# APPENDIX C
2020 Annexation Agreement

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**THIS AGREEMENT first written as of the** 22nd **day of** September **2020.**

**BETWEEN:**

**THE CITY OF ST. ALBERT**
Being a municipal corporation in the Province of Alberta pursuant to the *Municipal Government Act*, R.S.A. 2000 Chapter M-26
(the "**City**")

- and -

**STURGEON COUNTY**
Being a municipal corporation in the Province of Alberta pursuant to the *Municipal Government Act*, R.S.A. 2000 Chapter M-26
(the "**County**")

**ANNEXATION AGREEMENT**

**WHEREAS:**

**A.** On February 28, 2017 the City and County signed a Memorandum of Agreement outlining maximum potential annexation area and the collaborative approach to be taken during the annexation negotiation process.

**B.** On June 15, 2017, the City gave notice to the County of the City's intention to annex from the County approximately 2180 hectares of land presently located within the boundaries of the County, pursuant to Section 116 of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26 (the "**Notice of Intention to Annex Lands**");

**C.** Pursuant to Section 117 of the *Municipal Government Act*, the City and the County met and conducted interest based negotiations to resolve issues related to the proposed annexation as well as other issues of concern to one or both of the Parties regarding the annexation of the lands identified in the Notice of Intention to Annex Lands;

**D.** Following extensive interest based negotiations, the City and the County executed a Memorandum of Agreement setting out the mutually beneficial principles of agreement reached in respect to annexation and other matters. This Memorandum of Agreement is attached to this Agreement as Schedule "F";

**E.** The City and the County have now reached an agreement in respect of the proposed annexation and other matters and desire to document the settlement by way of a formal agreement;

**NOW THEREFORE** in consideration of the mutual obligations and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the City and the County hereby agree as follows

## Part 1.0 Definitions

1. In this Agreement:

1.1 “Act” means the ***Municipal Government Act***, RSA 2000, Chapter M-26 as amended from time to time;

1.2 "Agreement" means the Annexation Agreement including the above preamble and all schedules attached to it;

1.3 "Annexation" means the incorporation of the Annexation Territory within the boundaries of the City;

1.4 "Annexation Application" means an annexation report filed by the City with the MGB pursuant to Section 118 of the Act;

1.5 "Annexation Order" means the Order in Council by the Lieutenant Governor of Alberta authorizing the annexation of the Annexation Territory within the boundaries of the City;

1.6 "Annexation Territory" means those lands located within the County shown on the map attached hereto as Schedule "A-1" and legally described in Schedule “A-2” attached hereto;

1.7 “Chief Administrative Officer” or “CAO” means a person appointed to a position under section 205 of the Act, or his or her designate;

1.8 "City" means The City of St. Albert, a municipal corporation in the Province of Alberta or the area within the corporate limits of the City, as the context requires.

1.9 "Compensation Amount" means the amount to be paid by the City to the County as compensation for the Annexation as detailed in Part 8.0;

1.10 "County" means the Sturgeon County, a municipal corporation in the Province of Alberta or the area within the corporate limits of the County, as the context requires;

1.11 "Effective Date of Annexation" means the later of:

(a) The earliest date specified in the Annexation Order on which the Annexation is to be effective; or
(b) The date on which the Lieutenant Governor in Council of the Province of Alberta authorizes the Annexation in Council;

1.12 "Notice of Intention to Annex" means a notice issued by the City to annex lands in accordance with Section 116 of the Act;

1.13 "Parties" means both the County and the City and "Party" means either the County or the City as the context requires;

1.14 “Public Utility Lot” has the meaning given to it under section 616 of the Act;

1.15 “Reserve” means those lands within the Annexation Territory which are designated environmental reserve, municipal reserve, school reserve or municipal and school reserve as defined and referred to within the Act and as more particularly described in Schedule “D”

## Part 2.0 Purpose

2.1 This Agreement between the Parties establishes:

(a) that the County supports the Annexation, and

(b) the terms and conditions under which the Parties agree that the Annexation shall occur.

## Part 3.0 Agreement by the City and the County to Annexation

3.1 The Parties specifically acknowledge and agree that:

(a) the City’s Annexation Application is jointly agreed to by both the County and the City; and

(b) the content of the Annexation Application and this Agreement reflect the results of the negotiation conducted between the Parties and the approval of both Councils, as confirmed by the certificates executed by both the County and the City pursuant to Section 118 of the Act and appended to the City’s Annexation Application.

3.2 The Parties agree that the rules relating to annexation as set forth in Section 135 of the Act shall apply to the Annexation.

3.3 Unless otherwise mutually agreed by both Parties, acting reasonably, the Parties agree that:

(a) The City shall not give written notice of a proposal to annex land in the County until fifteen (15) years or less of undeveloped land supply remains within the City’s boundaries, provided that:

i. there is an Intermunicipal Development Plan in effect between the Parties which binds both Parties; and
ii. which addresses annexation.

(b) If the Parties are not Parties to an Intermunicipal Development Plan which binds the Parties, the City may give written notice of a proposal to annex land in the County if the City has twenty (20) years or less of undeveloped land supply remaining within the City’s boundaries.

3.4 The Parties agree that the City will implement the mutually agreed upon transition plan to assist owners and residents in the Annexation Territory in regard to the following items:

(a) Addressing
(b) Animal control
(c) ATV Use
(d) Business licensing
(e) Controlled burning
(f) Dust control
(g) Environmental reserve
(h) Fire pits
(i) Firearm use
(j) Fireworks
(k) Fuel storage
(l) Garbage disposal
(m) Hunting
(n) Land use zoning
(o) Mosquito control
(p) Noise control
(q) Offsite levies
(r) Organics disposal
(s) Outdoor storage
(t) Parks & Municipal reserve
(u) Pest management
(v) Protective and Emergency services
(w) Recycling
(x) Road maintenance
(y) Road naming
(z) Road snow plowing
(aa) Roadside mowing
(bb) RV Parking
(cc) Transit
(dd) Weed Control

## Part 4.0 Mutual Co-operation

4.1 In reaching this Agreement, the Parties worked through extensive interest based negotiations to create a mutually beneficial arrangement which includes mutual cooperation forming the basis of the ongoing intermunicipal relationship whereby lands are being annexed and joint planning initiatives were identified, and mutual cooperation will form the basis of the ongoing relationship to address growth and development for both municipalities.

4.2 The Parties shall use all reasonable efforts and to fully cooperate with one another to ensure that the terms and conditions of this Agreement are fulfilled, including without limitation, the Annexation Territory boundaries established in this Agreement.

4.3 "Reasonable efforts" and “cooperation” referenced in this Part 4.0 shall include, but shall not be limited to:

(a) the Parties’ provision of all information reasonably required by the other Party with respect to the Annexation of the Annexation Territory for submission to the Municipal Government Board or other government departments;

(b) written confirmation by the County to the Municipal Government Board that it is not opposing the Annexation;

(c) any further assistance that the Parties may reasonably request, including an appearance by the County and the City before the Municipal Government Board for the purpose of confirming the terms, covenants and conditions contained within this Agreement to ensure a recommendation of full approval of the Annexation by the Municipal Government Board and full approval of the Annexation by the Lieutenant Governor in Council;

(d) the proper and timely implementation of the Annexation Order; and

(e) the proper and timely performance of all things required to give effect to this Agreement,

all of which shall be without cost or charge to the City other than as may be specified herein.

4.4 The Parties agree that they each shall fully support and recommend to the Municipal Government Board the matters set forth in this Agreement and the Parties shall use reasonable efforts to convince the Municipal Government Board that the matters set forth in Parts 3, 6, 7, 8 and 9 of this Agreement shall be included in the recommendations of the Municipal Government Board to the Minister of Municipal Affairs in accordance with Section 120 or 123 of the Act.

4.5 The Parties agree that they shall make reasonable efforts to encourage the Lieutenant Governor in Council to issue an Annexation Order pursuant to Section 125 of the Act which incorporates the intent of the provisions of this Agreement.

4.6 The City agrees to prepare, file and present such reports and studies as are necessary to support the Annexation before the Municipal Government Board in accordance with the Act and the principles of annexation previously established by the Board.

4.7 The Parties specifically acknowledge and agree that in the event the Lieutenant Governor in Council affects, alters, amends or in any way impacts the terms of this Agreement, this Agreement will continue to govern; however, the Parties shall, in good faith, enter into renewed negotiations with respect to the implementation of the Agreement to the extent that it is impacted by the Order of the Lieutenant Governor in Council.

4.8 Within thirty (30) days following the Annexation Order, or as otherwise mutually agreed upon, the County agrees to provide, at no extra cost to the City, all information requested by the City with respect to the Annexation Territory to facilitate the orderly and efficient transfer of the jurisdiction and administration of the Annexation Territory following Annexation.

4.9 The information referred to in Section 4.8 is detailed in Schedules “B” and “C” and includes, but is not be limited to, all information relating to assessment and taxation bylaws, policies, procedures and valuations in effect from time to time in the County

before and after Annexation, in the event that all or part of the Annexation Territory is subject to conditions governing assessment and taxation.

4.10 Without limiting the generality of Sections 4.8 and 4.9, the County shall provide to the City, when so requested, true copies of the records, information and bylaws of the type described in Schedules "B" and "C".

4.11 Upon the Effective Date of Annexation, the County shall transfer all subdivision, planning and development files for the Annexation Territory to the City.

4.12 The Parties agree to enter negotiations for an Intermunicipal Development Plan for an area and within a timeframe that is agreeable to both Parties. The Parties agree that they will examine road and municipal servicing issues as topics to be discussed as part of the Intermunicipal Development Plan and will use their best efforts to reach mutually beneficial outcomes on issues pertaining to roads and municipal servicing.

4.13 The City and the County agree to work collaboratively so that the City and the County are each able to provide efficient and adequate roads and municipal servicing whether the roads and municipal servicing are in the County or in the City.

## Part 5.0 County Owned Lands

5.1 The County covenants and agrees that it has not sold, nor will it sell to any other Party, any lands designated as Reserve or Public Utility Lot contained within the Annexation Territory that were owned by the County as of the Effective Date of Annexation, or acquired by the County after that time, which lands are described in Schedule “D”. All such Reserve lands and interests held by the County in any lands that are held in lieu of Reserve (including but not limited to deferred reserve caveats) and Public Utility Lots shall be transferred to the City at no cost, other than the cost of transfers, free and clear of all reservations, exceptions, encumbrances, charges, liens or interests whatsoever, within ninety (90) days following the Effective Date of Annexation.

5.2 The title to any lands held by the County that are not designated as Reserve or interests held by the County in any lands that are in lieu of Reserve (including but not limited to deferred reserve caveats) and are not designated as Public Utility Lots shall remain with the County and will not be transferred to the City, notwithstanding that such lands are within the Annexation Territory, unless otherwise agreed to in writing by both the County and the City.

5.3 For those lands located within the Annexation Territory that receive subdivision approval prior to the Effective Date of Annexation, the County shall defer all Reserve dedications to which it is entitled through the registration of a deferred reserve caveat.

5.4 The Parties agree that despite section 135(1)(b) of the Act the County retains ownership in the underground water infrastructure and the underground sewer infrastructure which is identified in Schedule “H”. Before the Effective Date of Annexation, the County shall register a utility right of way or other appropriate document to provide for County access to the underground water infrastructure and underground sewer infrastructure following the Effective Date of Annexation.

## Part 6.0 Roads

6.1 The Parties acknowledge and agree that the Annexation Territory includes the following roads:

(a) Range Road 261

i. All the road allowance within the Hudson Bay Company Reserve 54-26-4 lying south of the northerly limit of Lot 1 Plan 992 5995

ii. All the government road allowance lying west of SW24-54-26-4

iii. All the government road allowance lying west of NW13-54-26-4

iv. All the government road allowance lying west of SW13-54-26-4

v. All the government road allowance lying west of NW12-54-26-4

vi. All the government road allowance lying west of SW12-54-26-4 and north of Railway Plan 6054AO

(b) Hwy 633

i. All the government road allowance lying south of Section 13-54-26-4

(c) Range Road 260

i. All the road allowance within the Hudson Bay Company Reserve 54-26-4 lying south of the northern limit of SW19-54-26-4

ii. All the government road allowance lying west of SW19-54-26-4

iii. All the government road allowance lying west of Section 18-54-26-4 lying outside the boundary of the City of St. Albert

(d) Township Road 544

i. All the government road allowance south of SE-30-54-25-4 and east of the SW corner of Lot 1 Plan 912 1808

ii. All the government road allowance lying south of Section 29-54-25-4

iii. All the government road allowance lying south of Section 28-54-25-4, extended to the easterly limit of Range Road 253 government road allowance

(e) Range Road 255

i. All the government road allowance lying west of Section 20-54-25-4

ii. All the government road allowance lying west of NW17-54-25-4

(f) Highway 2

i. All the government road allowance lying west of NW21-54-25-4 from the northerly limit of Township Road 544 road allowance to the boundary of the City of St. Albert

(g) Range Road 253

i. Northerly limit of Township Road 544 government road allowance

(h) Coal Mine Road and undeveloped road allowance

i. All the government road allowance lying north and west of St. Albert Settlement River Lot 37 lying outside of the boundary of the City of St. Albert

ii. All the government road allowance lying south and west of St. Albert Settlement River Lot 36 lying outside of the boundary of the City of St. Albert

iii. All the government road allowance lying south of Block C Plan 456TR within Road Plan 313ET lying outside the boundary of the City of St. Albert

iv. All the undeveloped government road allowance at road Plan 032 3372

(i) Bellerose Drive

i. All the government road allowance lying south and west of St. Albert Settlement River Lot 37 within Road Plan 313ET lying outside the boundary of the City of St. Albert

ii. That portion of Bellerose Drive within Road Plan 313ET, including the physically closed portion from Bellerose Drive lying outside the boundary of the City of St. Albert

iii. That portion of Bellerose Drive as described in Order #39592225 (instrument number 072 202 630)

(j) Sturgeon Road

i. All the government road allowance lying south and west of the north east limit of St. Albert Settlement River Lot 56 and lying outside the boundary of the City of St. Albert

all of which are shown on the maps attached as Schedule “E”.

6.2 Upon the Effective Date of Annexation, the City shall be responsible for the inspection, maintenance and repair of those portions of the roads identified in Section 6.1 and in Schedule “E” to standards comparable to or better than the standards for the applicable road classification that presently exist for such roadways within the County and in accordance with all statutory and common law obligations.

6.3 The Parties agree to use good faith efforts to create consultation protocols for the review of proposals to close or alter any road that connects to or serves the other Party.

6.4 Despite section 6.2 and 6.3, the Parties acknowledge that the City may, in accordance with the provisions of the Act and any consultation protocols established under section 6.3, close any of the roads identified in Schedule "E" and upon the closure of a road, the obligations in section 6.2 are extinguished in relation to that road.

6.5 The Parties agree that approaches within the Annexation Territory that provide access to properties within the Annexation Territory where the approaches are existing as of the date of this Agreement may continue to be used following the Effective Date of Annexation provided that:

(a) as of the Effective Date of Annexation, the approaches were authorized by the County and, if required, Alberta Transportation; and

(b) the approach serves the land use of the property existing as of the Effective Date of Annexation.

6.6 Despite section 6.5, the Parties agree that the City may require approaches within the Annexation Territory to be closed if required by Alberta Transportation or if the City determines, acting reasonably, that the approach should be closed.

## Part 7.0 Effective Date of Annexation

7.1 The Parties agree that Annexation should occur for all purposes as soon as possible and that the Parties shall jointly request that the Municipal Government Board recommend that the Effective Date of Annexation be January 1, 2022.

## Part 8.0 Compensation Payable to the County

8.1 Following lengthy and productive discussions, the Parties have agreed upon the compensation arrangement and rationale as outlined in this Part 8.0, with the expectation that the Effective Date of Annexation will be January 1, 2022.

8.2 In consideration of the County agreeing to the City's annexation of the Annexation Territory, the City agrees to pay the County the sum of six hundred thousand dollars ($600,000.00) as full and final compensation. The County agrees that the Compensation Amount is the total amount to be paid by the City to the County in relation to the Annexation.

8.3 The Parties mutually acknowledge and agree that the Compensation Amount compensates the County:

(a) for the loss of municipal property taxes for existing development in the Annexation Territory; and

(b) maintaining the Annexation Territory in a substantially unfragmented (unsubdivided) state, with uses generally compatible with the City's long term growth.

8.4 The City shall pay the sum of $600,000.00 to the County no later than 30 days after the date the Order in Council is made by the Lieutenant Governor in Council.

8.5 If any boundary adjustments are made to the Annexation Territory by the Annexation Order, the compensation payable pursuant to this Part 8.0 shall be recalculated based upon further negotiations by the Parties.

## Part 9.0 Assessment and Taxation

9.1 To minimize the taxation impacts on both County residents and business operations located within the Annexation Territory, the Parties have agreed to a number of objectives as set out in this Part 9.0.

9.2 For taxation purposes in the year of the Effective Date of Annexation and for forty-four (44) years thereafter, lands within the Annexation Territory and the assessable improvements to it, excluding linear property, shall be assessed by the City on the same basis as if they had remained in the County.

9.3 For taxation purposes in the year of the Effective Date of Annexation and for forty-four (44) years thereafter, lands within the Annexation Territory and the assessable improvements to it, excluding linear property, shall be taxed by the City using:

(a) the municipal property tax rate established by the County, or

(b) the municipal property tax rate established by the City,

whichever is lower, for property of the same assessment class.

9.4 Where, in any taxation year, any parcel of land within the Annexation Territory:

(a) is the subject of a subdivision or separation of title, whether by registered plan of subdivision, by instrument or any other method, whereby a new parcel of land is created (including the residual parcel) at the request of or on behalf of the landowner;

(c) is re-designated, at the request of or on behalf of the landowner, under the City's Land Use Bylaw to another designation; or

(d) is connected, at the request of or on behalf of the landowner, to the City's water service or sewer service or both,

(the "Triggering Event"),

Sections 9.2 and 9.3 cease to apply to that parcel of land and the assessable improvements to it at the end of that taxation year in which the Triggering Event occurred.

9.5 Despite section 9.4(a), the subdivision of land zoned AG in the County's Land Use Bylaw in effect on the Effective Date of Annexation does not cause a Triggering Event, provided that the subdivision conforms with the maximum parcel density specified in Part 11, section 11.1(3)(a) AG – Agriculture District of the County's Land Use Bylaw in effect as of September 2, 2020. For greater clarity, section 11.1(3)(a) is attached as Schedule "I".

9.6 Linear property shall be assessed by the Designated Linear Assessor and taxed by the City on the same basis as other linear property within the City.

## Part 10.0 Status of Past Agreement

10.1 The Parties agree that there are no representations, warranties or agreements, either written or oral, relating to the subject matter of this Agreement which:

(a) are binding on the Parties, and

(b) are not contained in or referred to in this Agreement.

## Part 11.0 Termination of Agreement

11.1 This Agreement shall terminate and be of no force and effect upon the occurrence of any of the following events, whichever shall first occur:

(a) the City's withdrawal of its Annexation Application to the Municipal Government Board for Annexation of the Annexation Territory; or

(b) refusal of the City's Annexation Application to annex the Annexation Territory by the Lieutenant Governor in Council.

## Part 12.0 Notices

12.1 Any notice required to be given under this Agreement shall be given in writing and delivered to:

(a) in the case of the City, to the Chief Administrative Officer; and

(b) in the case of the County, to the Chief Administrative Officer.

## Part 13.0 Dispute Resolution

13.1 This Part 13.0 does not apply to section 4.7.

13.2 Where the Parties cannot agree on the interpretation, application or operation of certain provisions of this Agreement, or cannot come to an agreement on matters set out in this

Agreement requiring agreement, the Parties agree to first engage in conciliatory discussions and negotiations (as outlined below) to resolve, failing which the Parties agree to submit such issues to mediation (as outlined below) before a single mediator agreed to by both Parties, the cost of which shall be borne equally between the Parties. If the Parties cannot agree on a single mediator, then either Party may upon ten (10) days' notice to the other apply to the Ministry of Municipal Affairs to appoint the mediator from its intermunicipal dispute resolution roster.

13.3 Once a disagreement has been identified, the Parties must commence conciliatory discussions within thirty (30) calendar days of the identification of the issue.

13.4 In the event that the issue is not resolved within three (3) months of the commencement of conciliatory discussions, the issue shall proceed to mediation for a maximum of three (3) months, unless the Parties agree in writing to extend the time for mediation.

13.5 Despite section 13.3, if the Parties have completed at least one (1) conciliatory meeting within the thirty (30) days referred to in section 13.3, the Parties may proceed to mediation. The mediation shall conclude within six (6) months, unless the Parties agree in writing to extend the time for mediation.

13.6 Where the Parties are unable to resolve the disagreement through the dispute resolution mechanisms and within the time periods specified in this Part, within thirty (30) days of the conclusion of the mediation, the Parties shall:

(a) submit to binding arbitration issues with respect to matters arising from the implementation of conditions of the Annexation Order as contemplated in Part 14; and
(b) submit to non-binding arbitration issues with respect to all other matters arising from this Agreement.

The Parties agree that arbitration under section 13.6 shall be conducted under the terms of the Arbitration Act, R.S.A 2000, Chapter A-43 as amended.

13.7 Before referring a matter to arbitration:

(a) the Party intending to refer the issue to arbitration shall notify the other Party in writing of the details, nature and extent of the issue; and

(b) within fourteen (14) days of receipt of such notice, the responding Party shall advise the first Party of the action it is prepared to take to resolve the issue.

13.8 If the first Party does not accept the proposed resolution within fourteen (14) days of receipt of the proposal, then the Parties shall refer the dispute to arbitration before a panel of 3 (three) arbitrators appointed in the following manner:

(a) each Party shall appoint an arbitrator and upon doing so shall forthwith give notice in writing to the other Party of its appointed arbitrator;

(b) if a Party fails to appoint an arbitrator within seven (7) days of receiving a notice of appointment from the other Party as required under Section 13.8(a), the other Party may apply to a Justice of the Court of Queen's Bench of Alberta to appoint an arbitrator on behalf of and at the expense of the Party in default;

(c) the arbitrators appointed by or for the Parties shall appoint a third arbitrator (collectively, the three arbitrators are the “Arbitration Committee”) and, if they fail to do so within fourteen (14) days after the last of them was appointed, either Party on a minimum of seven (7) day’s notice to the other Party may apply to a Justice of the Court of Queen's Bench of Alberta to appoint a third arbitrator;

(d) the appointment of all arbitrators, except those appointed by a Justice as provided in section 13.8, shall be in writing;

(e) the arbitrators have the power to obtain the assistance, advice or opinion of such engineer, architect, surveyor, appraiser, values or other expert as they may think fit and shall have the discretion to act upon any assistance, advise or opinion so obtained; and

(f) costs associated with an arbitration will be determined at the discretion of the arbitrator based on the merits and issues associated with arbitration.

13.9 For an issue submitted to arbitration, the decision of the majority of the Arbitration Committee is the decision of the Arbitration Committee.

13.10 When the decision of the Arbitration Committee arises from:

(a) binding arbitration, the Parties are bound by the decision of the Arbitration Committee and shall take such steps as are required to implement the decision.

(b) non-binding arbitration, the Parties shall put the decision of the Arbitration Committee before their respective Councils for consideration of being ratification and adoption.

13.11 Each of the Parties shall do all acts and things and execute all deeds and instruments necessary to give effect to:

(a) any decision of the Arbitration Committee arising from a matter referred to binding arbitration; and

(b) any decision of the Arbitration Committee arising from a matter referred to in non-binding arbitration which both Parties’ Councils have ratified and adopted.

13.12 Except for the purposes of preserving a limitation period or obtaining an appropriate interim order or remedy where reasonably necessary, unless otherwise agreed to by the Parties in writing, it is a condition precedent to the bringing of any legal proceedings that the means or procedures in this section have been used and followed in good faith.

13.13 Despite sections 13.6 to 13.11, the Parties may mutually agree to use a single arbitrator and to determine the method of selecting that arbitrator.

## Part 14.0 Recommendations to the Municipal Government Board

14.1 In furtherance of attaining the objectives contained within this Agreement, both Parties agree to request the Municipal Government Board to recommend and the Lieutenant Governor in Council to include all matters contained in this Agreement within the Annexation Order and specifically to impose the following conditions within the Annexation Order:

(a) upon the Effective Date of Annexation, the County shall transfer those lands within the Annexation Territory together with those roads located within the Annexation Territory as described in Part 6.0 to the City as specified within this Agreement;

(b) compensation shall be payable from the City to the County as specified within Part 8.0 of this Agreement; and

(c) lands within the Annexation Territory and assessable improvements thereon shall be assessed and taxed by the City as specified within Part 9.0 of this Agreement.

## Part 15.0 General

15.1 Each of the Parties hereto shall at all times undertake all such further acts and execute and deliver all such further documents as shall be reasonably required to fully perform the terms and conditions of this Agreement.

15.2 The headings and paragraph numbers contained in the Agreement are for convenience and reference only and in no way define or limit the scope or intent of this Agreement or any provision of this Agreement.

15.3 This Agreement constitutes the entire Agreement of the Parties hereto with respect to the subject matter hereof, and this Agreement shall not be amended, modified or discharged except by an instrument in writing executed under the authority of each of the Parties.

15.4 No waiver by or on behalf of either Party of any breach of the covenants or conditions contained in this Agreement shall take effect or be binding upon that Party unless the same be expressed in writing under the authority of that Party and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other breach.

15.5 The preamble and Schedules attached to this Agreement form part of this Agreement.

15.6 Nothing in this Agreement is intended to nor shall be construed as fettering or restricting the lawful authority of any board, tribunal, other quasi-judicial entity, or elected municipal Council (or member of the Council), in the exercise of discretion vested in it by law.

15.7 If any provision of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

This Agreement Dated and made effective on September 22, 2020.

**CITY OF ST. ALBERT**

**Per:** _____
**Mayor**

**Per:** _____
**Chief Administrative Officer**

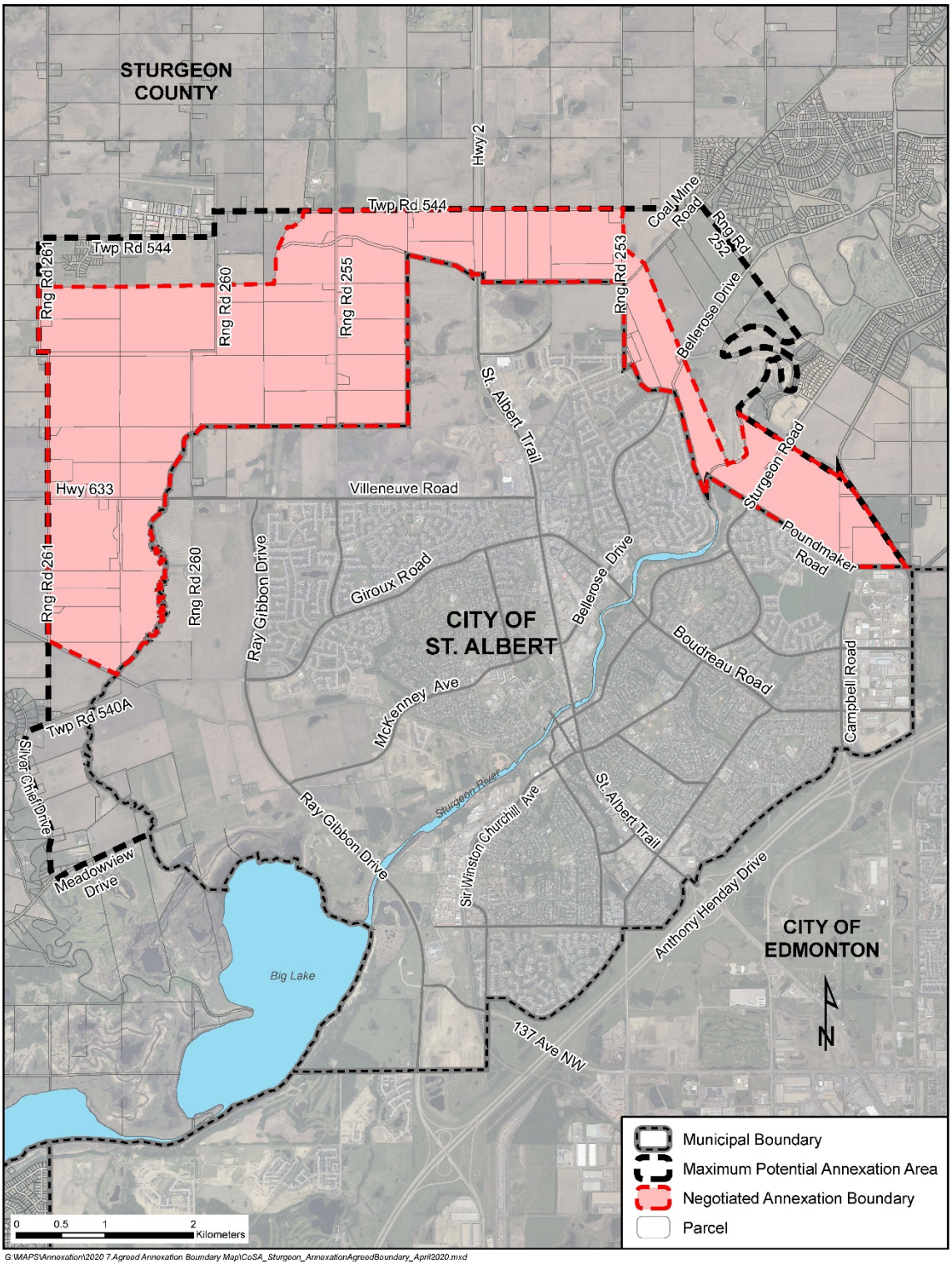
**STURGEON COUNTY**

**Per:** _____
**Mayor**

**Per:** _____
**Chief Administrative Officer**

## Schedule “A-1”

## Map of Annexation Territory



## Schedule “A-2”

## Legal Description of Annexation Territory

The following legal parcels and all adjacent and internal road allowances, road plans, and road widenings:

| Parcel No. | Short Legal Description |
|---|---|
| 20 | That portion of the northern part of Railway Plan 5509NYnot already within the City of St. Albert |
| 22 | That portion of NW-1-54-26-4 not already within the City of St. Albert |
| 23 | That portion of NE-1-54-26-4 not already within the City of St. Albert |
| 24 | That portion of Plan 9521983 Block 3 not already within the City of St. Albert |
| 25 | SW-12-54-26-4 |
| 26 | Plan 0520823 Block 1 Lot 1 |
| 27 | SW-12-54-26-4 |
| 28 | Plan 1723266 Block 1 Lot 2 |
| 29 | Plan 1723379 Block 1 Lot 1 |
| 30 | Plan 9722799 Area A |
| 31 | NW-12-54-26-4 |
| 32 | That portion of Plan 9521983 Block 4 not already within the City of St. Albert |
| 33 | That portion of Plan 8422024 Lot 3 not already within the City of St. Albert |
| 34 | Plan 8422024 Lot 4 |
| 35 | Plan 8422024 Lot 4 |
| 36 | Plan 0320947 Block 1 Lot 4A |
| 37 | Plan 0320308 Block 1 Lot 1A |
| 38 | Plan 8422024 Lot 1 |
| 39 | That portion of Plan 8422024 Lot 2 not already within the City of St. Albert |
| 40 | NW-13-54-26-4 |
| 41 | NE-13-54-26-4 |
| 42 | NW-18-54-25-4 |
| 43 | NE-18-54-25-4 |
| 44 | NE-18-54-25-4 |
| 45 | Plan 9722351 Lot 2 |
| 46 | Plan 9620515 Lot 1 |
| 47 | NW-17-54-25-4 |
| 48 | Plan 9022690 Lot A |
| 49 | Plan 0225119 Block 1 Lot 1 |
| 50 | Plan 9022690 Lot B |
| 51 | Plan 9222986 Lot C |
| 52 | SW-20-54-25-4 |
| 53 | Plan 9920846 Block 1 Lot 1 |
| 54 | Plan 0224421 Block 1 Lot 1 |
| 55 | SE-19-54-25-4 |
| 56 | SE-19-54-25-4 |
| 57 | SW-19-54-25-4 |
| 58 | SW-19-54-25-4 |
| 59 | SW-19-54-25-4 |
| 60 | All that portion of Plan 9320111 Block 1 Lot 2 lying south of an easterly production of the northern property line of Plan 9925995 Lot 1 to the west of Plan 9320111 Block 1 Lot 2 |

| | |
|---|---|
| 61 | SE-24-54-26-4 |
| 62 | SW-24-54-26-4 |
| 63 | Plan 9925995 Lot 2 |
| 64 | Plan 9925995 Lot 4 |
| 65 | Plan 9925995 Lot 1 |
| 66 | Plan 9925995 Lot 3 |
| 121 | Plan 8722561 Lot 3 |
| 122 | Plan 0227336 Block 1 Lot 6 |
| 123 | Plan 629NY; OT (Drainage Ditch) |
| 124 | Plan 8722561 Lot 4 |
| 125 | NW-20-54-25-4 |
| 126 | NW-20-54-25-4 |
| 127 | NW-20-54-25-4 |
| 128 | NE-20-54-25-4 |
| 129 | Plan 0121412 Block 1 Lot 1 |
| 130 | NE-20-54-25-4 |
| 131 | Plan 0520323 Block 1 Lot 1 |
| 132 | Plan 0625326 Block 1 Lot 2 |
| 133 | NW-21-54-25-4 |
| 134 | NE-21-54-25-4 |
| 135 | NE-21-54-25-4 |
| 136 | Plan 1024547 Block 1 Lot 2 |
| 137 | Plan 9920826 Block 1 Lot 1 |
| 138 | That approximate 3.3-hectare portion of W½-22-54-25-4 southwest of the future road right-of-way as delineated in the 127 Street Functional Planning Study (final report dated August 2012) |
| 144 | St. Albert Settlement River Lot 37 |
| 145 | Plan 923RS Block B |
| 146 | Plan 9524358 Lot 2MR |
| 147 | LSD 4 of 22-54-25-4 |
| 148 | NW-15-54-25-4 |
| 149 | OT-54-25-4 |
| 150 | Plan 9524358 Lot 3 |
| 151 | Plan 456TR Block C |
| 152 | Plan 8122187; OT |
| 153 | St. Albert Settlement River Lot 37 |
| 157 | St. Albert Settlement River Lot 56 |
| 158 | Plan 3951RS Block A |
| 159 | NE-11-54-25-4 |
| 160 | Plan 7921817 Lot A |
| 161 | Plan 8222793 Lot B |
| 170 | SW-12-54-26-4 |
| 171 | NW-12-54-26-4 |
| 172 | That portion of SW-18-54-25-4 not already within the City of St. Albert |
| 173 | Plan 1820654 Block 1 Lot 5 |

## Schedule "B"

## REQUIRED ASSESSMENT RECORDS

1. The assessment roll for the Annexation Territory showing all detail required pursuant to Sections 303 and 304 of the Act.

2. The property record for all properties taxable and exempt within the Annexation Territory.

3. Assessment files relating the annexed parcels.

4. Decisions of the assessment tribunals that specifically apply to annexed parcels.

5. Farm income data for annexed parcels that qualify as farmland.

6. Details of any exemptions granted under the Act and the former Municipal Taxation Act to the annexed parcels.

7. Copies of any Bylaws, Order or Acts granting an exemption under the Act, the former Municipal Taxation Exemption Act or private Acts that specifically apply to annexed parcels.

8. Explanation of any codes used in the assessment roll or on the property record cards and other similar information.

9. Maps of the annexed area showing legal and parcel plan boundaries used for assessment purposes.

10. All procedures and policies used for the current general assessment.

11. Details of market data relied on for the current general assessment.

12. Details of any ongoing rebates of taxes under the Act.

13. Details of any assessment performed by the Chief Provincial Assessor.

14. Details of any machinery and equipment assessments.

15. The most recent Supplementary Assessment bylaw.

16. The current classification bylaw if not included in the property tax bylaw.

17. Details of equalized assessments necessary for the City to calculate school tax rates.

18. Review of the County's equalized assessment by the City's assessment staff from time to time, such review to include examination of the market data used and the methodology of calculation and an explanation of the same by the County.

19. All the above records and information shall be supplied concurrent with the preparation of the 2020 assessment roll for the 2021 tax year, shall be updated as of the date of Annexation or the date of assumption of responsibility for assessment by the City, and shall be provided from time to time as necessary to permit the City to comply with the terms and conditions of the Agreement, which this Schedule forms a part.

## SCHEDULE "C"

## TAX AND LEVY RECORDS AND INFORMATION

1. The current tax roll as it relates to the Annexation Territory.

2. Details of the tax levy and of arrears, if any, including any changes transferred to the tax roll such as utility and weed bills for each annexed parcel.

3. Details of any local improvement levies affecting the Annexation Territory including a copy of the bylaw, a copy of the borrowing bylaw and details, and the terms of the levy on each annexed parcel.

4. Tax recovery details for properties and arrears, properties with tax notifications, properties that have been finally acquired under the Act and the former Tax Recovery Act, and properties where the redemption period has not expired including expiry date, details of tax sale trust accounts dates, and details of any proceeds of sales that are covered by a tax sale trust account.

5. School support details on a parcel by parcel basis together with supporting records including, but not limited to, copies of any corporate school declarations.

6. The policy and bylaw for any tax discounts.

7. The policy and bylaw for penalties.

8. A list of properties owned by the County.

9. The boundaries of any tax zones that have been established for recreational, fire or other districts.

10. A record of any tax certificates that have been issued within the preceding two (2) years.

11. A copy of the property tax bylaws (mill rate bylaws), including among other things, fire and recreation districts for the current year and for the last ten (10) years.

12. A list of all properties subject to any grant, and copies of any agreements where a grant- in-lieu of taxes is to be paid.

13. A list of annexed parcels and relevant details of taxation, including procedures for linear properties.

14. A list of land owned by the County and leased to third Parties including copies of all leases.

## SCHEDULE “D”

## RESERVE LANDS AND PUBLIC UTILITY LOTS

### Reserve Lands

| Parcel No. | Short Legal Description on Title | ATS Reference |
|---|---|---|
| 146 | Plan 9524358 Lot 2MR | SW-22-54-25-4 |

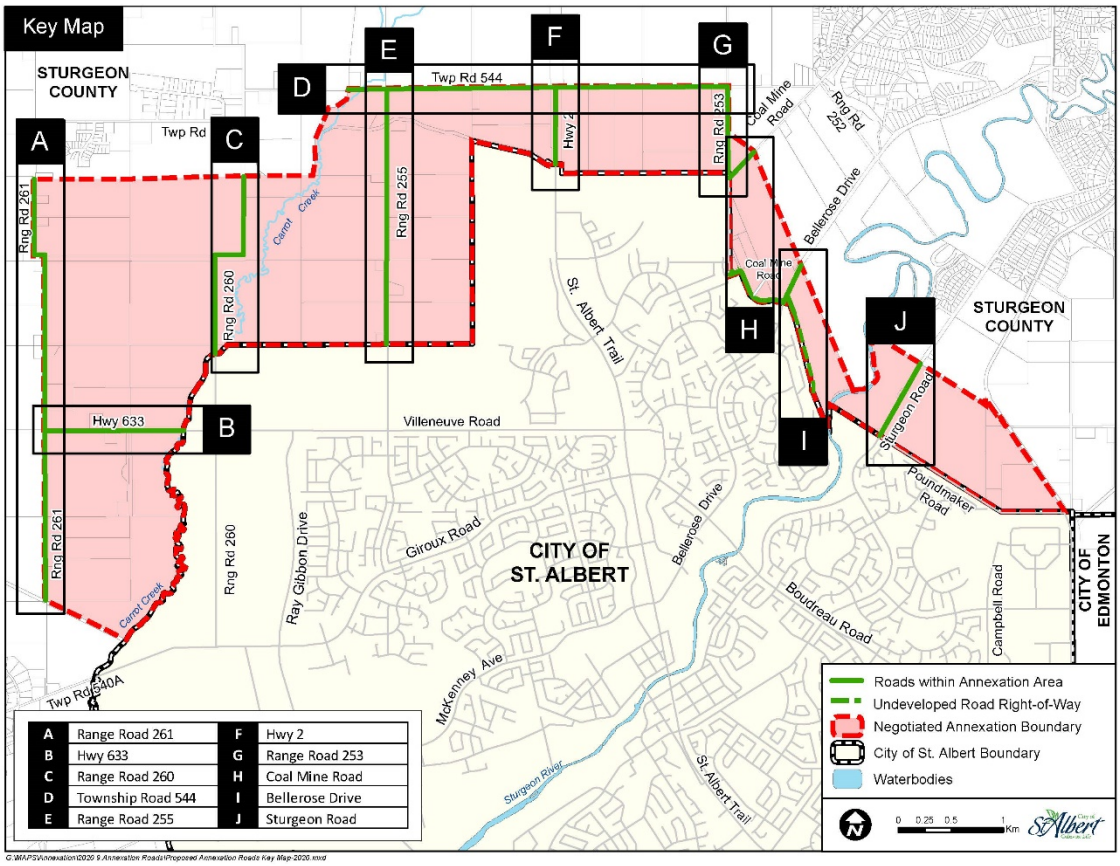
### Public Utility Lots

Nil

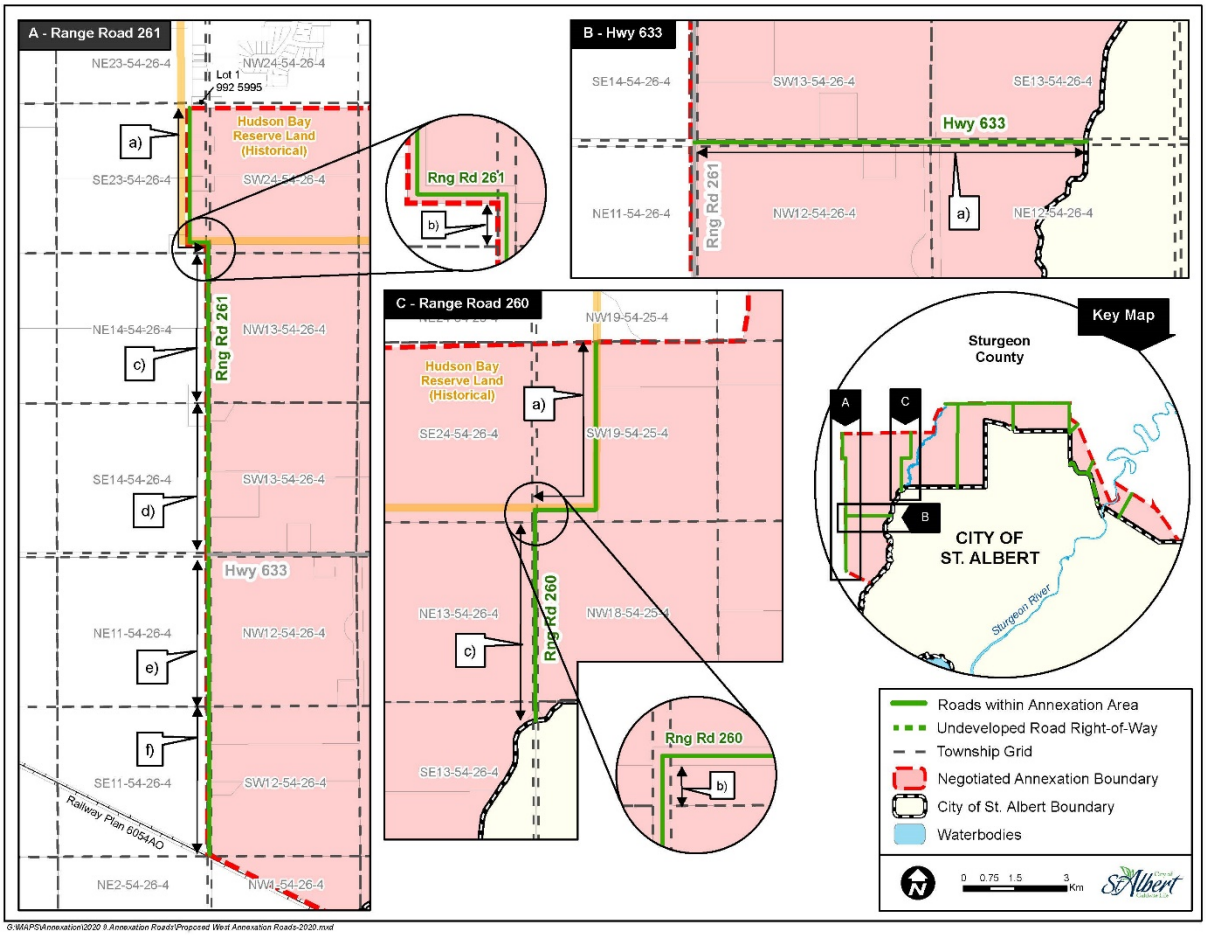
## SCHEDULE "E"

## ROADS

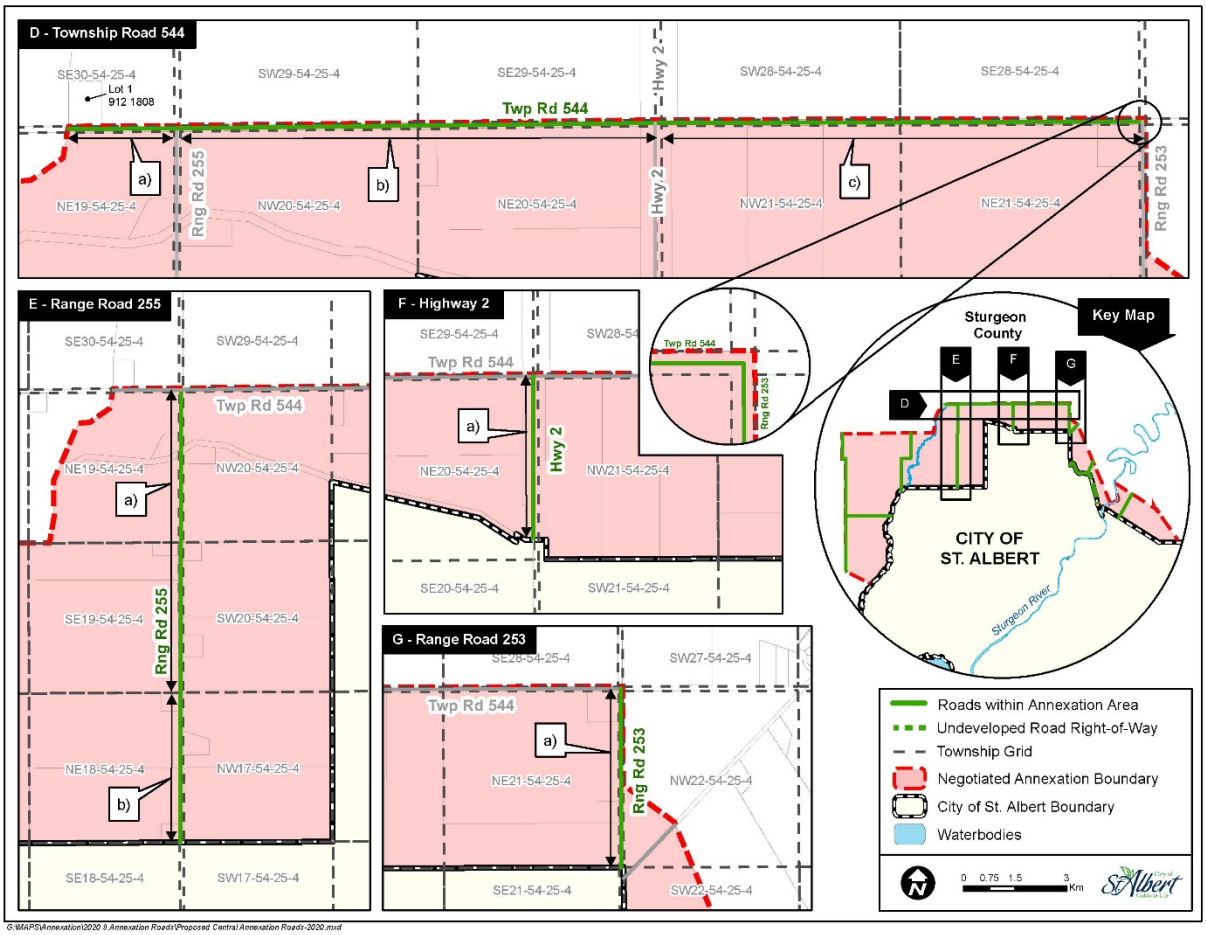
### Annexation Roads Key Map



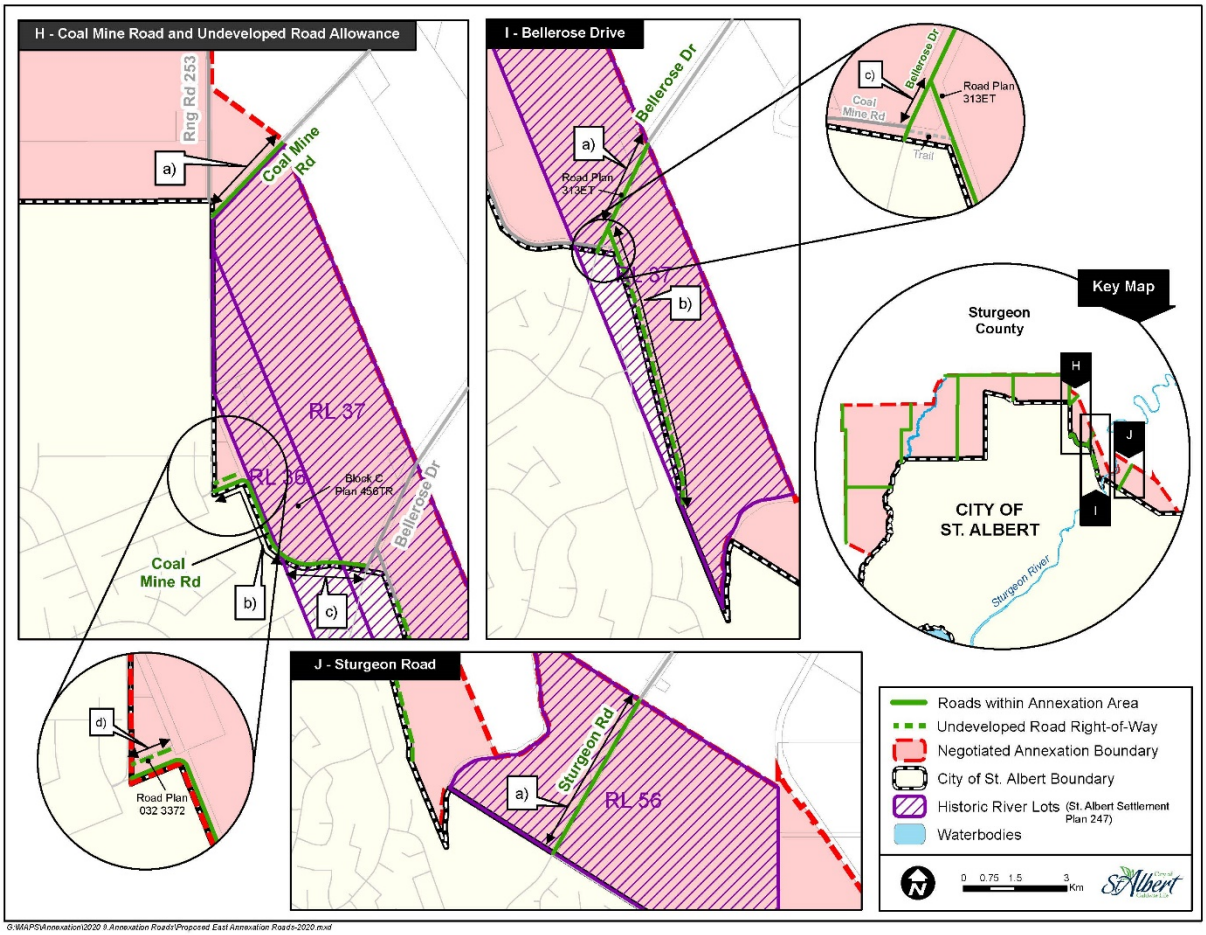
## Annexation Roads West Map



## Annexation Roads Central Map



## Annexation Roads East Map



## SCHEDULE "F"

## MEMORANDUM OF AGREEMENT

**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.

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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.

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## 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

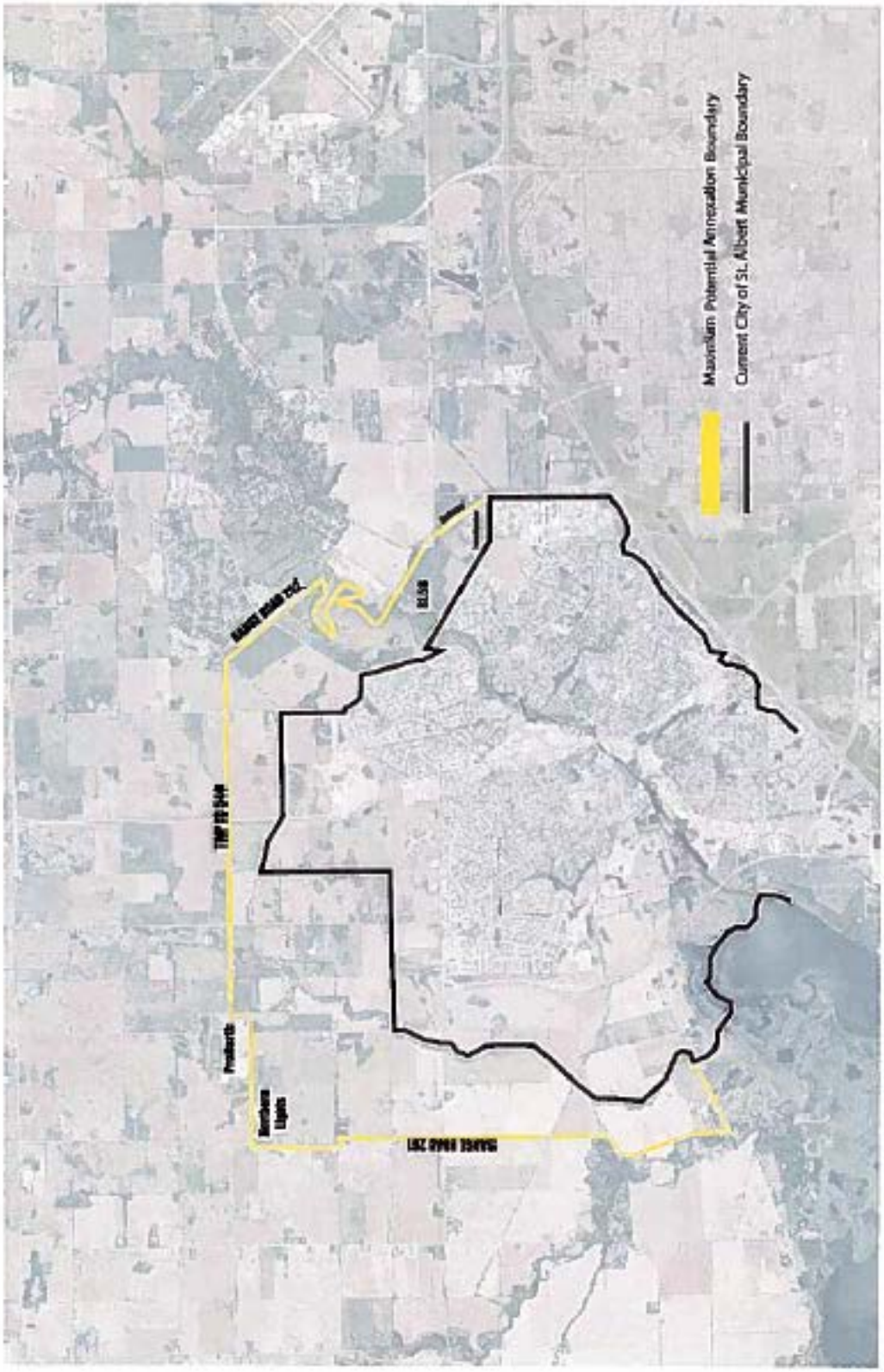
City Manager

STURGEON COUNTY

Mayor

Chief Administrative Officer

## APPENDIX I: MAXIMUM POTENTIAL ANNEXATION BOUNDARY




7

**SCHEDULE "G"**

**ADR INSTITUTE OF CANADA, INC.**
**NATIONAL MEDIATION RULES & CODE OF CONDUCT FOR MEDIATORS**



National
Mediation Rules &
Code of Conduct
for Mediators

As amended
August 3, 2012

ADR Institute of Canada, Inc.
Institut d'Arbitrage et de Médiation du Canada Inc.

National
Mediation Rules

As amended
August 3, 2012

MODEL DISPUTE RESOLUTION CLAUSE

Parties who agree to mediate under the National Mediation Rules may use the following clause in their agreement:

*All disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, shall be mediated pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. The place of mediation shall be [specify City and Province of Canada]. The language of the mediation shall be [English or French: specify language].*

ADR Institute of Canada, Inc. © As amended August 3, 2012 1

## ADR INSTITUTE OF CANADA, INC.
## NATIONAL MEDIATION RULES


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## ADR INSTITUTE OF CANADA, INC.
## CODE OF CONDUCT FOR MEDIATORS


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## ADR INSTITUTE OF CANADA, INC.
## NATIONAL MEDIATION RULES

### 1. INTERPRETATION

1.1 In the Rules, unless the context otherwise requires:

(a) "day" means a full 24-hour day but does not include Saturday, Sunday, or a holiday as defined in the relevant Provincial legislation;

(b) "Institute" means the ADR Institute of Canada, Inc., one of its Regional Affiliates, a predecessor of the Institute, or one of its affiliates (such as Canadian Foundation for Dispute Resolution, Arbitration Institute of Canada, or Arbitration and Mediation Institute of Canada);

(c) "Mediation" means the use of an impartial third party to assist the parties to resolve a dispute, but does not include an arbitration;

(d) "Mediation Agreement" means a written agreement between the parties and the Mediator containing specific provisions for submitting a dispute to Mediation;

(e) "Mediator" means the impartial person or persons engaged to assist the parties to resolve a dispute, but does not include an arbitrator unless the arbitrator is acting as a mediator by consent of the parties;

(f) "Regional Affiliate" means a regionally based alternative dispute resolution ("ADR") organization designated by the Institute to provide ADR services in a specific region as requested by the Institute; and

(g) "Rules" means the National Mediation Rules of the Institute.

### 2. APPLICATION

2.1 The Rules shall apply where:

(a) the parties have agreed that the Rules apply;

(b) the parties have agreed to mediate in accordance with the Model Mediation Procedure of The Canadian Foundation for Dispute Resolution, Inc.; or

(c) the parties have agreed to a Mediation to be administered by the Institute or The Canadian Foundation for Dispute Resolution, Inc. with or without reference to the rules of either body.

2.2 If the parties have by contract or by mutual agreement provided for the Mediation of their dispute(s) in accordance with the Rules, they shall be deemed to have incorporated the Rules into their Mediation Agreement.

2.3 If the Rules are amended by the Institute, the Rules applicable to any dispute shall be the Rules, as amended, as of the date the Mediation is initiated.

2.4 To the extent that the Rules conflict with legislation of any Province of Canada or any Territory of Canada or of any legislation of Canada or any rules or orders pursuant to any such legislation, the Rules shall apply except to the extent that the parties may not lawfully contract out of the provisions of any such legislation, rules, or orders.

2.5 A failure to comply with the Rules is an irregularity and does not render the Mediation or a step, document, or settlement agreement a nullity.

## 3. VARIATION OF RULES

3.1 The Rules, including the Schedules hereto, may be varied by agreement of the parties.

## 4. INITIATING MEDIATION

4.1 A dispute to which the Rules apply may be submitted to Mediation by any party to the dispute.

4.2 If one or more of the parties to a dispute wish to submit that dispute to Mediation under the Rules, the Mediation shall be initiated by one or more parties to the dispute serving a written request for Mediation on every other party to the dispute.





## 5. APPOINTMENT OF MEDIATOR

5.1 A Mediator shall be appointed only by a process that is:

(a) in accordance with any nomination to which the parties have agreed;

(b) in accordance with any appointment procedure to which the parties have agreed; or

(c) in accordance with the procedure set out in Rule 5.2.

5.2 If the parties have not agreed to any nomination or appointment procedure:

(a) the parties shall

(i) pay the Institute the fee prescribed by Schedule "A" to these Rules; and

(ii) provide the Institute with a written statement of general information concerning the nature and extent of the dispute, including (without limitation) the type of dispute, the amount in dispute, and type of issues in dispute;

(b) within 2 weeks of receipt of the fee and materials identified in Rule 5.2(a), the Institute shall provide the parties with the resumes of three nominees;

(c) the selection of a Mediator shall be:

(i) by agreement of the parties, who shall inform the Institute of their selection; or

(ii) if the parties cannot agree on a Mediator, by each party ranking the nominees (3-highest; 1-lowest) and the Institute selecting the nominee with the highest composite ranking (or, if the rankings from the parties are equal, by the Institute making a selection from among the highest-ranked nominees);

(d) the Institute shall forthwith inform the Mediator selected under Rule 5.2(c) of his or her selection and shall:

(i) forthwith appoint that Mediator; or

(ii) if that Mediator is unable or unwilling to be appointed, repeat forthwith the procedure set out in Rules 5.2(b) and 5.2(c) above.

## 6. INDEPENDENCE AND IMPARTIALITY

6.1 Unless otherwise agreed by the parties after full disclosure, the Mediator shall not act as an advocate for any party to the Mediation and shall be and shall remain at all times during the Mediation:

(a) wholly independent;

(b) wholly impartial; and

(c) free of any personal interest or other conflict of interest in respect of the Mediation.

6.2 The parties agree that the Mediator is not providing legal or professional advice to any of the parties. The parties agree that the Mediator may express views or opinions on the matters at issue, and may identify evaluative approaches, and where the Mediator does so it shall not be construed as either advocacy on behalf of a party or as legal or professional advice to a party. The parties shall at all times rely exclusively on their own advisors for legal and professional advice. The parties agree that:

(a) the Institute is not an agent of, or acting in any capacity for, any of the parties; and

(b) the Mediator is acting as an independent contractor and is not an agent or employee of the Institute.

## 7. DISCLOSURE OF POTENTIAL DISQUALIFICATION

7.1 Before accepting an appointment and at all times after accepting an appointment, a Mediator shall disclose to the Institute and the parties in writing any circumstance that could potentially give rise to a reasonable apprehension of a lack of independence or impartiality or conflict of interest in the Mediation of a dispute. Should any such circumstance be so disclosed, the Institute shall immediately notify the parties of it. If any party objects, in





writing, to the Mediator based on any such disclosure, the Mediator shall immediately withdraw from the Mediation and another Mediator shall be appointed in accordance with Rule 5.

## 8. WAIVER OF POTENTIAL DISQUALIFICATION

8.1 A Mediator who makes disclosure of any circumstance under Rule 7 shall continue to serve as Mediator if all parties to the dispute waive, in writing, the right to object to any reasonable apprehension of a lack of independence or impartiality or conflict of interest that arises as a consequence of that disclosure.

8.2 Any party that:

(a) knows, or reasonably ought to know, of any circumstance that could give rise to a reasonable apprehension of a lack of independence or impartiality or conflict of interest on the part of a Mediator (whether or not that circumstance is disclosed under Rule 7); and

(b) proceeds with the Mediation without promptly stating an objection to that circumstance in writing

shall be deemed to have waived the right to object to any reasonable apprehension of a lack of independence or impartiality or conflict of interest that arises as a consequence of that circumstance and to have complied with the requirements of Rule 8.1.

## 9. PRE-MEDIATION SESSION

9.1 Unless otherwise agreed by the parties, the Mediator shall, expeditiously after being appointed, arrange a session or conference call with the appropriate representative or lawyer of all parties to discuss the matters set out in these Rules and all arrangements relating to the Mediation, including, without limitation:

(a) the return of written material provided to the Mediator;

(b) disclosure of offers or counter-offers made in the course of the Mediation; and

(c) whether or not any settlement agreement is required to be in writing and executed by the parties before it is binding on the parties.

## 10. MEDIATION AGREEMENT

10.1 The Mediator, together with the parties, shall prepare and execute a Mediation Agreement setting out:

(a) the terms and conditions under which the parties are engaging the Mediator;

(b) any of the Rules that the parties agree shall not apply to the Mediation or are amended as agreed by the parties; and

(c) any additional rules that the parties agree shall apply to the Mediation.

10.2 If the parties are unable to agree on a Mediation Agreement, the Institute's Standard Form Agreement to Mediate set out in Schedule "B" shall be used with such modifications as the parties may agree.

## 11. TIME AND PLACE

11.1 The Mediator shall, following consultation with the parties, fix the time of each Mediation session. All sessions shall be held at either:

(a) a location in the City and Province stipulated in the model clause, if relevant; or

(b) a location agreed upon by the parties and the Mediator.

## 12. AUTHORITY OF THE MEDIATOR

12.1 The Mediator shall attempt to assist the parties to reach a satisfactory resolution of their dispute but has no authority to impose a settlement. The Mediator is authorized to conduct joint and separate sessions with the parties at the discretion of the Mediator.

12.2 If the parties are unable to reach a settlement in the Mediation process, and if all parties and the Mediator agree, the Mediator may produce for the parties a non-binding recommendation for terms of settlement. This recommendation shall be the Mediator's reasonable attempt to find acceptable settlement terms.





12.3 The Mediator may retain experts or consultants if the parties so agree and the parties agree to pay for the expenses of such experts or consultants, in equal amounts unless otherwise agreed by the parties.

## 13. REPRESENTATION

13.1 Each party must attend the Mediation. The name and address of any lawyer or agent who intends to attend the Mediation must be communicated, in writing, to the Mediator and to other parties at least three days before the first Mediation session. If any party intends to have any other individuals, such as experts, advisors, or any other persons, attend the Mediation, the name(s) and capacity of such individuals must be communicated to the Mediator and the other parties at least three days before the first Mediation session.

13.2 Parties who attend the Mediation must have authority to settle the dispute.

## 14. PRIVACY

14.1 The Mediation shall be held in private. Only those persons authorized by Rule 13 may attend, unless otherwise agreed by the parties.

## 15. CONFIDENTIALITY AND DISCLOSURE

15.1 The parties and the Mediator shall agree on the extent of documentary disclosure required for an effective Mediation, but the Mediator shall not have the power to compel the disclosure of any document.

15.2 The Mediator shall inform the parties of the confidential nature of Mediation.

15.3 The Mediator, the parties, their experts and advisors, and any other persons who accompany the parties to the Mediation shall keep confidential and shall not disclose to any non-party all information, documents, and communications that are created, disclosed, received, or made available in connection with the Mediation except:

(a) with the parties' written consent;

(b) when ordered to do so by a court of competent jurisdiction or otherwise required to do so by law;

(c) when the information or documents disclose an actual or potential threat to human life;

(d) in respect of any report or summary that is required to be prepared by the Mediator;

(e) where the data about the Mediation is for research and education purposes, and where the parties and the dispute are not, and may not reasonably be anticipated to be, identified by any such disclosure; or

(f) where the information is, or the documents are, otherwise available to the public.

15.4 Within 30 days after the Mediation's conclusion, the Mediator shall destroy all information, documents, and communications created by, disclosed to, received by, or made available to the Mediator in connection with the Mediation unless otherwise agreed by the parties.

15.5 The Mediator shall obtain, in writing, from all experts and consultants engaged by the Mediator and any other person who accompanies the parties, commitments to similar obligations of confidentiality as are provided for in this Rule.

15.6 The Mediator shall maintain confidentiality in the storage and disposal of Mediation notes, records, files, information, documents, and communications.

15.7 If the Mediator holds private sessions (including breakout sessions and caucuses) with one or more parties, he or she shall discuss the nature of such sessions with all parties before commencing such sessions. In particular, the Mediator shall inform the parties of any limits to confidentiality applicable to information disclosed during private sessions.

15.8 The parties agree that Mediation sessions are without prejudice settlement negotiations and disclosures are inadmissible in any further litigation or arbitration except to the extent required by law. The parties agree not to sub-





poena or otherwise require the Mediator to testify or produce records or notes in any future proceedings. No transcripts shall be kept of the proceedings.

15.9 The parties agree that they shall not rely on or introduce as evidence in subsequent arbitral or judicial proceedings any of the following, with the exception of information otherwise produced through the discovery process:

(a) any views expressed, suggestions made, or offers made to or received from any other party in respect of the possible settlement of the dispute;

(b) any admissions made by any other party in the course of the Mediation;

(c) the fact that any other party had indicated a willingness to accept a proposal or recommendation for settlement made by the Mediator; or

(d) proposals made or views expressed by the Mediator.

## 16. SUSPENSION OR TERMINATION OF MEDIATION

16.1 The Mediator may suspend the Mediation:

(a) upon written request by one or more of the parties; or

(b) by issuing a written declaration that further efforts at Mediation would not be useful at this time and that the Mediation is suspended.

16.2 The Mediation is terminated:

(a) by the execution of a settlement agreement by the parties;

(b) by the issuance of a written declaration of one or more parties that the Mediation is terminated; or

(c) by the issuance of a written declaration by the Mediator that further efforts at Mediation would not be useful at this time and that the Mediation is terminated.

## 17. EXCLUSION OF LIABILITY

17.1 The Institute is not liable to any party for any

act or omission in connection with a Mediation conducted under the Rules. In any event, the Institute is not responsible for any loss or damage incurred by any party or any other person arising from negligence or any other cause whatsoever.

18. FEES AND EXPENSES

18.1 The parties shall bear equally and pay the Mediator's fee and all expenses, including travel and the rental of premises, and the costs and expenses of any expert or consultant engaged by the Mediator in accordance with Rule 12.3, unless otherwise agreed by the parties. Such fees shall be paid directly to the Mediator in accordance with the agreement to mediate signed by the parties.

18.2 The parties shall pay to the Institute the fees provided in Schedule "A".

18.3 The Mediator may require the parties to pay an initial deposit and further deposit or deposits, including proportionate shares of the costs of the Mediation.

18.4 Each party shall bear its own costs and expenses for participating in the Mediation, unless otherwise agreed by the parties.

19. EDUCATIONAL PURPOSES

19.1 The Mediator and the Institute may disclose information and data about the Mediation for research and educational purposes only if the parties and the dispute are not, nor may reasonably be anticipated to be, identified by such disclosure.





SCHEDULE "A"

MEDIATION ADMINISTRATIVE FEE SCHEDULE

Please call your Regional Affiliate for fees charged with respect to selecting a mediator under Rule 5.2(a)(i)

SCHEDULE "B"

ADR INSTITUTE OF CANADA, INC.

STANDARD FORM AGREEMENT TO MEDIATE

THE PARTIES

Party 1:Address, Phone, Fax, and E-mail:

Party 2:Address, Phone, Fax, and E-mail:

Party 3:Address, Phone, Fax, and E-mail:

Party 4:Address, Phone, Fax, and E-mail:

Mediator: Address, Phone, Fax, and E-mail:

THE DISPUTE

BRIEF DESCRIPTION OF THE DISPUTE:

MEDIATION

The parties shall attempt to settle the dispute by Mediation, following the provisions of this Standard Form Agreement and the National Mediation Rules of the Institute (the "Rules"), which are incorporated as part of this Agreement to Mediate. Variations to the Rules are noted below:

## THE MEDIATOR

The Mediator shall be bound by the Institute's Code of Conduct for Mediators.

The Mediator shall discuss and arrange for the implementation of the exchange of information and briefs at least 2 weeks before the date of Mediation, unless otherwise agreed by the parties.

## FEES AND EXPENSES

All parties shall bear their own costs for the Mediation process, and shall bear equally and pay the expenses of the Mediation and the Mediator's fees inclusive of all deposits requested by the Mediator, unless otherwise agreed by the parties.

The Mediator's fees are as follows:

_____

_____

_____

_____

_____

## CANCELLATION OR DELAY

It is agreed that any party causing either cancellation of the Mediation or a postponement within 30 business days preceding the Mediation shall be responsible for all costs incurred by the Mediator, along with any cancellation fees.

Date: _____

Signed: _____

_____

Party 1

_____

Party 2

_____

Party 3

_____

Party 4

_____

Mediator



# Code of Conduct for Mediators

As amended April 15, 2011

This Code of Conduct for Mediators (the "Code") applies in its entirety to every Mediator who is a member of the ADR Institute of Canada, Inc. (the "Institute") or any of its Regional Affiliates, or who accepts from the Institute an appointment as Mediator. While Mediators come from varied professional backgrounds and disciplines, every Mediator must adhere to the Code as a minimum. Being appointed as a Mediator confers no permanent rights on the individual, but is a conditional privilege that may be revoked for breaches of the Code.

The Institute and its Regional Affiliates are empowered to investigate alleged breaches of the Code, and may temporarily suspend any Mediator from any of its rosters or from membership in the Institute pending the outcome of an investigation. The Institute is empowered to cancel membership in the Institute or remove any Mediator from any of its rosters if the Mediator is determined by the Institute, either on its own behalf or upon the recommendation of any of its Regional Affiliates, to be in breach of the Code. It is the objective of the Institute to ensure that complaints are investigated fairly.

## 1. CODE'S OBJECTIVES

1.1 The Code's main objectives are:

(a) to provide guiding principles for the conduct of Mediators;

(b) to promote confidence in Mediation as a process for resolving disputes; and

(c) to provide protection for members of the public who use Mediators who are members of the Institute.

## 2. DEFINITIONS

2.1 In the Code:

(a) "Mediation" means the use of an impartial third party to assist the parties to resolve a dispute, but does not include an arbitration; and

(b) "Mediator" means an impartial person who is a member of the Institute or accepts from the Institute an appointment as Mediator and who is engaged to assist the parties to resolve a dispute, but does not include an arbitrator unless the arbitrator is acting as a Mediator by consent of the parties.

(c) "Regional Affiliate" means a regionally based alternative dispute resolution ("ADR") organization designated by the Institute to provide ADR services in a specific region as requested by the Institute.

## 3. PRINCIPLE OF SELF-DETERMINATION

3.1 It is the right of parties to a Mediation to make their own voluntary and non-coerced decisions regarding the possible resolution of any issue in dispute. Every Mediator shall respect and encourage this fundamental principle of Mediation.

3.2 The Mediator shall provide the parties at or before the first Mediation session with information about the Mediator's role in the Mediation. The Mediator shall discuss the fact that authority for decision-making rests with the parties, not the Mediator.

3.3 The Mediator shall not provide legal or professional advice to the parties. The Mediator may express views or opinions on the matters at issue, and may identify evaluative approaches, and where the Mediator does so it shall not be construed as either advocacy on behalf of a party or as legal or professional advice to a party.

3.4 The Mediator shall, where appropriate, advise unrepresented parties to obtain independent legal advice. The Mediator shall also, where appropriate, advise parties of the need to consult with other professionals to help parties make informed decisions.

## 4. INDEPENDENCE AND IMPARTIALITY

4.1 Unless otherwise agreed by the parties after full disclosure, a Mediator shall not act as an advocate for any party to the Mediation and shall be and shall remain at all times during the Mediation:

(a) wholly independent; and

(b) wholly impartial; and

(c) free of any personal interest or other conflict of interest in respect of the Mediation.

## 5. POTENTIAL DISQUALIFICATION

5.1 Before accepting an appointment as Mediator and at all times after accepting such an appointment, a Mediator shall disclose in writing any circumstance that could potentially give rise to a reasonable apprehension of a lack of independence or impartiality in the Mediation of a dispute.

5.2 Any Mediator who makes a disclosure of any circumstance under section 5.1 shall continue to serve as Mediator if all parties to the dispute waive, in writing, the right to object to any reasonable apprehension of a lack of independence or impartiality or conflict of interest that arises as a consequence of that disclosure.

## 6. CONFIDENTIALITY

6.1 The Mediator shall inform the parties and any experts, advisors, and any other persons who accompany a party to a Mediation session of

the confidential nature of Mediation.

6.2 The Mediator, the parties, their experts and advisors, and any other persons who accompany a party to a Mediation session shall keep confidential and shall not disclose to any non-party all information, documents, and communications that are created, disclosed, received, or made available in connection with the Mediation except:

(a) with the parties' written consent;

(b) when ordered to do so by a court or otherwise required to do so by law;

(c) when the information/documentation discloses an actual or potential threat to human life;

(d) in respect of any report or summary that is required to be prepared by the Mediator;

(e) where the data about the Mediation is for research and education purposes, and where the parties and the dispute are not, nor may reasonably be anticipated to be, identified by such disclosure; or

(f) where the information is, or the documents are, otherwise available to the public.

6.3 If the Mediator holds private sessions (including breakout meetings and caucuses) with one or more parties, he or she shall discuss the nature of such sessions with all parties before commencing such sessions. In particular, the Mediator shall inform the parties of any limits to confidentiality that may apply to information disclosed during private sessions.

6.4 The Mediator shall maintain confidentiality in the storage and disposal of Mediation notes, records, files, information, documents and communications.

## 7. QUALITY OF THE PROCESS

7.1 The Mediator shall make reasonable efforts before Mediation is initiated or at the start of the Mediation to ensure that the parties understand the Mediation process.





7.2 The Mediator shall conduct Mediations in a manner that permits the parties to participate effectively in the Mediation and that encourages respect among the parties.

7.3 The Mediator shall acquire and maintain professional skills and abilities required to uphold the quality of the Mediation process.

7.4 The Mediator shall act professionally at all times, and the Mediator shall not engage in behaviour that will bring the Mediator or the Institute into disrepute.

7.5 A Mediator who considers that a Mediation in which he or she is involved may raise ethical concerns (including, without limitation, the furtherance of a crime or a deliberate deception) may take appropriate action, which may include adjourning or terminating the process.[m]

## 8. ADVERTISING

8.1 In advertising or offering services to clients or potential clients, the Mediator shall:

(a) refrain from guaranteeing settlement or promising specific results; and

(b) provide accurate information about his or her education, background, mediation training and experience, in any oral or written representation or biographical or promotional material.

## 9. FEES

9.1 The Mediator shall give the parties as soon as practicable after his or her appointment a written statement of a fee structure, likely expenses, and any payment retainer requirements.

9.2 The Mediator's fees shall not be based on the outcome of Mediation, or on whether there was a settlement, or (if there was a settlement) on the terms of settlement.

9.3 The Mediator may charge a cancellation or a late/delay fee within the Mediator's discretion, provided the Mediator advises the parties in advance of this practice and the amount of the fee.

## 10. AGREEMENT TO MEDIATE

10.1 The Mediator and the parties shall prepare and execute a mediation agreement setting out:

(a) the terms and conditions under which the parties are engaging the Mediator;

(b) if the National Mediation Rules of the Institute apply to the Mediation, any of the Rules that the parties agree shall not apply to the Mediation; and

(c) any additional rules that the parties agree shall apply to the Mediation.

## 11. TERMINATION OR SUSPENSION OF MEDIATION

11.1 The Mediator may suspend or terminate the Mediation if requested, in writing, by one or more of the parties.

11.2 The Mediator may suspend or terminate the Mediation with a written declaration by the Mediator that further efforts at mediation would not be useful at this time.

## 12. OTHER CONDUCT OBLIGATIONS

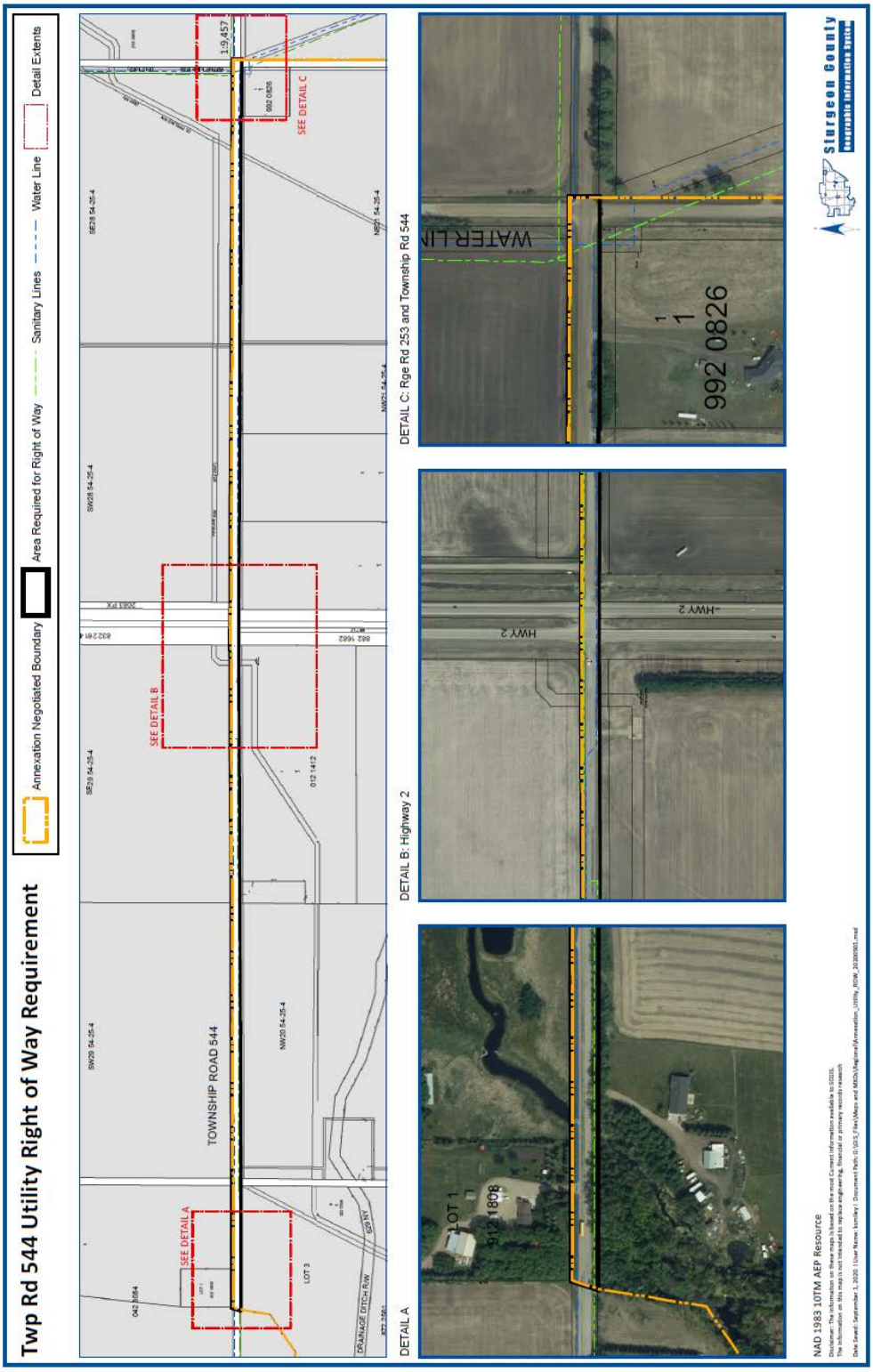
12.1 Nothing in the Code replaces or supersedes any other ethical standard or code that may govern the Mediator. Where there are multiple such standards or codes, the Mediator shall be bound by the stricter or strictest of them.


ADR Institute of Canada, Inc.© As amended August 3, 2012

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## SCHEDULE "H"

## County Water and Sewer Infrastructure
## Referred to in Section 5.4



**SCHEDULE "I"**

**County Land Use Bylaw 1385/17**

**Section 11.1**



## PART 11 PRIMARY INDUSTRY DISTRICTS

### 11.1 AG – AGRICULTURE DISTRICT

.1 General Purpose

This district accommodates traditional agricultural operations and the supportive services that are essential to grow and sustain the agricultural industry. This district distinguishes between major, minor and residential where:

AG-Major are tracts of land 16ha (39.5ac) or larger in size;
AG-Minor are *parcels* between 4ha (9.8ac) and 15.9ha (39.3ac); and
AG-Residential are *parcels* smaller than 4ha (9.8ac).

.2 Uses

| Permitted Uses | Discretionary Uses |
|---|---|
| *Accessory, building** | *Accessory, building ** |
| *Accessory, use** | *Accessory, use** |
| *Bed and breakfast* | *Agricultural support service* |
| *Dugout* | *Auctioneering establishment*** |
| *Dwelling, single detached* | *Community garden* |
| *Family day home* | *Equestrian facility**** |
| *Farm help accommodation* | *Group home, major* |
| *Group home, minor* | *Guest ranch* |
| *Home-based business, level 1 (office)* | *Home-based business, level 3* |
| *Home-based business, level 2* | *Kennel and animal boarding* |
| *Intensive agriculture* | *Secondary dwelling***** |
| | *Secondary suite* |
| | *Temporary asphalt plant*** |
| | *Temporary concrete batch plant*** |
| | *Topsoil screening* |
| | *Veterinary clinic* |

* Refer to Section 6.1 for further clarification.
**Only allowed on AG-Major parcels
***Only allowed on AG-Major and AG-Minor parcels
****Refer to Section 6.24 for further clarification.

.3 Subdivision Regulations

(a) Unless otherwise indicated within a *planning document*, a *quarter section* in the AG district of 64.7ha (160ac) shall contain a maximum combined *density* of four *parcels*, comprised of:

(i) two AG – Major *parcels* of approximately 32.4ha (80ac) each or alternative sizes necessary due to *land fragmentation*; and

(ii) two AG – Residential *parcels* (one of which may be subdivided from each AG – Major *parcel* having a minimum size of 32.4ha (80ac) in accordance with Paragraph 11.1.3(e) of this Bylaw).

(b) Notwithstanding Subparagraph 11.1.3(a)(ii), the Subdivision Authority may consider the subdivision of a second AG – Residential parcel from the same 32ha (80 ac) AG parcel when all of the following criteria are met:

(i) no other parcel has been subdivided from the abutting 32ha (80 ac) AG parcel on that same quarter section; and

(ii) no secondary dwelling exists on the abutting 32ha (80 acre) AG parcel on that same quarter section; and

(iii) such a location would assist in preserving agricultural land and/or avoid a site constraint on the abutting 32ha (80 ac) AG parcel on that same quarter section related to access, topography, a pipeline, or other hazard or land use conflict; and

(iv) the landowner of the abutting 32ha (80 ac) AG parcel on that same quarter section provides their written consent and furthermore allows the County to register a restrictive covenant agreeing to forgo any future opportunity for subdivision or a secondary dwelling pursuant to this Bylaw.

(c) Where an AG – Major *parcel* is either smaller or larger than the conventional 64.7ha (160ac) and/or 32.4ha (80ac) *parcel* size (e.g. due to the presence of a redistricted *parcel*(s), or surveying anomalies due to river lots or *land fragmentation*), the *subdivision* regulations are as follows:

(i) AG – Major *parcels* between 16ha (39.5ac) and 47.9ha (118.4ac) shall be considered equivalent to a 32.4ha (80ac) AG *parcel* (i.e. half a *quarter section*).

(ii) AG – Major *parcels* between 48ha (118.5ac) and 79.9ha (197.5ac) shall be considered equivalent to a 64.7ha (160ac) AG *parcel* (i.e. a full *quarter section*).

(iii) AG – Major *parcels* of 80ha (197.6ac) or larger shall be considered equivalent to a 64.7ha (160ac) AG *parcel* (i.e. a full *quarter section*) plus any additional *subdivision* potential beyond 64.7ha (160ac) in accordance with the proportions referenced in Subparagraph 11.1.3(c)(i), (ii) or (iii).

(d) AG – Minor *parcels* shall be considered equivalent to an AG – Residential *parcel* and therefore have no further *subdivision* potential.

(e) The maximum size of an AG – Residential *parcel* shall be 1ha (2.47ac), unless a larger area is essential to:

(i) encompass mature *shelterbelts*, existing *buildings* or any other related features associated with an existing *farmstead* (however, additional farmland will not be compromised to accommodate a septic system, the *setback* distances associated with a septic system, a *dugout*, or an extensive area of *fencing*); and/or

(ii) mitigate any site constraints which could otherwise significantly limit the *development* potential of a 1ha (2.47ac) *parcel* or create land *use* conflicts – such as but not limited to *setback* distances from pipelines, low-lying or steep topography, inaccessible portions of land or *land fragmentation* (however, additional farmland will not be compromised when a site constraint could equally be addressed by modifying the location and/or dimensions of the proposed 1ha (2.47ac) *parcel*).

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