
 Pratts Food Service  
 Shannon'S Services Management  
 Corp.  
 Sysco Foods Calgary  
 Shaw phone and Internet services

(collectively, the "Critical Suppliers").

38. The Critical Suppliers shall continue to supply goods or services to the Applicants in accordance with any contracts previously entered into with the Applicants, and shall extend credit to the Applicants for such goods or services with payment being net 30 days from the Applicants being invoiced for the same.
39. The Critical Suppliers, as security for their goods, services, professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "Critical Suppliers Charge") on the Property, which charge shall not exceed an aggregate amount of \$100,000.00, as security for their goods, services, professional fees and disbursements incurred at the normal rates and charges of such service providers, both before and after the making of this order in respect of these proceedings. The Critical Suppliers Charge shall have the priority set out in paragraphs 40 and 42 hereof.

#### **VALIDITY AND PRIORITY OF CHARGES**

40. The priorities of the Directors' Charge, the Administration Charge, and the Critical Suppliers' Charge, as among them, shall be as follows:
- First – Administration Charge (to the maximum amount of \$300,000.00);
- Second – Critical Suppliers' Charge (to the maximum amount of \$100,000.00); and
- Third – Directors' Charge (to the maximum amount of \$5,000,000.00).

41. The filing, registration or perfection of the Directors' Charge, the Administration Charge or the Critical Suppliers' Charge (collectively, the "Charges") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
42. Each of the Directors' Charge, the Administration Charge and the Critical Suppliers' Charge (all as constituted and defined herein) shall constitute a charge on the Property and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.
43. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, the Administration Charge or the Critical Suppliers' Charge, unless the Applicants also obtain the prior written consent of the Monitor, and the beneficiaries of the Directors' Charge, the Administration Charge, and the Critical Suppliers' Charge, or further order of this Court.
44. The Directors' Charge, the Administration Charge, and the Critical Suppliers' Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") thereunder shall not otherwise be limited or impaired in any way by:
  - (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
  - (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
  - (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
  - (d) the provisions of any federal or provincial statutes; or
  - (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement

(collectively, an "Agreement") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which it is a party;
- (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges,; and
- (iii) the payments made by the Applicants pursuant to this order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

#### ALLOCATION

45. Any interested Person may apply to this Court on notice to any other party likely to be affected, for an order to allocate the Administration Charge, the Critical Suppliers' Charge, and the Directors' Charge amongst the various assets comprising the Property.

#### SERVICE AND NOTICE

46. The Monitor shall (i) without delay, publish in the Globe & Mail a notice containing the information prescribed under the CCAA; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the <sup>gross</sup> ~~estimated~~ amounts of those claims, <sup>invested by all investors.</sup> ~~of those claims~~, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.

47. The Applicants and the Monitor shall be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or e-mail to the Applicants' creditors or other interested Persons at their respective addresses as last shown on the records of the Applicants, or by posting such



documents on the website address established by the Monitor provided that the Applicants' creditors or other interested Persons have been provided with the website address by way of one of the alternative service methods, and that any such service or notice by courier, personal delivery, facsimile transmission, e-mail, or website posting shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing. The Applicants and the Monitor shall serve any minors who are creditors of any of the Applicants by sending such aforementioned documents by courier to the Office of the Public Trustee by courier with a copy to the minor either by ordinary mail or by posting to the website address established by the Monitor provided that such minors have been provided with the website address by way of one of the alternative service methods. The Monitor shall establish and maintain a website in respect of these proceedings at [www.insolvencies.deloitte.ca](http://www.insolvencies.deloitte.ca) and shall post there as soon as practicable:

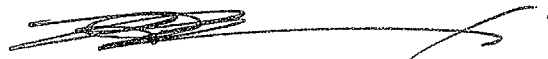
- (a) all materials prescribed by statute or regulation to be made publically available; and
- (b) all applications, reports, affidavits, orders or other materials filed in these proceedings by or behalf of the Monitor, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

#### **GENERAL**

- 48. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.
- 49. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
- 50. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.
- 51. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in

carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

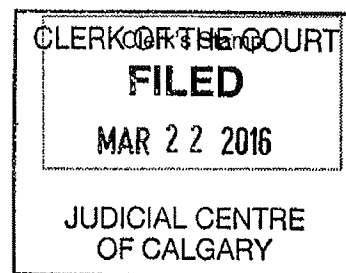
52. Each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
53. Any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
54. This Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date of this Order.



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Justice of the Court of Queen's Bench of Alberta

COURT FILE NUMBER 1501-00955  
 COURT COURT OF QUEEN'S BENCH OF ALBERTA  
 IN BANKRUPTCY AND INSOLVENCY  
 JUDICIAL CENTRE CALGARY



IN THE MATTER OF THE *COMPANIES'*  
*CREDITORS ARRANGEMENT ACT*,  
 R.S.C. 1985, c. C-36, as amended

APPLICANTS LUTHERAN CHURCH – CANADA, THE ALBERTA – BRITISH COLUMBIA DISTRICT, ENCHARIS COMMUNITY HOUSING AND SERVICES, ENCHARIS MANAGEMENT AND SUPPORT SERVICES, AND LUTHERAN CHURCH – CANADA, THE ALBERTA – BRITISH COLUMBIA DISTRICT INVESTMENTS LTD.

DOCUMENT **ORDER**  
**(District Creditors' Meeting)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Bishop & McKenzie LLP  
 Barristers & Solicitors  
 1700, 530 - 8<sup>th</sup> Avenue SW  
 Calgary, Alberta T2P 3S8  
 Attention: Francis N. J. Taman / Ksena J. Court  
 Telephone: 403-237-5550  
 Fax: 403-243-3623  
 File No.: 103,007-003

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**DATE ON WHICH ORDER WAS PRONOUNCED:** MONDAY, MARCH 21, 2016  
**LOCATION WHERE ORDER WAS PRONOUNCED:** CALGARY, ALBERTA  
**NAME OF JUSTICE WHO MADE THIS ORDER:** JUSTICE B.E.C. ROMAINE

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**UPON THE APPLICATION** of Lutheran Church – Canada, the Alberta – British Columbia District (the "District"), EnCharis Community Housing and Services ("ECHS"), EnCharis Management and Support Services ("EMSS"), and Lutheran Church – Canada, the Alberta – British Columbia District Investments Ltd. ("DIL") (collectively the "Applicants"); **AND UPON HAVING READ** the Application, the Affidavits of Cameron Sherban; **AND UPON READING** the Reports of the Monitor; **AND UPON HAVING READ** the terms and provisions of

the Plan of Compromise and Arrangement, dated February 12, 2016, as attached as Exhibit "C" to the Affidavit of Cameron Sherban, sworn February 16, 2016, as amended and attached as Exhibit "A" to the Affidavit of Cameron Sherban, filed March 14, 2016 (the "District Plan"); **AND UPON HEARING** counsel for the Applicants, counsel for the Monitor, counsel for the District Creditors' Committee, counsel for the DIL Creditors' Committee, and other interested parties;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. Service of notice of the application for this Order, and all supporting materials, as set out in the Affidavits of Charlene Everett respecting the Application filed February 16, 2016 which was set back down on the Commercial List by letter dated March 7, 2016 is good and sufficient, and the time for notice hereof is shortened to the time actually given.

2. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Initial Order granted by the Honourable Justice K.D. Yamauchi in this Action dated January 23, 2015 (the "Initial Order") or in the District Plan. If a term appears in this Order which is defined in both the Initial Order and the District Plan, the definition in the District Plan shall govern.

**FILING OF THE PLAN**

3. The District is hereby authorized and directed to file the District Plan, to present the District Plan to the Eligible Affected Creditors (the "District Eligible Affected Creditors") for their consideration in accordance with the terms of this Order (the "District Meeting Order") and to seek approval of the District Plan in the manner set forth herein.

4. The District is hereby authorized, with the consent of the Monitor or as otherwise ordered by the Court, to vary, amend, modify or supplement the District Plan by way of a supplementary or amended and restated plan or plans of compromise or arrangement (an "Amended Plan"):

- (a) at any time prior to the meeting of the District Eligible Affected Creditors (the "District Creditors' Meeting"), provided that the District or the Monitor, as applicable, (i) files the Amended Plan with this Court, (ii) posts the Amended Plan on the Monitor's website, and (iii) serves the Amended Plan on the Service List attached to this Order;
- (b) at any time during the District Creditors' Meeting, provided that oral notice of any such variation, amendment, modification or supplement is given to all District

Eligible Affected Creditors present in person or by Proxy (and in such case, notice given to the District Eligible Affected Creditor's proxyholder shall be sufficient) at the District Creditors' Meeting prior to the vote being taken at the District Creditors' Meeting, in which case any such variation, amendment, modification or supplement shall be deemed to be part of and incorporated into the District Plan, and such Amended Plan shall be promptly posted on the Monitor's website and filed with the Court as soon as practicable following the District Creditors' Meeting; and

- (c) at any time and from time to time after the District Creditors' Meeting (both prior to and subsequent to the Sanction Order, if granted), with approval of this Court and any District Eligible Affected Creditors adversely affected by such amendment,

provided that, however, any such amendment, modification or supplement may be made unilaterally by the District, before or after the Sanction Order, with the approval of the Monitor, if such amendment, modification or supplement is of an administrative nature that is not adverse to the financial or economic interests of any of the District Affected Creditors under the District Plan and is necessary in order to give better effect to the substance or implementation of the District Plan or the Sanction Order.

#### **CLASSIFICATION OF CREDITORS**

5. For the purposes of considering and voting on the District Plan and receiving distributions thereunder, the District Eligible Affected Creditors shall constitute a single class under the District Plan.

#### **NOTICE OF CREDITORS' MEETING AND INFORMATION PACKAGE**

6. The form of notice to Creditors of the District Creditors' Meeting (the "District Notice of Creditors' Meeting") and the form of Proxy to be used by Eligible Affected Creditors (the "Proxy") in substantially the forms attached to this District Meeting Order as **Schedule "1" and "2"**, respectively, are hereby approved.

7. The District Notice of Creditors' Meeting shall include a specification of the website address where each District Eligible Affected Creditor will be able to access and retrieve copies of the following documents (collectively, the "Information Package"):

- (a) the District Plan;
- (b) this District Meeting Order;

- (c) a copy of the Monitor's Report;
- (d) the District Notice of Creditors' Meeting;
- (e) the Proxy;
- (f) the Election Letter;
- (g) the Notice of Opting Out; and
- (h) Minors' form, if applicable.

8. The Monitor shall send a copy of the Information Package as soon as practicable, and in any event not later than April 8, 2016, to each District Eligible Affected Creditor by regular mail to the last known address for such District Eligible Affected Creditor specified by such District Eligible Affected Creditor in their proof of claim or otherwise provided to the Monitor.

9. The Chair (as defined in paragraph 14 of this District Meeting Order) be and is hereby authorized to accept and rely upon Proxies substantially in the form attached as **Schedule "2"** and Election Letters substantially in the form attached as **Schedule "3"** hereto. Notwithstanding paragraphs 6 to 8 hereof, the Monitor may from time to time, make such minor changes to the Information Package as the Monitor, in consultation with the District, considers necessary or desirable to conform the content thereof to the terms of the District Plan or this District Meeting Order, or to describe the District Plan.

10. The Monitor shall cause a copy of the Information Package to be posted on the Monitor's website at [www.insolvencies.deloitte.ca](http://www.insolvencies.deloitte.ca) no later than March 28, 2016 and in the case of any amendments made thereto in accordance with paragraphs 4 or 9 hereof, as soon as practicable after such amendments are made.

11. The Monitor shall send by regular mail, facsimile, courier or email as soon as practicable following a request therefore, a copy of the Information Package to each District Eligible Affected Creditor who, no later than two business days prior the District Creditors' Meeting (or any adjournment thereof), makes a written request for it.

#### **PUBLICATION OF NEWSPAPER NOTICE**

12. As soon as practicable and no later than March 28, 2016, a newspaper notice of the District Creditors' Meeting, in substantially the form attached as **Schedule "4"** to this District Meeting Order (the "Newspaper Notice"), shall be published once by the Monitor in the Globe and Mail National Edition.

**NOTICE SUFFICIENT**

13. The publication of the Newspaper Notice, the sending of the Information Package to the District Eligible Affected Creditors and the posting of the Information Package on the Monitor's website, in the manner set out in paragraphs 6 through 12, as applicable, shall constitute good and sufficient service of this District Meeting Order, the District Plan and the District Notice of Creditors' Meeting on all persons who are entitled to receive notice thereof in these proceedings, who wish to be present in person or by Proxy at the District Creditors' Meeting or in these proceedings, or who wish to vote by way of the Election Letter and no other form of notice or service need be made on such persons and no other document or material need be served on such persons in respect of the District Creditors' Meeting or these proceedings. Service shall be effective, in the case of regular mailing, three Business Days after the date of mailing, in the case of service by courier, on the day after the courier was sent, and in the case of service by fax or email, on the day after the fax or email was transmitted, unless such day is not a Business Day, or the fax or email transmission was made after 5:00 p.m. (Calgary time), in which case, service shall be deemed effective on the next Business Day.

**CREDITORS' MEETING**

14. A representative of the Monitor shall preside as the chair of the District Creditors' Meeting (the "Chair") and shall decide all matters relating to the rules and procedures at, and the conduct of, the District Creditors' Meeting in accordance with the terms of the District Plan, this District Creditors' Meeting Order and further Orders of this Court. The Chair may adjourn the District Creditors' Meeting at his/her discretion.

15. The District Creditors' Meeting shall not be recorded by any audio or video recording device. Minutes of the District Creditors' Meeting shall be taken by the Monitor.

16. The District shall call, hold and conduct the District Creditors' Meeting on May 14, 2016 at Macleod Hall, Telus Convention Centre, 120-9<sup>th</sup> Avenue S.W., Calgary, Alberta at 10:00 am (Calgary time) (the "Meeting Date"), or as adjourned to such places and times as the Chair may determine, for the purposes of the District Eligible Affected Creditors considering and voting on the District Plan and transacting such other business as may be properly brought before the District Creditors' Meeting.

**ATTENDANCE AT CREDITORS' MEETING**

17. The only persons entitled to notice of, attend or speak at the District Creditors' Meeting are the District Eligible Affected Creditors (or their representative proxyholders), the District directors, the Monitor, the Applicants' legal counsel, the Monitor's legal counsel, members of the

Creditors' Committees, the legal counsel for the Creditors' Committees, the Chair, Scrutineers and the Secretary (as defined below). Any other person may be admitted to the District Creditors' Meeting only by invitation of the Chair.

18. A District Eligible Affected Creditor that is not an individual may only attend and vote at the District Creditors' Meeting if it has appointed a proxyholder to attend and act on its behalf at the District Creditors' Meeting.

#### **VOTING AT THE CREDITORS' MEETING**

19. Any creditor holding a claim that has not been filed or asserted in accordance with the Claims Process Order granted by this Court on February 20, 2015 (the "Claims Process Order"), or that has filed a claim that has been disallowed and for which the appeal period has expired with no appeal, will not be entitled to vote on the District Plan at the District Creditors' Meeting or by Election Letter in respect of its claim.

20. No person shall be entitled to vote on the District Plan in respect of a claim that is an Unaffected Claim, as that term is defined in the District Plan.

21. The only persons entitled to vote at the District Creditors' Meeting in person or by Proxy, or by Election Letter are the District Eligible Affected Creditors.

22. For the purposes of voting on the District Plan, all District Eligible Affected Creditors shall be entitled to vote on the proof of claim (as may have been amended) filed in respect of their Affected Claim pursuant to the Claims Process Order, but for the purposes of receiving distributions under the District Plan, any claim that is not yet a Proven Claim shall remain subject to further review and final acceptance by the Monitor, and may be determined, in whole or in part, to be a Disputed Claim.

23. The quorum required at the District Creditors' Meeting shall be any two District Eligible Affected Creditors present in person or by Proxy at the District Creditors' Meeting.

24. If:

- (a) the requisite quorum is not present at the District Creditors' Meeting;
- (b) the District Creditors' Meeting is postponed by a vote of the majority in value of the claims of the District Eligible Affected Creditors present in person or by Proxy; or
- (c) the Chair otherwise decides to adjourn the District Creditors' Meeting



then the District Creditors' Meeting shall be adjourned to such date, time and place as may be designated by the Chair. The announcement of the adjournment by the Chair, the posting of notice of such adjournment on the Monitor's website and written notice thereof to the District Eligible Affected Creditors shall constitute sufficient notice of the adjournment and the District and the Monitor shall have no obligation to give further notice to any person of the adjourned District Creditors' Meeting.

25. Every question submitted to the District Creditors' Meeting, except to approve the District Plan resolution, any amendment to or in respect of the District Plan made by the District or an adjournment of the District Creditors' Meeting, will be decided by a majority of votes given on a show of hands or, if by confidential written ballot at the discretion of the Chair, by a simple majority in number of the District Eligible Affected Creditors.

26. At the District Creditors' Meeting, the Chair shall direct a vote by the District Eligible Affected Creditors on the resolution substantially in the form attached hereto as **Schedule "5"** to approve the District Plan (the "Resolution") by way of written ballot.

27. If the Resolution is approved in accordance with the terms of this District Meeting Order, the Resolution shall be ratified and given full force and effect in accordance with the provisions of this District Meeting Order, the CCAA, the Information Package and any further Order of this Court, notwithstanding the provisions of any agreement or other instrument to the contrary.

28. The Monitor may appoint scrutineers (the "Scrutineers") for the supervision and tabulations of the attendance, quorum, and votes cast at the District Creditors' Meeting. A person or persons designated by the Monitor shall act as secretary (the "Secretary") at the District Creditors' Meeting and shall tabulate all votes made at the District Creditors' Meeting and by way of Election Letter.

29. The result of any vote conducted at the District Creditors' Meeting and by way of Election Letter shall be binding upon each and every Affected Creditor, whether or not such Affected Creditor was present or voted at the District Creditors' Meeting or by Election Letter, without prejudice to such Affected Creditor's ability to oppose the District Plan at the Sanction Hearing.

30. Following the vote at the District Creditors' Meeting, the Monitor shall tally the votes cast at the District Creditors' Meeting and by Election Letter, and determine whether the District Plan has achieved the Required Majority.

31. The Monitor shall file its report to this Court by no later than 7 business days after the day the District Creditors' Meeting occurs with respect to whether the District Plan has achieved the Required Majority.

#### **VOTING BY PROXY**

32. All Proxies submitted in respect of the District Creditors' Meeting (or any adjournment thereof) shall be in substantially the form attached to this Order as **Schedule "2"** or in such other form as is acceptable to the Monitor or the Chair.

33. A District Eligible Affected Creditor wishing to appoint a Proxy to represent such District Eligible Affected Creditor at the District Creditors' Meeting (or any adjournment thereof) may do so by inserting such person's name in the blank space provided on the form of Proxy and sending the completed form to the Monitor by email to [josithole@deloitte.ca](mailto:josithole@deloitte.ca), or if the completed form cannot be sent by email, it shall be sent by regular mail, facsimile or courier to:

Deloitte Restructuring Inc.  
700 Bankers Court  
850-2<sup>nd</sup> Street S.W.  
Calgary, Alberta T2P 0R8  
Attention: Joseph Sithole  
Fax: 403-718-3681

34. A Proxy must be received by the Monitor by 5:00 p.m. (Calgary time) on the last Business Day preceding the date set for the District Creditors' Meeting or any adjournment thereof, or delivered by hand to the Chair prior to the commencement of the District Creditors' Meeting (or commencement of an adjourned District Creditors' Meeting in case of adjournment). After commencement of the District Creditors' Meeting (or commencement of an adjourned District Creditors' Meeting in case of adjournment), no Proxies shall be accepted by the Monitor.

35. The following shall govern the submission of Proxies and any deficiencies in respect of the form or substance of Proxies filed with the Monitor:

- (a) a District Eligible Affected Creditor who has given a Proxy may revoke it as to any matter on which a vote has not already been cast pursuant to its authority, by an instrument in writing executed by such District Eligible Affected Creditor or by its attorney, duly authorized in writing, or if a District Eligible Affected Creditor is not an individual, by an officer or legal counsel thereof duly authorized, and deposited with the Monitor as provided in paragraph 33;
- (b) if the Proxy is not dated in the space provided, it shall be deemed to be dated on the date it is received by the Monitor;

- (c) a Proxy submitted by a District Eligible Affected Creditor that bears or is deemed to bear a later date than an earlier Proxy submitted by such District Eligible Affected Creditor shall be deemed to revoke the earlier Proxy;
- (d) if more than one valid Proxy for the same District Eligible Affected Creditor and bearing or deemed to bear the same date are received by the Monitor with conflicting instructions, such Proxies shall not be counted for the purposes of the vote;
- (e) the person named in the Proxy shall vote the District Eligible Affected Creditor's Claim in accordance with the direction of the District Eligible Affected Creditor appointing such person on any ballot or show of hands that may be called for;
- (f) a Proxy confers a discretionary authority upon the person named therein with respect to amendments or variations to the matters identified in the notices of the District Creditors' Meeting and in the District Plan, and with respect to other matters that may properly come before the District Creditors' Meeting;
- (g) the Monitor in consultation with the District is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any Proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed in connection therewith;
- (h) if one or more valid Proxies and one or more valid Election Letters are both received from a District Eligible Affected Creditor:
  - a. the Proxy or Election Letter, as the case may be, that bears or is deemed to bear the latest date shall be counted for purposes of the vote; and
  - b. if all such valid Proxies and valid Election Letters bear or are deemed to bear the same date, none of the Proxies or Election Letters shall be counted for purposes of the vote.

#### **VOTING BY ELECTION LETTER**

36. A District Eligible Affected Creditor wishing to vote by Election Letter shall be entitled to submit an Election Letter in the form attached to this Order as **Schedule "3"** or in such other form as is acceptable to the Monitor. An Election Letter shall be voted in accordance with the instructions stated in the Election Letter notwithstanding any modification of or amendment to the District Plan that may be made in accordance with the District Plan.

37. In the event that the District Plan is amended subsequent to the Monitor receiving an Election Letter, and if the Monitor determines that it is not appropriate to rely upon such an Election Letter in light of the amendment made, the Monitor shall take any steps that it deems necessary, which may include seeking advice and direction from the Court.

38. A District Eligible Affected Creditor wishing to vote by Election Letter may do so by completing the Election Letter and sending the completed form to the Monitor by email to [josithole@deloitte.ca](mailto:josithole@deloitte.ca), or if the completed form cannot be sent by email, it shall be sent by regular mail, facsimile or courier to:

Deloitte Restructuring Inc.  
700 Bankers Court  
850-2<sup>nd</sup> Street S.W.  
Calgary, Alberta T2P 0R8  
Attention: Joseph Sithole  
Fax: 587-293-3203

39. An Election Letter must be received by the Monitor by 5:00 p.m. (Calgary time) on the last Business Day preceding the date set for the District Creditors' Meeting or any adjournment thereof. After commencement of the District Creditors' Meeting (or commencement of an adjourned District Creditors' Meeting in case of adjournment), no Election Letters shall be accepted by the Monitor.

40. The following shall govern the submission of Election Letters and any deficiencies in respect of the form or substance of Election Letters filed with the Monitor:

- (a) if the Election Letter is not dated in the space provided, it shall be deemed to be dated on the date it is received by the Monitor;
- (b) an Election Letter submitted by a District Eligible Affected Creditor that bears or is deemed to bear an earlier date than a later Election Letter submitted by such District Eligible Affected Creditor shall be discarded;
- (c) if more than one valid Election Letter for the same District Eligible Affected Creditor and bearing or deemed to bear the same date are received by the Monitor with conflicting instructions, such Election Letters shall not be counted for the purposes of the vote; and
- (d) the Monitor in consultation with the District is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any Election Letter is completed and executed, and may waive

strict compliance with the requirements in connection with the deadlines imposed in connection therewith.

## **MINORS**

41. If a District Eligible Affected Creditor is a minor in their Province or State of Residence, then the guardian of the property of the minor shall be entitled to take all necessary steps under the District Plan on behalf of the minor upon the guardian providing documentation satisfactory to the Monitor that the guardian is the guardian of the property of the minor, and upon the guardian filling out and providing to the Monitor, the form attached as **Schedule "6"**.

## **HEARING FOR SANCTION OF THE PLAN**

42. If the District Plan achieves the Required Majority, the District shall seek Court approval of the District Plan at a motion for the Sanction Order, which motion date shall be set at a reasonable time after the District Creditors' Meeting (the "Sanction Hearing").

43. Any party who wishes to oppose the motion for final sanctioning of the District Plan shall serve upon the lawyers for both the Applicants and the Monitor, and upon all other parties on the service list attached to this Order, by not later than 12:00 p.m. (noon) (Calgary time) one week before the Sanction Hearing, a copy of the materials to be used to oppose the motion for approval of the District Plan, setting out the basis for such opposition.

## **GENERAL**

44. The Monitor in consultation with the District may, in its discretion, generally or in individual circumstances, waive in writing the time limits imposed on any District Eligible Affected Creditor under this District Meeting Order if the Monitor, in consultation with the District deems it advisable to do so, without prejudice to the requirement that all other District Eligible Affected Creditors must comply with this District Meeting Order.

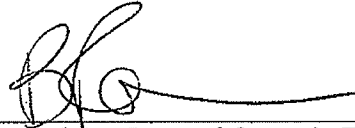
45. If any deadline set out in this District Meeting Order falls on a day other than a Business Day, the deadline shall be extended to the next Business Day.

46. Notwithstanding the terms of this District Meeting Order, the District or the Monitor may apply to this Court from time to time for such further orders as it considers necessary or desirable to amend, supplement or replace this District Meeting Order.

**EFFECT, RECOGNITION AND ASSISTANCE OF OTHER COURTS**

47. This District Meeting Order and any other Order in this proceeding shall have full force and effect in all provinces and territories in Canada and abroad and as against all persons against whom it may otherwise be enforceable.

48. The Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this District Meeting Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this District Meeting Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this District Meeting Order, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this District Meeting Order.



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Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "1" – NOTICE OF DISTRICT CREDITORS' MEETING**

COURT FILE NUMBER            1501-00955

COURT                            COURT OF QUEEN'S BENCH  
OF ALBERTA

                                      IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE            CALGARY

                                      IN THE MATTER OF THE *COMPANIES'*  
*CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, as amended

APPLICANTS                    LUTHERAN CHURCH – CANADA, THE  
ALBERTA – BRITISH COLUMBIA DISTRICT,  
ENCHARIS COMMUNITY HOUSING AND  
SERVICES, ENCHARIS MANAGEMENT AND  
SUPPORT SERVICES, AND LUTHERAN  
CHURCH – CANADA, THE ALBERTA – BRITISH  
COLUMBIA DISTRICT INVESTMENTS LTD.

DOCUMENT                    **NOTICE OF DISTRICT CREDITORS' MEETING**

Capitalized terms used and not otherwise defined in this Notice are as defined in the District Meeting Order dated March 21, 2016 and the District Plan, dated February 12, 2016 as amended and filed on \_\_\_\_\_, 2016.

**NOTICE IS HEREBY GIVEN THAT:**

1. The Plan of Compromise and Arrangement of the District, dated February 12, 2016 as amended (and as may be amended from time to time, the "District Plan") was filed pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA") with the Alberta Court of Queen's Bench (the "Court") on \_\_\_\_\_, 2016. The District Plan contemplates the compromise of the rights and claims of the District's Affected Creditors (as defined in the District Plan).
2. Important documents which you should review in consideration of the District Plan are enclosed with this Notice and include the District Plan, the District Meeting Order, the Monitor's Report, the form of Proxy, the Election Letter, and the Notice of Opting Out (the "Information Package") and are also available from the website of the Monitor, Deloitte Restructuring Inc (the "Monitor") ([www.insolvencies.deloitte.ca](http://www.insolvencies.deloitte.ca)). If you are

unable to access this website, you may obtain a copy of the Information Package by contacting the Monitor by email at [josithole@deloitte.ca](mailto:josithole@deloitte.ca) or by telephone at 587-293-3203. Details of the District Plan and the distributions to be made thereunder to creditors are more fully described in the Monitor's Report enclosed in the Information Package. You should review the Information Package carefully.

3. The District may vary, modify, amend, or supplement the District Plan in accordance with the provisions described in the District Plan and the District Meeting Order.
4. The Order of the Court dated March 21, 2016 (the "District Meeting Order") established the procedures for the District to call, hold and conduct a meeting of its creditors (the "District Creditors' Meeting") to consider and vote on the District Plan. For the purpose of considering and voting on the District Plan, and receiving distributions thereunder, the Affected Claims of the District Affected Creditors shall be grouped into a single class under the District Plan.
5. The District Creditors' Meeting will be held at the following date, time and locations:

Date: May 14, 2016  
Time: 10:00 am  
Location: Macleod Hall, Telus Convention Centre, 120-9<sup>th</sup> Avenue S.E., Calgary, Alberta

6. Only those creditors with an Eligible Affected Claim, as defined under the District Plan (or their respective proxyholders), the District directors, the Monitor, the Applicants' legal counsel, the Monitor's legal counsel, members of the Creditors' Committees, and the legal counsel for the Creditors' Committees will be eligible to attend the District Creditors' Meeting and vote on the District Plan. Holders of an Unaffected Claim (as defined in the District Plan) will not be entitled to attend and vote at the District Creditors' Meeting.

Any Eligible Affected Creditor who is unable to attend the District Creditors' Meeting may vote by Proxy. Further, any Eligible Affected Creditor who is not an individual may only attend and vote at the District Creditors' Meeting if a proxyholder has been appointed to act on its behalf at the District Creditors' Meeting.

Proxies, once duly completed, dated and signed, must be sent by email to the Monitor, or if cannot be sent by email, delivered to the Monitor at the address of the Monitor as set out on the Proxy form. Proxies must be received by the Monitor by no later than 5:00 p.m. (Calgary time) on the last Business Day preceding the date set for the District Creditors' Meeting or any adjournment thereof. Proxies may also be delivered by hand



to the Chair prior to the commencement of the District Creditors' Meeting. After commencement of the District Creditors' Meeting, no Proxies can be accepted by the Monitor.

Any Eligible Affected Creditor who is unable to attend the District Creditors' Meeting may also vote by Election Letter.

Election Letters, once duly completed, dated and signed, must be sent by email to the Monitor, or if cannot be sent by email, delivered to the Monitor at the address of the Monitor as set out on the Election Letter form. Election Letters must be received by the Monitor by no later than 5:00 p.m. (Calgary time) on the last Business Day preceding the date set for the District Creditors' Meeting or any adjournment thereof.

7. If the District Plan achieves the Required Majority (as defined below) at the District Creditors' Meeting, the District shall seek approval of the District Plan by the Court at an application for the Sanction Order, which application shall be set a reasonable time after the District Creditors' Meeting (the "Sanction Hearing"). Any person wishing to oppose the application for the Sanction Order must serve upon the lawyers for both the District and the Monitor as well as those parties listed on the service list, which was attached to the District Meeting Order, as posted on the Monitor's website, by not later than 12:00 p.m. (noon) (Calgary time) one week before the Sanction Hearing, a copy of the materials to be used to oppose the motion for approval of the District Plan, setting out the basis for such opposition.
8. In order for the District Plan to become effective:
  - (a) the District Plan must be approved at the District Creditors' Meeting by the affirmative vote of a majority in number, representing not less than two-thirds in value of the voting claims of Eligible Affected Creditors, in person, by Proxy, or by Election Letter (this constituting the "Required Majority");
  - (b) the District Plan must be sanctioned by the Court; and
  - (c) the conditions to the implementation of the District Plan as set out in the District Plan must be satisfied or waived.

**SCHEDULE "2" – FORM OF PROXY**

|                   |   |
|-------------------|---|
| COURT FILE NUMBER | 1501-00955  |
| COURT             | COURT OF QUEEN'S BENCH OF ALBERTA   |
| JUDICIAL CENTRE   | CALGARY   |
| DOCUMENT          | PROXY FOR THE DISTRICT PLAN   |
| APPLICANTS        | LUTHERAN CHURCH – CANADA, THE ALBERTA –<br>BRITISH COLUMBIA DISTRICT, ENCHARIS<br>COMMUNITY HOUSING AND SERVICES, ENCHARIS<br>MANAGEMENT AND SUPPORT SERVICES, AND<br>LUTHERAN CHURCH – CANADA, THE ALBERTA –<br>BRITISH COLUMBIA DISTRICT INVESTMENTS LTD. |

I, \_\_\_\_\_ of \_\_\_\_\_, a creditor in the above matter, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, (person you want to appoint) to be my proxyholder in the above matter, except as to the receipt of any distributions pursuant to the District Plan (with or without) power to appoint another proxyholder in his or her place.

The above named proxyholder shall attend on behalf of and act for me at the Creditors' Meeting to be held in connection with the District Plan and at any and all adjournments, postponements or other rescheduling of the Creditors' Meeting, and vote the amount of my Claim(s) as follows:

1. (mark one only):

- Vote **FOR** approval of the resolution to accept the Plan; or
- Vote **AGAINST** approval of the resolution to accept the Plan.

**IF A BOX IS NOT MARKED AS A VOTE FOR OR AGAINST APPROVAL OF THE PLAN, THEN THE PROXYHOLDER SHALL VOTE AT HIS/HER DISCRETION.**

and

2. Vote at his/her discretion and otherwise act for and on behalf of me with respect to any amendments or variations to the matters identified in the notice of the Creditors' Meeting and in the District Plan, and with respect to other matters that may properly come before the Creditors' Meeting.

THIS PROXY, ONCE DULY COMPLETED, DATED AND SIGNED, MUST BE SENT TO THE MONITOR BY EMAIL, MAIL, FACSIMILE TRANSMISSION OR COURIER, AND RECEIVED BY THE MONITOR BY NO LATER THAN 5:00 P.M. (CALGARY TIME) ON \_\_\_\_\_, 2016 OR SUCH LATER DATE AS MAY BE THE LAST BUSINESS DAY PRIOR TO THE DATE THE CREDITORS' MEETING HAS BEEN ADJOURNED TO, OR DELIVERED BY HAND TO THE CHAIR OF THE DISTRICT CREDITORS' MEETING PRIOR THE COMMENCEMENT OF THE CREDITORS' MEETING. AFTER COMMENCEMENT OF THE CREDITORS' MEETING (OR ANY ADJOURNMENT THEREOF), NO PROXIES CAN BE ACCEPTED BY THE MONITOR.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor

\_\_\_\_\_  
Name and Title of Signing Officer

Return to:

Deloitte Restructuring Inc., Monitor  
700 Bankers Court, 850 -- 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 0R8

Phone: (403) 267-1777 Fax: (403) 718-3681  
Email: CalgaryRestructuring@deloitte.ca

**Schedule "3" – Election Letter**

|                   |   |
|-------------------|---|
| COURT FILE NUMBER | 1501-00955  |
| COURT             | COURT OF QUEEN'S BENCH OF ALBERTA   |
| JUDICIAL CENTRE   | CALGARY   |
| DOCUMENT          | ELECTION LETTER FOR DISTRICT PLAN   |
| APPLICANTS        | LUTHERAN CHURCH – CANADA, THE ALBERTA –<br>BRITISH COLUMBIA DISTRICT, ENCHARIS<br>COMMUNITY HOUSING AND SERVICES, ENCHARIS<br>MANAGEMENT AND SUPPORT SERVICES, AND<br>LUTHERAN CHURCH – CANADA, THE ALBERTA –<br>BRITISH COLUMBIA DISTRICT INVESTMENTS LTD. |

**THIS ELECTION LETTER SHALL BE VOTED IN ACCORDANCE WITH THE INSTRUCTIONS STATED BELOW EVEN THOUGH THE PLAN PRESENTED BY THE DISTRICT MAY BE MODIFIED OR AMENDED IN ACCORDANCE WITH THE TERMS OF THE DISTRICT PLAN BEFORE OR AT THE DISTRICT CREDITORS' MEETING, OR AFTER THE CREDITORS' MEETING WITH THE APPROVAL OF THE COURT. SUCH AMENDMENT, MODIFICATION OR SUPPLEMENT WOULD BE LIMITED TO ADMINISTRATIVE NATURE THAT IS NOT ADVERSE TO THE FINANCIAL OR ECONOMIC INTERESTS OF ANY OF THE DISTRICT AFFECTED CREDITORS UNDER THE DISTRICT PLAN AND IS NECESSARY IN ORDER TO GIVE BETTER EFFECT TO THE SUBSTANCE OR IMPLEMENTATION OF THE DISTRICT PLAN OR THE SANCTION ORDER.**

**Voting**

I, \_\_\_\_\_ a creditor (or I \_\_\_\_\_, representative of \_\_\_\_\_, a creditor), in the above matter for the sum of \$\_\_\_\_\_ hereby request the Monitor to record my vote respecting the District Plan as made on February 12, 2016 as amended and filed on \_\_\_\_\_, 2016 as follows:

(mark one only):

- Vote **FOR** approval of the resolution to accept the Plan; or
- Vote **AGAINST** approval of the resolution to accept the Plan.

**IF A BOX IS NOT MARKED AS A VOTE FOR OR AGAINST APPROVAL OF THE PLAN, YOUR VOTE SHALL BE DEEMED TO BE A VOTE FOR APPROVAL OF THE PLAN.**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor OR Minor

\_\_\_\_\_  
Name and Title of Signing Officer OR Guardian

Return to:

Deloitte Restructuring Inc., Monitor  
700 Bankers Court, 850 – 2<sup>nd</sup> Street SW  
Calgary, AB T2P 0R8  
Phone: (403) 267-1777 Fax: (403) 718-3681  
Email: CalgaryRestructuring@deloitte.ca

**SCHEDULE "4" – FORM OF NEWSPAPER NOTICE****NOTICE IS HEREBY GIVEN THAT:**

1. The Plan of Compromise and Arrangement of Lutheran Church – Canada, the Alberta – British Columbia District ("the District"), dated February 12, 2016 as amended (and as may be amended from time to time, the "District Plan") was filed pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA") with the Alberta Court of Queen's Bench (the "Court") on \_\_\_\_\_, 2016. The District Plan contemplates the compromise of the rights and claims of the District's Affected Creditors (as defined in the District Plan).
2. Important documents which you should review in consideration of the District Plan include the District Plan, the District Meeting Order, the Monitor's Report, the form of Proxy, the Election Letter, and the Notice of Opting Out (the "Information Package"). The Information Package is available on the website of the Monitor, Deloitte Restructuring Inc. (the "Monitor") at [www.insolvencies.deloitte.ca](http://www.insolvencies.deloitte.ca). If you are unable to access this website, you may obtain a copy of the Information Package by contacting the Monitor by email at [josithole@deloitte.ca](mailto:josithole@deloitte.ca) or by telephone at 587-293-3203.
3. The District may vary, modify, amend, or supplement the District Plan in accordance with the provisions described in the District Plan and the District Meeting Order.
4. The Order of the Court dated March 21, 2016 (the "District Meeting Order") established the procedures for the District to call, hold and conduct a meeting of its creditors (the "District Creditors' Meeting") to consider and vote on the District Plan. For the purpose of considering and voting on the District Plan, and receiving distributions thereunder, the Affected Claims of the District Affected Creditors shall be grouped into a single class under the District Plan.
5. The District Creditors' Meeting will be held at the following date, time and location:  

|           |   |
|-----------|---|
| Date:     | May 14, 2016  |
| Time:     | 10:00 a.m.  |
| Location: | Macleod Hall, Telus Convention Centre, 120-9 <sup>th</sup> Avenue S.E., Calgary,<br>Alberta |
6. Only those creditors with an Eligible Affected Claim, as defined under the District Plan (or their respective proxyholders), the District directors, the Monitor, the Applicants' legal counsel, the Monitor's legal counsel, members of the Creditors' Committees, and the legal counsel for the Creditors' Committees will be eligible to attend the District

Creditors' Meeting and vote on the District Plan. Holders of an Unaffected Claim (as defined in the District Plan) will not be entitled to attend and vote at the District Creditors' Meeting.

Any Eligible Affected Creditor who is unable to attend the District Creditors' Meeting may vote by Proxy. Further, any Eligible Affected Creditor who is not an individual may only attend and vote at the District Creditors' Meeting if a proxyholder has been appointed to act on its behalf at the District Creditors' Meeting.

Proxies, once duly completed, dated and signed, must be sent by email to the Monitor, or if cannot be sent by email, delivered to the Monitor at the address of the Monitor as set out on the Proxy form. Proxies must be received by the Monitor by no later than 5:00 p.m. (Calgary time) on the last Business Day preceding the date set for the District Creditors' Meeting or any adjournment thereof. Proxies may also be delivered by hand to the Chair prior to the commencement of the District Creditors' Meeting. After commencement of the District Creditors' Meeting, no Proxies can be accepted by the Monitor.

Any Eligible Affected Creditor who is unable to attend the District Creditors' Meeting may also vote by Election Letter.

Election Letters, once duly completed, dated and signed, must be sent by email to the Monitor, or if cannot be sent by email, delivered to the Monitor at the address of the Monitor as set out on the Election Letter form. Election Letters must be received by the Monitor by no later than 5:00 p.m. (Calgary time) on the last Business Day preceding the date set for the District Creditors' Meeting or any adjournment thereof.

7. If the District Plan achieves the Required Majority (as defined below) at the District Creditors' Meeting, the District shall seek approval of the District Plan by the Court at an application for the Sanction Order, which application shall be heard on a date to be scheduled (the "Sanction Hearing"). Any person wishing to oppose the application for the Sanction Order must serve upon the lawyers for both the District and the Monitor as well as those parties listed on the service list, which was attached to District Meeting Order, as posted on the Monitor's website, by not later than 12:00 p.m. (noon) (Calgary time) one week before the Sanction Hearing, a copy of the materials to be used to oppose the motion for approval of the District Plan, setting out the basis for such opposition.

8. In order for the District Plan to become effective:

- (a) the District Plan must be approved at the District Creditors' Meeting by the affirmative vote of a majority in number, representing not less than two-thirds in value of the voting claims of Eligible Affected Creditors, in person, by Proxy, or by Election Letter (this constituting the "Required Majority");
- (b) the District Plan must be sanctioned by the Court; and
- (c) the conditions to the implementation of the District Plan as set out in the District Plan must be satisfied or waived.

Dated at Calgary, Alberta on \_\_\_\_\_, 2016.



**SCHEDULE "5" – FORM OF RESOLUTION**

WHEREAS Lutheran Church – Canada, the Alberta – British Columbia District ("the District") has made an application pursuant to the *Companies' Creditors Arrangement Act* ("CCAA") to reorganize its affairs for the benefit of its creditors;

AND WHEREAS the District filed a plan of arrangement under the CCAA with respect to its creditors on \_\_\_\_\_, 2016 as amended (the "District Plan");

AND WHEREAS the creditors of the District (the "District Creditors") have considered the District Plan and such other material and information as they, in their individual discretion, feel is necessary and appropriate to consider;

AND WHEREAS the District Creditors understand that should the District Plan be sanctioned by the Court of Queen's Bench, it will be binding upon all of the District Creditors, subject to the conditions precedent and other terms and conditions set out more fully in the District Plan;

AND WHEREAS the District Creditors wish to agree to the proposed compromises and arrangements set out in the District Plan;

THE DISTRICT CREDITORS RESOLVE THAT:

1. The District Plan be and hereby is agreed to and accepted by the District Creditors in accordance with its terms.
2. The Court of Queen's Bench of Alberta be requested to sanction the District Plan.

**Schedule « 6 » - Minors' Form**

1 This form relates to the minor, \_\_\_\_\_ (name of minor), who was born on \_\_\_\_\_ (day, month, year).

2 I am the minor's guardian because I am

- the minor's mother or father
- appointed guardian by the deed or will of the minor's parent, \_\_\_\_\_ (name of parent), who is now deceased.
- appointed guardian by a court order dated \_\_\_\_\_ (date of guardianship order).

3 I have the power and responsibility to make day-to-day decisions affecting the minor.

4 I request the \_\_\_\_\_ (name of person or organization) to deliver to me, to hold as trustee for the minor, money or other property of a total value of \$\_\_\_\_\_ that \_\_\_\_\_ (name of person or organization) is holding for the minor.

Date \_\_\_\_\_  
Guardian's Signature \_\_\_\_\_  
Witness \_\_\_\_\_