APPENDIX A

2014 Memorandum of Understanding
and 2017 Memorandum of Agreement

THIS PAGE LEFT INTENTIONALLY BLANK

Schedule A

Memorandum of Understanding

Sturgeon County and the City of St. Albert
Principles for Sub-Regional Planning and Boundary Discussions

We, Sturgeon County and the City of St. Albert have come together, working in the spirit of co-operation and collaboration, for the mutual benefit of the City St. Albert and Sturgeon County. In particular, our focus is on those lands adjacent to the shared boundary of the municipalities and within the area defined as the Capital Region Board's Priority Growth Area "B" (PGA).

Both municipalities are committed to the development of strong, vibrant and sustainable communities, which includes pursuing mutually beneficial activities.

In general terms, Sturgeon County and the City of St. Albert:

1) Will work together to enable orderly and effective decision-making regarding infrastructure, lands and boundaries;

2) Will work together in a manner which respects the rights of landowners;

3) Are committed to the policies and principles of the Capital Region Growth Plan, and to compliance with all statutes and regulations of the Province of Alberta;

4) Are committed to timely, seamless and cost effective design and delivery of mutually supported infrastructure for mutual benefit;

5) Agree that the cost of mutually beneficial growth is ultimately to be funded by growth itself and that the municipality(ies) incurring costs for such infrastructure shall be reimbursed from the benefitting parties;

6) Recognize that development within the PGA area requires further statutory planning and consultation, and that formal approval of both municipalities is required prior to new multi-lot developments within the PGA;

7) Will jointly and positively communicate with the public regarding the progress of their collaborative efforts;

8) Shall conduct periodic reviews of their shared boundary that consider a delineation between urban and rural built form, municipal servicing requirements and costs, and other considerations as required;

9) Acknowledge that the City St. Albert is in the best position to provide for the development and servicing of higher density urban built form as a natural extension of the city;

10) Acknowledge that Sturgeon County is in the best position to provide for the development and servicing of lower density rural built form; and

11) Agree that funding to develop opportunities will continue to be jointly pursued through provincial or federal grant programs where possible, or through internal resources as required.

Memorandum of Agreement

made as of the 28 day of Feb, 2017

BETWEEN:

THE CITY OF ST. ALBERT

- and -

STURGEON COUNTY

WHEREAS:

i. The City of St. Albert and Sturgeon County have acknowledged that together they need to collaborate on sustainable growth as regional partners;

ii. Sturgeon County and the City of St. Albert are committed to the development of strong, vibrant and sustainable communities, which includes pursuing mutually beneficial activities;

iii. Sturgeon County and the City of St. Albert signed a Memorandum of Understanding on November 25, 2014, which includes in general terms, that both municipalities:

- Will work together to enable orderly and effective decision-making regarding infrastructure, lands and boundaries;
- Will work together in a manner which respects the rights of landowners;
- Are committed to the policies and principles of the Capital Region Growth Plan, and to compliance with all statutes and regulations of the Province of Alberta;
- Are committed to timely, seamless and cost effective design and delivery of mutually supported infrastructure for mutual benefit;
- Agree that the cost of mutually beneficial growth is ultimately to be funded by growth itself and that the municipality(ies) incurring costs for such infrastructure shall be reimbursed from the benefitting parties;
- Recognize that development within the PGA area requires further statutory planning and consultation, and that formal approval of both municipalities is required prior to new multi-lot developments within the PGA ;
- Acknowledge that the City of St. Albert is in the best position to provide for the development and servicing of higher density urban built form as a natural extension of the City;
- Acknowledge that Sturgeon County is in the best position to provide for the development and servicing of lower density rural built form; and
- Agree that funding to develop opportunities will continue to be jointly pursued through provincial or federal grant programs where possible, or through internal resources as required.

iv. Through the Joint Growth Boundary Study, Sturgeon County and the City of St. Albert agreed to the following "Right Growth Principles" for the sub-region in priority order:

- Financial Responsibility: Create a growth strategy that is fiscally responsible, equitable, and creates full cost recovery for new development. Continue to collaborate on joint provincial and federal grant programs to fund growth and development.
- Infrastructure Efficiency: Work together to enable orderly and cost effective services to the mutual benefit of both communities.
- Boundary Definition: Create growth boundaries that combine natural and man-made limits while respecting the rights of landowners.
- Complete and Unique Communities in a Sub-Region: Acknowledge that the City of St. Albert is in the best position to provide development and servicing for higher density urban form while Sturgeon County is in the best position for providing development and servicing of lower density built form that together provide a diverse and rich sub-region.
- Community Character: Create a growth strategy that respects the urban, rural and transitional characters and histories of the two communities.
- Inform Region Policy: Plan within the PGA B growth boundary if possible but also consider Capital Region Policy Amendments if necessary to plan for the right and responsible growth for both municipalities.
- Time Horizon: Extend the growth planning time horizon to align with the Capital Region Growth Plan and plan for periodic reviews that consider, among other things, delineation between rural and built form especially in transition areas and municipal servicing requirements.
- Joint Communication: The City of St. Albert and Sturgeon County will jointly continue to communicate with the public regarding the progress of these collaborative efforts.
- Environmental Sensitivity: Conserve ecological systems, vistas and natural boundaries to create and even more integrated environmental system.

v. The Inter-municipal Affairs Committee established by the City of St. Albert and Sturgeon County passed the following motions as part of the Joint Growth Boundary Study process:

> That IASAG [Inter-municipal Affairs Strategic Advisory Group] bring forward to the October 26, 2016 IAC Meeting a proposed legally binding mechanism to provide certainty for the City of St. Albert regarding servicing of expanded lands.
>
> That IASAG bring forward to the October 26, 2016 IAC Meeting a recommendation for the most logical boundary to support St. Albert's economical servicing requirements of identified lands, consistent with the Right Growth Principles as approved by the Inter-municipal Affairs Committee (IAC) on June 29, 2016.
>
> That the IAC direct the IASAG to develop a draft agreement related to a process for negotiating a boundary adjustment for the February 8, 2017 IAC Meeting, as discussed In-Camera.

vi. The City of St. Albert has plans to propose an annexation of lands within Sturgeon County to allow it to:

- Plan for future growth consistent with the Capital Region Board Growth Plan; and
- Achieve economical servicing requirements.

vii. With respect to annexation, the key strategic interests of the City of St. Albert and Sturgeon County are summed up generally as follows:

- City of St. Albert: to be able to plan for future growth consistent with the Capital Region Board Growth Plan and to achieve economical servicing requirements.

- Sturgeon County: to secure the City of St. Albert's support for a land use plan, including the determination of an effective density for the Sturgeon Valley Special Study Area; and to negotiate joint servicing options outside of the annexed lands.

NOW THEREFORE, by mutual covenant of the Parties hereto it is agreed as follows:

A. DEFINITIONS

1. Hereunder, unless expressly indicated or implied by context:
   a. "IAC" means the Inter-municipal Affairs Committee;
   b. "MGA" means the *Municipal Government Act* RSA 2000 c.M-26, as amended from time to time;
   c. "MOA" means this Memorandum of Agreement between the City of St. Albert and Sturgeon County;
   d. "Municipal Services" means services related to infrastructure listed in section 648(2) of the MGA and other services provided by a municipality as designated by the parties;
   e. "Negotiating Committee" means the annexation negotiating committee established hereunder;
   f. "Parties" means the City of St. Albert and Sturgeon County;
   g. "Sturgeon Valley Special Study Area" means the land-use planning requirements for the Sturgeon Valley area, mandated through the Edmonton Metropolitan Region Growth Plan, to be led by Sturgeon County and supported by the City of St. Albert and City of Edmonton.
   h. "Sub-region" means the land collectively contained within the boundaries of the City of St. Albert and Sturgeon County;

B. INTERPRETATION

2. The preamble is incorporated as an integral part of this MOA.
3. Appendix 1, attached to and forming a part of this MOA, depicts the agreed-upon maximum potential boundary for the purposes of the City of St. Albert's annexation application.
4. This Agreement may be amended by mutual written consent of both parties.

C. NEGOTIATING COMMITTEE

5. The Parties agree to create a recommending body known as the Negotiating Committee, a sub-committee of the IAC.
6. The Negotiating Committee will:
    a. Consist of the Chief Administrative Officers of each municipality and two (2) elected members of each municipal council, to be nominated by each council;
    b. Have administrative and advisory support as appointed at the discretion of the Chief Administrative Officers of each municipality as well as any expert resources the Negotiating Committee deems necessary;
    c. Begin its work once the City of St. Albert files its intent to annex with the Municipal Government Board;
    d. Meet on an as required basis. The meetings will be facilitated by a third party, take place In-Camera and the parties will negotiate in good faith;
    e. Refer reports and recommendations to the IAC for consideration;
    f. Name a Chair who will provide regular updates to the IAC on the Negotiating Committee's progress; and
    g. Develop a workplan to be shared with the IAC, which includes milestones, deliverables and timelines.
7. The mandate of the Negotiating Committee is to examine and discuss the following issues:
    i. The nature of the City of St. Albert's support for a land use plan for the Sturgeon Valley Special Study Area;
    ii. Joint servicing options outside of the annexed lands;
    iii. The establishment of "transition area(s)" and planning principles for those areas. Transition areas are designated areas that share a border with both municipalities. The land use planning in such areas will take into account and respect the nature and character of both communities;
    iv. Annexation principles and the City of St. Albert's intended timing;
    v. Studies and information arising from the annexation application, including but not limited to: fiscal impact analyses, growth projections, servicing plans and environmental analyses;
    vi. Public engagement plans and the results of engagement with public and stakeholders. (Engagement of public and stakeholders will be the responsibility of the City of St. Albert);
    vii. Transition of lands from one jurisdiction to the other and implications for landowners and residents; and
    viii. Other issues as identified by the IAC and/or the Negotiating Committee.

8. The Parties acknowledge that all Negotiating Committee discussions are "without prejudice" and non-binding, and that each Council reserves final decision-making authority. However, pursuant to the Negotiating Committee's general mandate, the Negotiating Committee shall work towards recommendations based on agreement on the following key annexation framework elements:

    i. the specific land to be annexed;

    ii. that Sturgeon County will retain Pro North industrial area north of Township 544;

    iii. compensation to Sturgeon County;

    iv. that the City of St. Albert should have the ability to support the proposed growth in Municipal Services;

    v. that, subject to any mutually agreed upon servicing agreements, vis-à-vis the Parties, upon the effective date of the annexation the City of St. Albert should be responsible for the provision, direction, control and management of Municipal Services within the annexed land, including the liabilities that arise therefrom;

    vi. that the City of St. Albert should ensure protection from mill rate increases for a set period after the effective date of the annexation to lessen the impacts of the annexation on impacted landowners;

    vii. that development of the proposed annexed lands will be subject to Sturgeon County's Municipal Development Plan (MDP) until the City of St. Albert updates its MDP to include the annexed lands to provide stability and predictability for landowners and developers;

    viii. that all development or subdivision applications pending as of the effective date of the annexation should be managed by the City of St. Albert, but be assessed in accordance with Sturgeon County's current MDP until such time as the City of St. Albert updates its MDP to include the annexed lands;

    ix. that impacts to major transportation systems should be addressed;

    x. that the City of St. Albert should not seek further annexations from Sturgeon County for a set period of time, or based on a set of agreed upon triggers;

    xi. that it would be desirable and beneficial to jointly plan growth within "transition areas"; and

    xii. that any future annexations and negotiations, subject to Ministerial Order, will be undertaken in accordance with the principles of this framework.

D. COSTS

9. The City of St. Albert shall be solely responsible for the costs associated with the work of the Negotiating Committee, which costs shall include:

    a. Fees for expert resources, including a facilitator for the Negotiating Committee;

    b. Expenses for hosting Negotiating Committee meetings; and

c. Any fees or expenses associated with required studies, research and/or public engagement conducted under the direction of the Negotiating Committee.

E. CONFIDENTIALITY

10. Subject to the operation of the *Freedom of Information and Protection of Privacy Act* RSA 2000 c.F-25, all communications in fulfillment of this Agreement are to remain confidential and without prejudice.

F. DISPUTE RESOLUTION

11. In the event a dispute arises with respect to this MOA, the IAC will meet and attempt to resolve the dispute.

G. CORRESPONDENCE

12. Written notice under this Agreement shall be addressed as follows:

    a. In the case of the City of St. Albert to:
    City of St. Albert
    c/o Chief Administrative Officer
    5 St Anne Street
    St. Albert, Alberta T8N 3Z9

    b. In the case of Sturgeon County to:
    Sturgeon County
    c/o Chief Administrative Officer
    9613-100 Street
    Morinville, Alberta T8R 1L9

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties as of the first day above written.

CITY OF ST ALBERT

Mayor

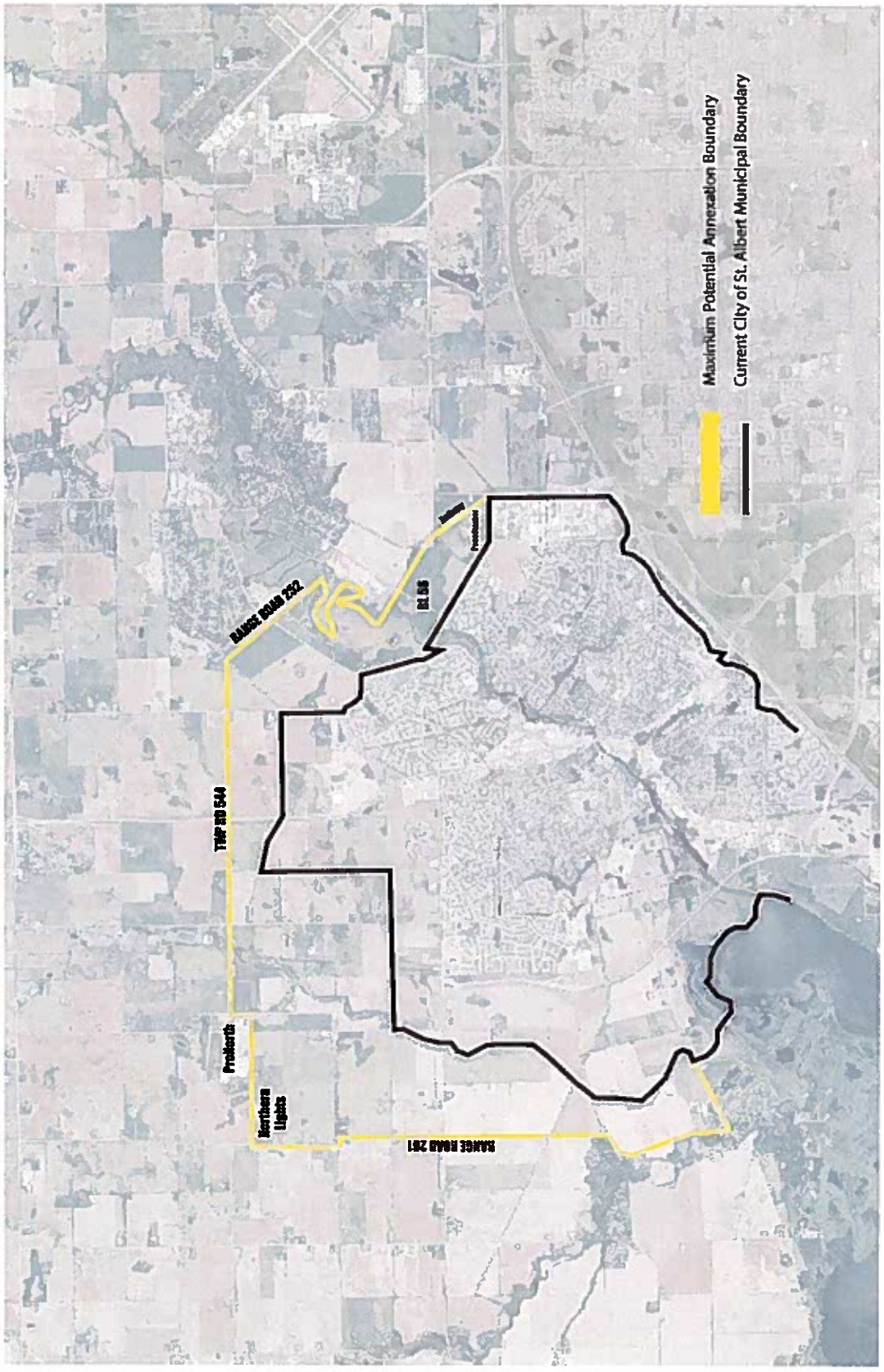
City Manager

STURGEON COUNTY

Mayor

Chief Administrative Officer

APPENDIX I: MAXIMUM POTENTIAL ANNEXATION BOUNDARY



THIS PAGE LEFT INTENTIONALLY BLANK