

# Court of King's Bench of Alberta

**Citation: Terrigno v Rocky View County, 2026 ABKB 244**

**Date:** 20260330  
**Docket:** 2501 12414  
**Registry:** Calgary

Between:

**Mike Terrigno**

Applicant

- and -

**Rocky View County**

Respondent

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**Case Management Decision of the Honourable Mr. Justice O.P. Malik  
Regarding The Applicant's Request to Extend Time  
To Satisfy Prior-To-Release Conditions Of A Notice Of Decision**

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## **I. Introduction**

[1] The issue before me is whether I should grant the Applicant's request for an extension of the maximum time allowable under the Rocky View County *Land Use Bylaw*, Bylaw C-8000-2020 (the "*Bylaw*") to satisfy certain prior-to-release conditions of a Notice of Decision issued by the Respondent, Rocky View County (the "County"). If these conditions are not met by March 31, 2026, the Notice of Decision expires.

## **II. Background**

[2] On September 7, 2021, the County's development authority issued a Notice of Decision which conditionally approved the Applicant's development permit application for the construction of a multi-tenant industrial office/warehouse building, subject to various prior-to-release conditions.

[3] The Applicant's deadline to satisfy these conditions and obtain a development permit expired on March 31, 2022. He was subsequently granted four twelve-month extensions, which extended the deadline to March 31, 2026. Two conditions remain outstanding: an executed road widening agreement and a utility right-of-way agreement (the "Agreements"). The Applicant seeks a further extension of 30 to 60 days because he and the County's development authority have not been able to resolve the wording of the Agreements.

[4] On February 24, 2026, the County advised the Respondent that it would not grant him a further extension. On February 27, the County sent its draft Agreements to the Applicant. The Applicant responded with proposed revisions on March 4. On March 5, the County informed him that there was insufficient time to consider his revisions.

[5] The Applicant requests an extension of time beyond what the *Bylaw* allows so that he and the County may resolve their ongoing disagreement about the wording of the Agreements. The Applicant contends that the County's decision to deny him a further extension is unreasonable. He argues that it is unfair for the County to require him to sign Agreements whose terms he disputes, especially when it refuses to consider his proposed changes. He accuses the County of coercive and unreasonable conduct and says that it is acting contrary to its obligations as a public authority.

[6] The County disagrees, claiming that the Applicant's proposed revisions are substantial, constitute a material re-write of the Agreements, and significantly depart from its approved, standard-form templates.

### III. The Statutory Framework

[7] The *Municipal Government Act* RSA 2000 c M-26 (the "*MGA*") establishes the statutory framework governing land development in Alberta: *Landry v Rocky View County (Subdivision and Development Appeal Board)*, 2025 ABCA 34 at para 25. Part 17 of the *MGA* sets out the rules for municipal planning, subdivision, and land development. It empowers municipal districts to create statutory plans and land use bylaws, and to appoint development authorities responsible for deciding development permit applications. Decisions regarding applications are subject to an administrative appeal process, which typically involves review by a Subdivision and Development Appeal Board ("SDAB"), Alberta's primary municipal appeal body for land-use related decisions.

[8] Section 640 of the *MGA* requires the County to enact a land use bylaw. A stated purpose of the *Bylaw* is to establish a method of making decisions on applications for development, including the issuing of development permits and the discretionary power of the development authority: section 3(e). Section 640(2)(c)(iv) of the *MGA* authorizes a development authority to attach conditions to a development permit. Section 51(a) of the *Bylaw* provides that the development authority is responsible for making decisions on all development permit applications. Section 52(b) of the *Bylaw* authorizes the development authority to provide written time extension agreements in alignment with the *Bylaw*. However, section 66 of the *Bylaw* limits these agreements with respect to prior-to-release conditions related to an approved development permit to a maximum of three extensions, each lasting twelve months.

### IV. Discussion

[9] This application was addressed during a 60-minute Case Conference held on March 27, 2026. The Applicant submitted his application and supporting Affidavit on March 13. Neither party filed written briefs or provided case law beforehand. The hearing was conducted orally, with both parties making brief submissions. Although the parties referenced several cases during their presentations, I did not receive copies of these authorities until after the Case Conference. Due to time constraints, the parties were unable to respond to each other's arguments and case law following the conclusion of the Case Conference.

[10] In summary, the Applicant contends that, as a superior court with inherent jurisdiction, this Court possesses the authority to grant remedies for all legal and equitable claims properly brought

before it, pursuant to section 8 of the *Judicature Act*, RSA 2000 c J-2. The Applicant asserts that this includes the power to extend the maximum time limit imposed by the *Bylaw* for fulfilling prior-to-release conditions. He further argues that there is no reasonable alternative administrative remedy available to him, because initiating a new development permit application or appealing the development authority's decision to the SDAB would entail significant time, delays, and costs. In support of his arguments, he relies on *Strickland v Canada (Attorney General)*, 2015 SCC 37, *Alberta Turkey Producers v Leth*, 2006 ABQB 497, *Brotherhood of Maintenance of Way Employees Canadian Pacific System Federation v Canadian Pacific Ltd*, [1996] 2 SCR, *AltaLink Management Ltd v Edmonton (City)*, 2005 ABQB 333, and *Spruce Grove Gun Club v Parkland (County)*, 2018 ABQB 427.

[11] The County contends that I lack the jurisdiction to alter the maximum time extensions prescribed by the *Bylaw*. Should the Applicant dispute the development authority's decision, the County submits that recourse lies in an appeal to the SDAB. It further asserts that the SDAB possesses the mandate to review the conditions attached to a development permit, including the form and substance of the Agreements: *McCauley Community League v Edmonton (City)*, 2012 ABCA 86. In response to my inquiry, the County confirmed that it would suspend the expiry of the Applicant's Notice of Decision while an appeal to the SDAB remains pending.

[12] I find no authority that would permit me to unilaterally alter the maximum time limit established by the *Bylaw* for an applicant to fulfil prior-to-release conditions. The County derives its authority over local land use issues from Part 17 of the *MGA* and puts this authority into practice through its *Bylaw*. The *Bylaw* clearly specifies that the development authority may grant time extension agreements for prior-to-release conditions, but only for up to three extensions of twelve months each, totalling a maximum of 36 months<sup>1</sup>.

[13] I agree with the County that the SDAB possesses the mandate to review the conditions attached to the development permit and any issues relating to its expiry: *McCauley* at paras 23, 27. Although this Court occasionally exercises its jurisdiction to review such issues in special circumstances, none exist here. The Applicant has not yet utilized the review or appeal processes available under the statutory scheme: *McCauley* at para 28; *Spruce Grove Gun Club* at paras 43-47.

[14] When the Notice of Decision was issued in September 2021, the Applicant was aware of the prior-to-release conditions he needed to satisfy. Although I cannot comment on whether there were valid reasons for delaying the completion of the Agreements until the last moment, I do not find that I have the jurisdiction to grant an additional time extension given the *Bylaw* expressly caps time extensions to 36 months. The Applicant's options are to submit a new development permit application or to appeal the development authority's refusal to consider the pre-release-conditions fulfilled to the SDAB. I recognize that both remedies involve delays, increased costs, and inconvenience.

[15] The Applicant has not convinced me that there is any legal or equitable justification for extending the maximum time limits set out in the *Bylaw*, especially when the application is based

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<sup>1</sup> I do not know on what basis the development authority granted the Applicant an additional twelve-month extension over and above what the *Bylaw* allows. If the *Bylaw* is applied as written, the Applicant's deadline to satisfy the disputed conditions expired on March 31, 2025.

primarily on considerations of expediency and convenience. Accordingly, I dismiss the application.

**V. Disposition**

[16] The application is dismissed.

[17] The Applicant claims entitlement to elevated costs, alleging a “history of high-handed, unreasonable, and improper conduct” by the County that amounts to “bad faith and an abuse of public authority.” However, there is no evidence before me to support such allegations. The County participated in the Case Conference remotely but did not provide any materials, including a written response to the application. Given these circumstances, I decline to award costs.

Heard on March 27, 2026.

**Dated** at the City of Calgary, Alberta on March 30, 2026.

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**O.P. Malik**  
**J.C.K.B.A.**

**Appearances:**

The Applicant, self-represented

Brendan Dzioba, Alifeyah Gulamhusein, and Kent T. West,  
For the Respondent, Rocky View County

Andrew MacGregor,  
For Campo Properties Inc