



**MEETING DATE: FEBRUARY 25, 2025**

# **REQUEST FOR DECISION - TO COUNCIL**

## **SUBJECT**

**BUFFALO TRAIL SCHOOL DIVISION JOINT USE AND PLANNING AGREEMENT –  
MOTION REQUIRED**

## **RECOMMENDATION**

THAT the County of Vermilion River approve the presented Joint Use and Planning agreement with Buffalo Trail School Division and send the amended agreement to Buffalo Trail School Division for signature.

## **DETAILS**

**Background:** On June 10, 2023, the *Municipal Government Act* (MGA) was amended to require municipalities to enter into a Joint Use and Planning Agreement (JUPA) with school boards under section 670.1. The County of Vermilion River (the “County”) has two (2) school boards within the municipality: Buffalo Trail Public Schools (BTPS) and East Central Catholic Schools (ECCS).

Joint Use and Planning Agreements are a formal partnership between a municipality and a school board to enable the integrated and long-term planning and use of school sites and municipal reserve (MR), school reserve (SR) and municipal and school reserve (MSR) land.

Joint Use and Planning Agreements must establish a process for discussing the planning, development and use of school sites on MR, SR and MSR land(s) in the municipality; the transferring of MR, SR and MSR land(s) between a municipality and a school board(s); the disposal of school site(s); the servicing of school site(s) on MR, SR and MSR land(s), including the maintenance of facilities and fields and the payment of fees and other liabilities associated with them.

The County sent a draft JUPA to both BTPS and ECCS on February 22, 2023. The JUPA between the County and ECCS was signed by both parties in April 2023.

The Province established a deadline of June 10, 2023, after the proclamation of the MGA in June 2020 to have municipalities enter into a JUPA. This date was then extended in March 2023



by Ministerial Order No. 013/23 and updated to June 10, 2025. As of January 29, 2025, the Province has extended this date to June 10, 2026 as per Ministerial Order No. 004/25.

**Discussion:** Buffalo Trail Public Schools responded to the proposed agreement with some suggested revisions. Included is a table that shows the sections of the agreement that BTPS has suggested for changes and recommendations from Administration.

SECTION	VERSION SENT TO BTPS	BTPS REVISED SUGGESTION	ADMINISTRATION RECOMMENDATION
2.a.  (Section re-written)	The Board will provide the County, annually or as it is reviewed, updated and approved, the Capital Plan to allow the County to appropriately prepare for future Reserve Lands. The need for a school site on Reserve Land shall be determined by the Board and presented in writing to the County.	The need for a school site on Reserve Land shall be determined by the Board and presented in writing to the County.	The Board will provide the County with a Capital Plan no less than five (5) years prior to initiation of the project. The initiation of the project for a school site on Reserve Land shall be determined by the Board and presented in writing to the County.
3.a.  (Section re-written)	The Board agrees that when it has no immediate requirement for Reserve Lands, the County shall have the right to use the said Reserve Lands for recreational purposes, subject to the maintenance of the said Reserve Lands being at the sole cost of the County until the Board requires it for school purposes.	Whenever it is considering a development that might affect the interest of the Board, the Municipality shall notify the Secretary Treasurer of the School Board in writing to indicate its intention to consider the said development and the Board shall thereupon be entitled to appoint a delegate to attend and represent the Board at the meetings wherein the said development	Whenever it is considering a development that might affect the interest of the Board, the Municipality shall notify the Secretary Treasurer of the School Board in writing to indicate its intention to consider the said development and the Board shall thereupon be entitled to appoint a delegate to attend and represent the Board at the meetings wherein the said development



		proposal will be considered.	proposal will be considered.
4.c.	Upon the conclusion of any event or booking at either of the facilities referenced in 3.e. or 3.f. of this Agreement, the facility shall be returned in a condition and manner acceptable to the Party it is owned by.	Upon the conclusion of any event or booking at any of the facilities referenced in 4.a. or 4.b. of this Agreement, the facility shall be returned in a condition and manner acceptable to the Party it is owned by.	Upon the conclusion of any event or booking at any of the facilities referenced in 4.a. or 4.b. of this Agreement, the facility shall be returned in a condition and manner acceptable to the Party it is owned by.
6.a., 6.b., 6.c., 6.d.  (Changes to 6.a.; Section of 6.c. included in 6.b.; 6.d. becomes 6.c.)	A. The County and the Board shall each appoint two (2) representatives to a committee, which shall be called the Servicing Committee. The Servicing Committee shall be responsible for determining the parties' proportional costs responsibilities for the costs of installing services to the property line for school sites. In the event the members of the Servicing Committee cannot agree on the parties respective cost responsibilities, the County and the Board shall share equally the costs for installing the services to the property line for a school site.	A. The reserve lands intended for school sites transferred by the Municipality under the terms of this Agreement shall be provided with municipal improvements at no cost to the Board except for the connection of all utilities to their respective utility lines as required, and for the cost of municipal improvements only if paid by the Municipality for that portion of the site not obtained under the municipal reserve provision of the <i>Municipal Government Act</i> . The set costs shall be proportional between the Parties utilizing the	A. The reserve lands intended for school sites transferred by the Municipality under the terms of this Agreement shall be provided with municipal improvements at no cost to the Board except for the connection of all utilities to their respective utility lines as required, and for the cost of municipal improvements only if paid by the Municipality for that portion of the site not obtained under the municipal reserve provision of the <i>Municipal Government Act</i> . The set costs shall be proportional between the Parties utilizing municipal

	<p>B. All school sites shall be serviced to the property line prior to transfer to the Board. The County and the Board shall be jointly responsible for the costs of installing the services to the property line, in a proportion as determined by the Servicing Committee.</p> <p>C. This services to be provided include, but are not limited to: water, wastewater, storm drainage, power, natural gas, telecommunications, roads, and sidewalks.</p> <p>D. The Board shall be solely responsible for the following service costs.</p> <p>i. Any costs required to connect utilities on the school site to their respective utility lines.</p>	<p>municipal reserve lands in that area.</p> <p>B. All school sites shall be serviced to the property line prior to transfer to the Board. The services to be provided include, but are not limited to: water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.</p> <p>C. The Board shall be solely responsible for the following service costs:</p> <p>i. Any costs required to connect utilities on the school site to their respective utility lines.</p>	<p>reserve lands in that area.</p> <p>B. All school sites shall be serviced to the property line prior to transfer to the Board. The services to be included include, but are not limited to: water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.</p> <p>C. The Board shall be solely responsible for the following service costs:</p> <p>i. Any costs required to connect utilities on the school site to their respective utility lines.</p>
8.a.	Where the County has taken money in lieu of Reserve Lands as a result of subdivision of land within the corporate	The Board acknowledges that the County has County Policy #PD-012 in place.	The Board acknowledges that the County has County Policy # PD-012 in place.

(Changed wording)	boundaries of the County, the County shall adhere to the <i>Municipal Government Act</i> in accounting for the money separately. The money in lieu shall be distributed by the County as outlined by County Policy #PD-012 unless a request by the Board is presented to the County as outlined under Section 2 of this Agreement, at which time the monies will be used to purchase land used for school purposes.		
8.c.	The Board acknowledges that the <i>Municipal Government Act</i> authorizes the County to establish procedures from time to time regarding land valuation methods that are used to calculate the reserve allowed under the <i>Municipal Government Act</i> for money in place of land.	The Board would like further clarification.	The Board acknowledges that the <i>Municipal Government Act</i> allows the County to establish a land value based on a method other than that described in the <i>Municipal Government Act</i> clause 667(1)(a).
Schedule "A", Step 2, 3	Within 14 calendar days...	Within 30 calendar days...	Within 30 calendar days...
Change 14 to 30			



**Relevant Policy/Legislation Practices:**

*Municipal Government Act*

Policy # PD-012

**Desired Outcome (s):** THAT the County of Vermilion River approve the presented Joint Use and Planning agreement with Buffalo Trail School Division and send the amended agreement to Buffalo Trail School Division for signature.

**Response Options:** THAT the County of Vermilion River approve the presented Joint Use and Planning agreement with Buffalo Trail School Division and send the amended agreement to Buffalo Trail School Division for signature.

## IMPLICATIONS OF RECOMMENDATION

**Organizational:** Administration to forward the agreement to Buffalo Trail School Division

**Financial:** N/A

**Communication Required:** Council, Administration, BTPS

**Implementation:** Upon Council direction

## ATTACHMENTS

1. Joint Use and Planning Agreement\_V2.3 BTPS draft
2. Joint Use and Planning Agreement\_V2.3 Tracked changes from BTPS
3. Joint Use and Planning Agreement\_V2.4 draft

**PREPARED BY:** Community Services Coordinator

**REVIEWED BY:** Director of Planning & Community Services

**DATE:** February 18, 2025