

BYLAW 1545/21
STURGEON COUNTY AND TOWN OF GIBBONS
INTERMUNICIPAL DEVELOPMENT PLAN
STURGEON COUNTY, MORINVILLE, ALBERTA

A BYLAW OF STURGEON COUNTY, IN THE PROVINCE OF ALBERTA, TO ADOPT AN INTERMUNICIPAL DEVELOPMENT PLAN FOR STURGEON COUNTY AND THE TOWN OF GIBBONS.

WHEREAS, section 631 of the *Municipal Government Act*, RSA 2000 c M-26 (the Act) requires that municipalities that have common boundaries and that are not both members of a growth region adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary;

AND WHEREAS, the Act does not require municipalities to adopt an intermunicipal development plan with each other if they agree they do not require one but where the Councils of Sturgeon County and the Town of Gibbons have recognized the need to cooperate in the planning of future land use and development along the shared common municipal boundary and therefore deem it appropriate to establish an intermunicipal development plan;

AND WHEREAS, both Councils are satisfied that the intermunicipal development plan meets the requirements in 631(8) of the Act;

NOW THEREFORE, the Council of Sturgeon County, duly assembled, enacts as follows:

1. The Intermunicipal Development Plan of Sturgeon County and the Town of Gibbons, attached to this Bylaw as Schedule "A", is hereby adopted.
2. If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed, and the remainder of the Bylaw is deemed valid.
3. This Bylaw shall come into force and take effect on upon being passed by the Councils of Sturgeon County and the Town of Gibbons.

Read a first time this 23rd day of March, 2021.

Read a second time this 13th day of April, 2021.

Read a third time this 13th day of April, 2021.

April 15, 2021

DATE SIGNED

"Original Signed"

Alanna Hnatiw

MAYOR

"Original Signed"

Reegan McCullough

COUNTY COMMISSIONER (CAO)

Schedule "A"

Intermunicipal Development Plan

Town of Gibbons / Sturgeon County

March 11, 2021



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A. PURPOSE AND OBJECTIVES

- 1) Under requirements identified in the *Municipal Government Act*, the Town of Gibbons (the Town) and Sturgeon County (the County) have agreed to undertake the process for preparing and adopting an Intermunicipal Development Plan (IDP).
- 2) The Town and the County recognize that all municipalities are equals and have the right to growth and development.
- 3) The purpose of the IDP is to address the requirements listed within the *Municipal Government Act*, and to:
 - a) Establish a framework for sub-regional economic development;
 - b) Ensure there is a mechanism for intermunicipal referrals and dispute resolution;
 - c) Develop land use policies that support agriculture and agricultural practices; and
 - d) Ensure good communication mechanisms and ongoing dialogue regarding planning and development matters exist between the Parties.

B. MUNICIPAL CONTEXT

Town of Gibbons

The Town covers an area of approximately 750.7 hectares (1855.0 acres), with a population of 3,159 (Federal Census, 2016). Gibbons is a town located in central Alberta, approximately 35 km north of Edmonton, along Highway 28A.

Sturgeon County

Sturgeon County's footprint of 2,090.13 square kilometers covers an area of approximately 209,013 hectares (516,482 acres). The County has varied land uses, ranging from agricultural, to heavy industrial, to country residential. Sturgeon County's current population is 20,506 (Municipal Census, 2019). The County surrounds five urban municipalities (the Towns of Bon Accord, Gibbons, Legal, Morinville and Redwater) and is home to ten hamlets/urban service areas, one First Nation Reserve, the Canadian Forces Base Edmonton, and the Villeneuve Airport. The County is one of the thirteen members of the Edmonton Metropolitan Board.

The Town and County are located in central Alberta, in accordance with the location indicated on Map 1: Sturgeon County Location Map and Map 2: Gibbons Location Map.

C. DEFINITIONS

- 1) In this IDP, words shall have the same meanings as in the *Municipal Government Act*, except that:
 - a) **Committee** means the Intermunicipal Committee established in the Intermunicipal Collaboration Framework between the Parties.
 - b) **Environmentally Significant Lands** means all lands within the Plan Area that are: (a) a swamp; (b) a gully, ravine or coulee; (c) an escarpment; (d) a natural drainage course; (e) riparian lands adjacent to the beds and shores of rivers, streams, creeks, watercourses and natural drainage courses; (f) wetlands; (g) lands subject to flooding, including Flood Risk Areas, floodways, and flood fringes; (h) unstable lands; (i) natural areas including forests, woodlands, meadows and prairies; or (j) contaminated lands. Areas identified as having environmentally significant features, per legislative description within the MGA, will be given the same level of review and significance as Environmentally Significant Lands.
 - c) **Intermunicipal Collaboration Framework** means the agreement entered into by Sturgeon County and the Town of Gibbons, pursuant to Part 17.2 of the *Municipal Government Act*.
 - d) **MGA** means the Alberta *Municipal Government Act*, RSA 2000, c M-26.
 - e) **Parties** means, collectively, Sturgeon County and the Town of Gibbons and **Party means either one of them**. Throughout this document, the Parties may also be referred to as the ‘municipalities’ or the ‘Town and County.’
 - f) **Plan** means this Intermunicipal Development Plan adopted by the Parties. Throughout this document, the Plan may also be referred to as the ‘IDP.’
 - g) **Plan Area** refers to the area of land identified within this Intermunicipal Development Plan that requires specific action by the Parties to address future planning proposals, noted in Section O of this document (see Map 3).
 - h) **Shall** means obligatory direction.

D. FUTURE GROWTH & ECONOMIC DEVELOPMENT

- 1) The Parties shall continue to encourage agricultural activity in the Plan Area.
- 2) Notwithstanding the clause above, the Parties agree to work together to promote and support economic development that benefits both municipalities. Should future developments be proposed which may be mutually beneficial, the Parties agree to jointly evaluate the proposal in a timely and efficient manner.

E. LAND USE POLICIES

- 1) The Parties agree that the long-term land use planning concept for the Plan Area is consistent with the land use designations depicted on Map 4. To reference current land use designations, please see Sturgeon County's Land Use Bylaw.
- 2) The predominant land use within the Plan Area shall remain Agricultural - General, as identified within the County's Land Use Bylaw. Any amendments to land uses within the Plan Area shall be referred to the Town, per Section J of this IDP.
- 3) The County's Land Use Bylaw governs existing land uses in the Plan Area.
- 4) In considering subdivision and development proposals within the Plan Area, the County's subdivision and development authorities will ensure that the proposed subdivision and/or development conforms to the Sturgeon County Land Use Bylaw.
- 5) Buffers or similar mechanisms to mitigate potential conflict between incompatible uses shall be required by the County where appropriate.
- 6) The Parties agree to jointly discuss ways to cooperate with Provincial and Federal agencies and utility providers to help facilitate the efficient delivery of infrastructure and services that are of a mutual benefit.
- 7) Location of new Confined Feeding Operations or manure storage facilities within the Plan Area shall be in accordance with the Sturgeon County Municipal Development Plan and require approval per the Natural Resource Conservation Board (NRCB) pursuant to the *Alberta Agricultural Operations Practices Act* (AOPA) and associated regulations. In the spirit of collaborative land use planning and reducing the potential for land use conflict, the County shall refer to the Town all NRCB referrals received regarding potential new or expanding confined feeding operations in the Plan Area, and the County shall incorporate into its response to NRCB any comments received from the Town.
- 8) An Area Structure Plan will be required for any multi-lot subdivisions in the Plan Area. Multi-lot subdivisions shall be considered to be any subdivision which will create five or more lots in addition to the remnant parcel, on a quarter section, excluding quarter sections containing both a farmstead/undeveloped country residential site and fragmented parcel. Area Structure Plans shall meet all Provincial requirements.
- 9) All future Area Structure Plans should also contemplate:
 - a) A regional trail network, connecting points of interest within the Town and County;
 - b) Environmental reserve locations along water bodies, water courses, and natural features;
 - c) Municipal reserve locations to ensure future provision of schools and community amenities; and
 - d) Additional land use planning considerations as deemed necessary by the County and Town.

- 10) In considering subdivision and development permit applications in the Plan Area, the County will ensure the proposed development is compatible with adjacent uses.
- 11) The following land use provisions will apply within the Plan Area.
 - a) As the Plan Area is governed by the County's Land Use Bylaw, municipal reserve will be collected as referred in the County's subdivision application process.
 - b) Within the Plan Area if environmental reserve is dedicated, it shall be dedicated to protecting lands not suitable for development and to reduce impacts on environmentally significant lands.

F. ENVIRONMENTAL MATTERS

- 1) All agricultural operators and other users are encouraged to continue best practices to maintain high standards of water quality.
- 2) Land use and development in a floodway is generally discouraged unless for the purpose of a park or a trail. Areas identified to be environmentally significant for a drainage course will be protected unless otherwise stated within the MGA.
- 3) Landowners and residents are encouraged to follow water conservation and watershed stewardship practices, as established by their respective municipality.
- 4) The Parties will endeavour to ensure that all sources of potable water supply within their respective jurisdictions are protected and meet provincial guidelines for water quality.
- 5) The Parties agree that development of lands within the Plan Area may impact environmentally significant lands. Development proposals in these areas may be required to:
 - a) Conduct an environmental impact assessment (EIA); and
 - b) Contact Alberta Environment and Parks regarding the development.
- 6) Within the County, development setbacks from waterbodies and watercourses shall be enforced as per the County's Land Use Bylaw and Municipal Development Plan.

G. MUNICIPAL SERVICING

- 1) Lands required for future utility and servicing right-of-way, as identified through the mutual agreement of the Parties, shall be protected at the time of subdivision and development. To this end, utility corridors shall be identified in future area structure plans.

- 2) Natural and man-made drainage courses that support the overall management of storm water within the Plan Area shall be protected at the time of subdivision or development. To this end, storm water drainage courses shall be identified within future Area Structure Plans and the Parties may require additional studies and drainage plans.
- 3) Should the Town require land located within the County for future utility expansion, the County will endeavour to protect the lands for that purpose.
- 4) For developments located within the Plan Area requiring, or proposed to require, municipal services from the Town, the County will submit the relevant portions of the development agreement, including full details on servicing standards and anticipated volumes, for the Town's approval.
- 5) The Parties agree that potential joint servicing opportunities will be evaluated on the merits of an individual development proposal and based on a business case submitted by the initiating Party. Should the opportunities be deemed mutually acceptable, the Parties agree to enter into a joint servicing agreement for said services (including but not limited to developments requiring water, wastewater, and natural gas services in the Plan Area).

H. TRANSPORTATION SYSTEMS

- 1) The Parties will work together to ensure that a safe and efficient transportation network is developed and maintained to service residents and businesses within the Plan Area. The Parties will also cooperate on the development of all future Transportation Master Plans.
- 2) When subdivisions are approved in the Plan Area, all right-of-way requirements will be secured to ensure that long-term transportation and road plans can be implemented when warranted.
- 3) The Parties agree to plan regional roads collaboratively. Road closure applications and road realignments will be discussed jointly prior to municipal approval.

I. RESOURCE DEVELOPMENT & UTILITY CORRIDORS

- 1) The Parties will work with representatives from industry including, but not limited to, oil and gas and telecommunication industries to promote resource infrastructure development which does not negatively impact existing and/or future development within the Plan Area.
- 2) The Parties agree to refer all oil and gas infrastructure and telecommunication infrastructure related applications in the Plan Area to the other municipality for review and comment.
- 3) The Parties support the development of broadband and communications infrastructure in the Plan Area and region. As such, the Parties will work collaboratively to promote and encourage broadband and communications infrastructure.

J. COMMUNICATION AND REFERRAL PROCESS

- 1) The Parties agree that the County will refer to the Town the following planning proposals within the Plan Area, per the following chart. The Parties additionally agree that the Town will respond to the County on referrals within the maximum response period as identified in the following chart:

Planning Proposal Type	Maximum Response Period
a) Municipal Development Plans and Municipal Development Plan amendments	21 calendar days
b) Area Structure Plans, Area Redevelopment Plans, and amendments	21 calendar days
c) Land Use Re-designations	21 calendar days
d) Subdivisions	21 calendar days
e) Discretionary Development Permits	21 calendar days
f) Road Access/Use, Road Closures, and Road Realignment	21 calendar days

- 2) The Parties agree that the Town will refer to the County the following planning proposals for any Town lands abutting the Plan Area, per the following chart. The Parties additionally agree that the County will respond to the Town on referrals within the maximum response period as identified in the following chart:

Planning Proposal Type	Maximum Response Period
a) Municipal Development Plans and Municipal Development Plan amendments	21 calendar days
b) Area Structure Plans, Area Redevelopment Plans and amendments	21 calendar days
c) Discretionary Development Permits	21 calendar days
d) Land-use Redesignations	21 calendar days
e) Road Access/Use, Road Closures and Road Realignment	21 calendar days
f) Subdivisions	21 calendar days

- 2) The response period indicated in sections J(1) and J(2) may be extended upon notification in writing by the responding Party.
- 3) The Parties shall strive, to the best of their ability and knowledge, to refer all notices of federal, provincial, and municipal government projects within the Plan Area to the other Party.

K. PLAN ADMINISTRATION AND IMPLEMENTATION

1) Approving Authorities:

- a) Each Party shall follow and implement the objectives and policies of this Plan and shall make amendments, as necessary, to ensure their statutory plans are consistent with this Plan and their Land Use Bylaws and that their other planning documents and procedures facilitate implementation of this Plan.

2) Plan Amendments and Repeal:

- a) An amendment to this IDP may be proposed by either Party. An amendment to the IDP proposed by a landowner shall be made to the municipality in which the subject land is located.
- b) An amendment to this IDP has no effect, unless adopted by both municipalities by bylaw in accordance with the MGA.
- c) In the event that either Party determines this IDP is no longer acceptable, either Party may initiate the process to repeal this Plan. The following process shall be followed:
 - i) Either Party may give the other Party written notice of its intention to repeal and replace this IDP.
 - ii) Within thirty (30) days of the above written notice, a Committee meeting shall be scheduled. The Committee meeting shall occur no later than sixty (60) days from the date the written notice is registered.
 - iii) Following the Committee meeting, the Party initiating the repeal procedure may withdraw its intention by giving written notice to the other Party.
 - iv) If repeal proceedings are to advance, the Parties shall initiate the development of, and adopt, a new IDP in accordance with the MGA to repeal and replace the current IDP.

3) Plan Review:

- a) Once every four years, commencing no later than 2024, the IDP will be reviewed by the Committee to confirm or recommend amendment of any IDP policies. The Committee will prepare recommendations for consideration by the municipal Councils.

L. ANNEXATION

- 1) The Plan Area is not representative of any future annexation plans between the Parties, and generally that:
 - a) at this time the Town has sufficient land within its current boundary;
 - b) if the Town intends to propose annexation in the future it will do so based on demonstrated need by developing a Growth Study; and

- c) it is the mutual intent of the Parties to endeavour to reach an agreement on any future annexation prior to formal application.

M. DISPUTE RESOLUTION

- 1) The Parties commit to resolving any disputes under the Intermunicipal Development Plan in a non-adversarial, informal, and cost-efficient manner.
- 2) The Parties agree to make all reasonable efforts to resolve any disputes by negotiation and agree to provide open and timely disclosure of relevant facts, information, and documents to facilitate negotiations.
- 3) When a Party believes there is a dispute under the Intermunicipal Development Plan and wishes to engage in dispute resolution, the Party must give written notice of the matters under dispute to the Chief Administrative Officer of the other Party to attempt to negotiate a resolution to the dispute.
- 4) If a dispute cannot be resolved to the satisfaction of the Parties within thirty (30) calendar days of the dispute being referred to the Chief Administrative Officers, the dispute will be referred to the Committee to attempt to negotiate a resolution to the dispute.
- 5) If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Committee, the dispute will be referred to the Councils of both Parties.
- 6) If a dispute cannot be resolved to the satisfaction of the Parties within sixty (60) calendar days of the dispute being referred to the Councils of the Parties, the dispute will be referred to a mediator acceptable to both Parties, unless the Parties mutually agree not to mediate the dispute. The costs of mediation shall be shared equally between the Parties.
- 7) Mediation shall be completed in a timely and efficient manner. If the dispute has not been resolved to the satisfaction of the Parties within three (3) months after the appointment of a mediator, and the Parties have not mutually agreed to extend the term of mediation, the mediation is deemed unsuccessful and shall be terminated.
- 8) If a dispute cannot be resolved through the above noted process, a Party may, if applicable, appeal the matter to the Land and Property Rights Tribunal in accordance with Section 690 of the *Municipal Government Act*, or notify the Minister of Municipal Affairs of the dispute and request the Minister to refer the matter to the Land and Property Rights Tribunal for its recommendations in accordance with Part 12 of the *Municipal Government Act*.

N. CORRESPONDENCE

- 1) Written notice under this Plan shall be addressed as follows:
 - a) In the case of the Sturgeon County to:
Sturgeon County
c/o Chief Administrative Officer
9613-100 Street
Morinville, Alberta T8R 1L9
 - b) In the case of the Town of Gibbons to:

Town of Gibbons
c/o Chief Administrative Officer
4807 50 Avenue, Box 68
Gibbons, Alberta T0A 1N0
- 2) In addition to section N(1), notices may be sent by electronic mail to the Chief Administrative Officer of each municipality. If an email is received after 5PM on a Friday, it shall be deemed to be received the following business day.

IN WITNESS WHEREOF the Parties have affixed their corporate seals as attested by the duly authorized signing officers of the Parties signed this _____ day of _____, 2021 at _____, Alberta.

STURGEON COUNTY

TOWN OF GIBBONS

Mayor

Mayor

Chief Administrative Officer
Bylaw No. 1545/21

Chief Administrative Officer
Bylaw No.: PLU-1-21

O. MAPS

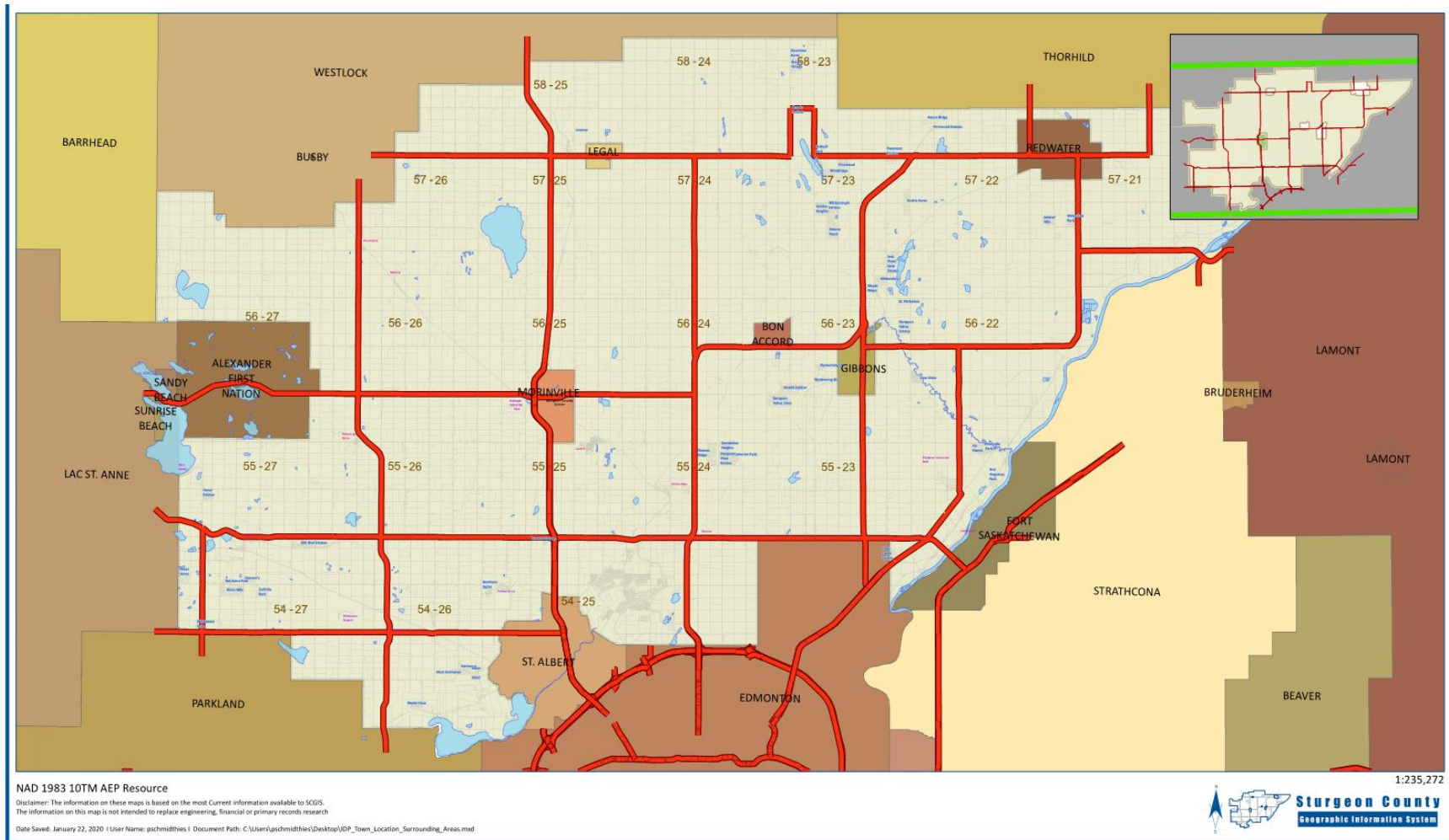
Map 1: Sturgeon County Location

Map 2: Gibbons Location

Map 3: Plan Area

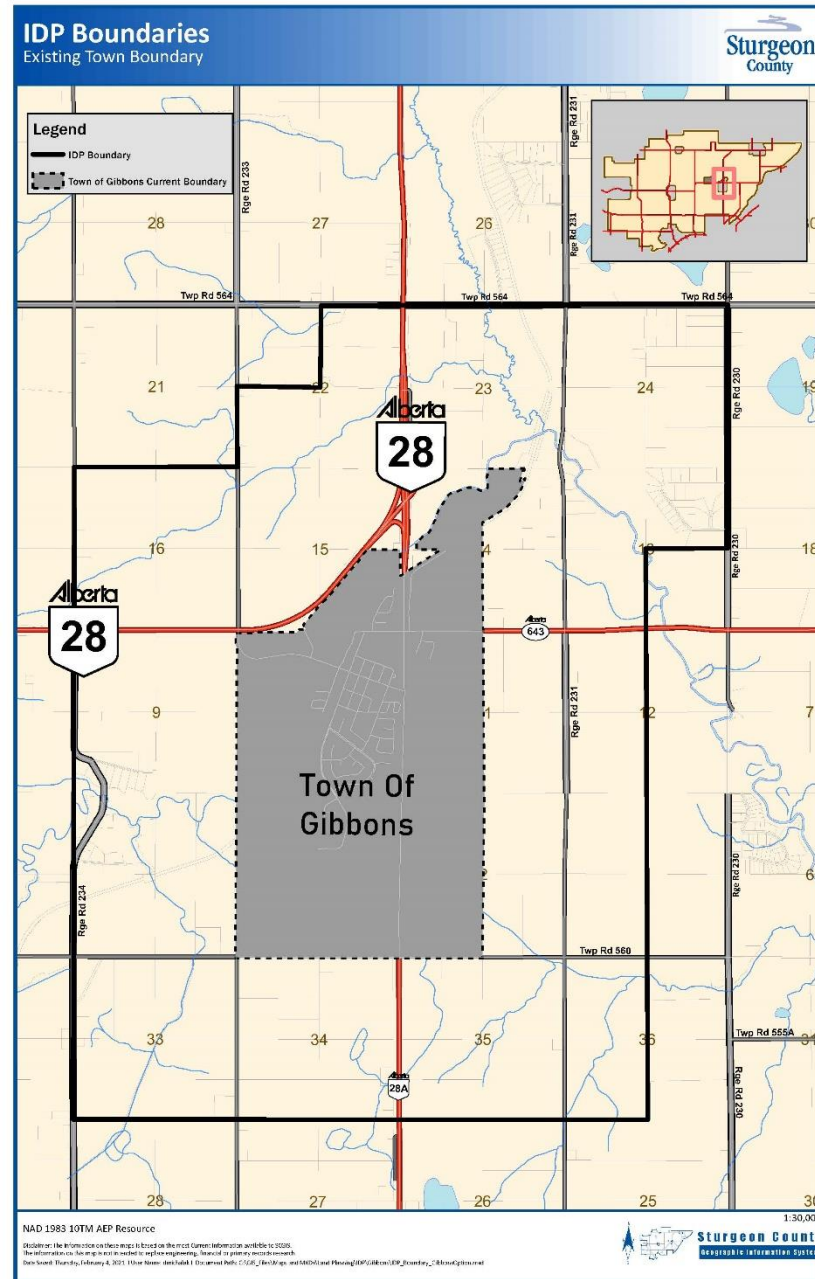
Map 4: Land Use Concept Map (for up-to-date Land Use Designations please see Sturgeon County's Land Use Bylaw)

Map 1: Sturgeon County Location



Map 2: Gibbons Location





Map 4: Land Use Concept Map

