

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20____, A.D.

BETWEEN:

COUNTY OF VERMILION RIVER
A municipal corporation in the Province of Alberta
(hereinafter called the "County")

OF THE FIRST PART

-and-

BUFFALO TRAIL PUBLIC SCHOOLS
Of 1041-10A STREET, Wainwright, AB
(hereinafter called "the Board")

OF THE SECOND PART

WHEREAS the *Municipal Government Act*, R.S.A 2000, c. M-26, Section 670.1 requires that all municipalities with school boards operating within the municipal boundaries must enter into a joint use and planning agreement with the school board;

AND WHEREAS the Parties are desirous of entering into an Agreement to address matters relating to the servicing, development, use, transfer and disposal of municipal reserve, school reserve and municipal and school reserve lands;

NOW THEREFORE this agreement witnesseth that the Parties hereto agree as follows:

1. DEFINITIONS

- a. "Agreement" means this Agreement, as amended from time to time, and any Schedules which are attached hereto and which also may be amended from time to time.
- b. "Arbitration Act" means the *Arbitration Act*, R.S.A 2000, c. A-43, and any regulations made thereunder, as amended from time to time.
- c. "Effective Date" means the date of this agreement above.
- d. "Act" means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.
- e. "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- f. "Reserve Land(s)" means municipal reserve, school reserve, or municipal and school reserve within the municipal limits of the County, as defined in the *Municipal Government Act*.
- g. "Recreation Purposes" means the use of lands for public park or a public recreation area.

- h. "Servicing Committee" means the committee created by article 6 of this Agreement for the purposes of determining the parties respective obligations to cover the costs of installing utilities up to the property line of school sites.

2. DEVELOPMENT AND TRANSFER OF RESERVE LANDS

- a. 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.
- b. If the Board requires Reserve Lands for a new school site, the County shall cause to be transferred to the Board sufficient Reserve Lands to meet the requirements of the school site for the amount of One Dollar (\$1.00) plus the cost of registration
- c. The size and location of the school sites required, according to the terms of this Agreement, shall be determined at the time of preparation of an outline plan or area structure plan, by mutual agreement of the Parties
- d. When the Board requests titles to the land for school purposes, the County shall pay all costs for the preparation of the transfer documents while the Board shall be responsible for all costs in connection with the registration of the said transfer documents
- e. Where Reserve Lands are due as a result of subdivision of land within the corporate boundaries of the County, the title of such Reserve Lands shall be vested in the County
- f. All transfers of Reserve Lands shall be in accordance with Sections 672 and 673 of the *Municipal Government Act*
- g. If either Party discovers that Reserve Lands are being occupied by anyone other than a school or school property, written notice will be given to the unknowing Party.

3. USE OF RESERVE LANDS

- a. 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 until the Board requires it for school 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.
- b. The Board shall be entitled to a share of every redevelopment levy imposed and collected by the County in accordance with Section 647 of the *Municipal Government Act*, provided that the levy is used for land and school buildings for the instruction or accommodation of students of the resident of the redevelopment area.
- c. The amount of the levy to be distributed to the Board under Clause 3 b. hereof shall be determined by County policy.

4. BOOKING, USE, AND MAINTENANCE OF FACILITIES

- a.** Those schools owned by the Board within the borders of the County, or any new or upgraded buildings constructed for school purposes within the borders of the County, may be booked by the County without charge at a time agreed upon by the Board, with consultation with the individual school. All bookings must be confirmed in writing in advance and shall be formally accepted by both Parties.
- b.** Those publicly-accessible municipal facilities owned by the County within the borders of the County, or any new or upgraded buildings owned by the County and constructed within the borders of the County without charge that are publicly-accessible, may be booked by the Board at a time satisfactory to the County. All bookings must be confirmed in writing and shall be formally accepted by both Parties.
- 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.
- d.** Any damage to any facility rented as per this section 4 of this Agreement beyond normal wear and reasonable use of the equipment or facility will be the responsibility of the respective Party making the booking.

5. LIABILITY INSURANCE

- a.** The Parties shall each, at all times, carry and continue to carry adequate and proper liability insurance so as to provide the Parties protection from any liability which might arise in connection with the development and operation of this Agreement.

6. SERVICING OF RESERVE LANDS

- a.** The County and the Board shall each appoint two 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.
- 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.
- c.** The services to be provided include, but are not limited to: water, wastewater, storm drainage, power, natural gas, telecommunications, roads, and sidewalks.
- d.** The Board shall be solely responsible for the following service costs:
 - i.** Any costs required to connect utilities on the school site to their respective utility lines

7. DISPOSAL OF SCHOOL SITES

- a. School sites acquired by the Board from the County under the terms of this Agreement shall, when declared by the Board to be surplus to its needs, be first offered for sale to the County. Should the County wish to purchase the land, the purchase price shall be equal to the price previously paid by the County to the Board plus the net cost of any municipal improvements funded or paid for by the Board. The value of improvements shall be assessed in recognition of depreciation in accordance with time lapsed, and the fair market value of the Board's improvements to such lands
- b. Clause 5 a. hereof shall be subject to the provisions of the *Municipal Government Act*, including without limitations, the approval of the Minister of Education where required, and shall apply to and become effective concerning school sites transferred to the Board according to the terms of this Agreement and declared by the Board to be a surplus to its needs for educational requirements.
- c. In the event the County does not agree to assume ownership of the school site, the Parties agree to discuss alternative means of disposing of the site, provided all such disposals or transfers are made in accordance with the provisions of the *Municipal Government Act* and the *Education Act and Alberta Regulation 86/2019 Education Act – Disposition of Property Regulation*.

8. REGARDING MONEY IN PLACE OF LAND

- a. Where the County has taken money in lieu of Reserve Lands as a result of subdivision of land within the corporate boundaries of the County, the County shall adhere to the *Municipal Government Act* 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.
- b. The County subdivision authority is entitled to defer collection of reserves, as per the Act, however, when collection does occur the monies shall apply as per the above Section 8 a. of this Agreement.
- c. The Board acknowledges that the *Municipal Government Act* authorizes the County to establish procedures from time to time regarding land valuation methods that are used to calculate the reserve allowed under the *Municipal Government Act* for money in place of land.

9. DISPUTE RESOLUTION

- a. The County and Board recognize the need to resolve any dispute in a non-adversarial, informal and cost-efficient manner. In the event of a dispute, the County and Board agree that they shall make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without

prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.

- i. In the event of a dispute, the Parties agree that they shall undertake a process to promote the resolution of the dispute in the following order:
 1. Negotiation;
 2. Mediation; and
 3. Binding arbitration.
- ii. If any dispute arises between the parties regarding interpretation, implementation, or application of this Agreement, the dispute will be resolved through the Dispute Resolution Process outlined in Schedule 'A'.

10. SUCCESSORS

- a. The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors, and assigns of the County and the Board.

11. NOTICES

All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Superintendent of the parties using the mailing address for the respective offices shown below:

The County of Vermilion River
Box 69
Kitscoty AB, T0B 2P0

Buffalo Trail Public Schools
1041-10A Street
Wainwright, AB T9W 2R4

Email notification to the Director of Planning and Community Services or Superintendent may also be used to provide any written notices required or described in this Agreement.

12. PREVIOUS AGREEMENTS, TERMINATION, AMENDMENT, AND REVIEW

- a. Upon the Effective Date, any previous Agreements as to the matters dealt with in this Agreement will terminate and be of no further force and effect and will be suspended and replaced in their entirety by this Agreement.
- b. The Parties may terminate or amend this Agreement upon written consent of all Parties

- c. In the event the Parties to this Agreement shall be unable to agree upon any matter covered in this Agreement, the Parties shall resolve any such dispute or disagreement pursuant to Section 9 of this Agreement.
- d. The Parties shall review the terms of this agreement every five (5) years from the Effective Date. Any Party may at any time request an earlier review of this Agreement and the Parties may agree to a review at that time.

THIS AGREEMENT is executed by the Parties as of the Effective Date.

BUFFALO TRAIL PUBLIC SCHOOLS DIVISION

PER: _____

PER: _____

COUNTY OF VERMILION RIVER

PER: _____

PER: _____

SCHEDULE "A" – DISPUTE RESOLUTION PROCESS

Step 1: Notice of Dispute

1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter(s) under dispute to the other Party.
2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

Step 2: Negotiation

3. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to the governing committee to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
4. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Board ratification of any resolution that is proposed.
5. Representatives of the Parties shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions to any disputes. Representatives shall attempt to craft a solution to the identified issue(s) by seeking to advance the interests of all Parties. Representatives shall fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

Step 3: Mediation

6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 calendar days of one Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party(ies) shall select one name from the short list and advise the other Party(ies) of their selection within 10 calendar days of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.
7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within 14 calendar days of the mediator's engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing

mediation, and mediation shall not exceed ninety (90) calendar days from the date the mediator is engaged, without further written agreement of the parties.

9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
11. If after ninety (90) calendar days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

Step 4: Arbitration

12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within 30 calendar days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 calendar days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of King's Bench.
14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the Arbitration Act.
15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.