

JOINT USE AND PLANNING AGREEMENT entered into this ___ day of _____, 2023.

BETWEEN:

CITY OF SPRUCE GROVE,
a municipality incorporated under the laws
of the Province of Alberta
(hereinafter referred to as "Municipality"),

- and -

PARKLAND SCHOOL DIVISION,
a school division incorporated under the
laws of the Province of Alberta
(hereinafter referred to as "Public Board"),

- and -

EVERGREEN CATHOLIC SEPARATE SCHOOL DIVISION,
a school division incorporated under the
laws of the Province of Alberta
(hereinafter referred to as "Catholic Board"),

WHEREAS:

The *Municipal Government Act* and the *Education Act* require a municipality and any school board operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement; and

It is the responsibility of the municipality to plan, develop, operate and maintain park and recreational land and facilities within the boundaries of the municipality for recreational purposes and to organize and administer public recreational programs; and

It is the responsibility of each of the school boards to develop and deliver educational programs and to provide the necessary facilities and sites for these programs; and

The joint use of municipal facilities and school board facilities is an important tool in providing educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby making the most effective use of the limited economic resources of the municipality and school boards; and

The *Municipal Government Act* allows the municipality to obtain municipal reserve, school reserve or municipal and school reserve as lands within the municipality to be subdivided to

meet the open space and site needs of the municipality and school boards; and

The *Municipal Government Act* and the *Education Act* require that a joint use and planning agreement address matters relating to the acquisition, servicing, development, use, transfer and disposal of municipal reserve, school reserve and municipal and school reserve lands;

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the joint use of facilities and planning of municipal reserve, school reserve and municipal and school reserve lands the parties agree as follows:

**ARTICLE 1 -
DEFINITIONS**

1.1 **Definitions**

In this Agreement, the following terms shall be interpreted as having the following meanings:

- 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, Revised Statutes of Alberta 2000, Chapter A-43, and any regulations made thereunder, as amended from time to time.
- c) "Area Structure Plan" means a statutory plan, adopted by Council by bylaw, which describes the sequence of development for a proposed area, the land uses proposed for the area (including school and park sites), the density of population proposed for the area, the general location of major transportation routes and public utilities and other matters Council considers necessary.
- d) "Boards" means the Catholic Board and Public Board collectively.
- e) "Calendar Day" means any one of the seven (7) days in a week.
- f) "CAO" means the Chief Administrative Officer of the Municipality.
- g) "Catholic Board" means the Evergreen Catholic School Division and any successor board or authority.
- h) "Committees" means the Operating Committee and the Governing Committee collectively.

- i) "Community Use" means use by members of the general public.
- j) "Council" means the municipal council of the Municipality of The City of Spruce Grove.
- k) "Education Act" means the Education Act, Revised Statutes of Alberta 2012, Chapter E-0.3, and any regulations made thereunder, as amended from time to time.
- l) "Effective Date" means September 1, 2023.
- m) "Facility Plans" means the capital plan and facility plan prepared by each of the Boards for approval by the Alberta Government.
- n) "Facility Scheduling Coordinator" means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality and the Boards.
- o) "Governing Committee" means the committee which includes elected officials as established under this Agreement.
- p) "Joint Use Hours" means the available times for each of the Municipal Facilities and Schools identified in Schedules "A", "B" and "C".
- q) "Joint Use Space" means those portions of a Municipal Facility or School identified in Schedules "A", "B", and "C" as being available for booking by the Parties or User Groups or for Community Use.
- r) "Municipality" means the municipal corporation of The City of Spruce Grove, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- s) "Municipal Development Plan" means a municipal development plan adopted pursuant to the Municipal Government Act and providing direction for future land uses within the Municipality.
- t) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality and includes those facilities identified in Schedule "A".
- u) "Municipal Government 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.
- v) "Operating Committee" means the committee which is comprised of the CAO and

Superintendents (or designates) as established under this Agreement.

- w) "Operating Guidelines" means the Operating Guidelines for Joint Use Space attached hereto as Schedule "D", as amended from time to time.
- x) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- y) "Planning and Development Department" means the department within the Municipality directly responsible for the evaluation and processing of Area Structure Plans, redistrictings and subdivisions.
- z) "Public Board" means Parkland School Division and any successor board or authority.
- aa) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as defined in the Municipal Government Act.
- bb) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board and includes those facilities identified in Schedules "B" and "C".
- cc) "School Building Footprint" has the meaning given to that term in section 672(5) of the Municipal Government Act".
- dd) "School Portion" means the portion of Reserve Land identified for transfer to a Board that includes the School Building Footprint, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and land needed for future expansion of the school building based on the ultimate design capacity of the school.
- ee) "Superintendent" means the chief executive officer of one (1) of the Boards.
- ff) "Tournament" means any event where there are specialized fees charged by the organizers and the purpose is to win prize(s) and or ranking for future awards or competitions. Teams may be local and/or include non-local teams participating. School-Division-sanctioned tournaments are not required to pay any additional fees.
- gg) "User Group" means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Space during Joint Use Hours.

**ARTICLE 2 -
SCHEDULES**

2.1 **Schedules**

The following is the list of Schedules to this Agreement:

Schedule "A" – Municipal Facilities available for Joint Use

Schedule "B" – Public Board School Facilities available for Joint Use

Schedule "C" – Catholic Board School Facilities available for Joint Use

Schedule "D" – Operating Guidelines

Schedule "E" – School Site Planning Guidelines

Schedule "F" – Dispute Resolution Process

Schedule "G" – Maps

**ARTICLE 3 -
TERM, REVIEW, AND THE AMENDMENT OF THE AGREEMENT**

3.1 **Term, Review and the Amendment of the Agreement**

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties.
- b) The terms and conditions of this agreement shall be reviewed at minimum every five (5) years with the first such review scheduled in 2028. The review shall be undertaken by the Committees. Following the review, the Governing Committee shall advise the Parties in and how the agreement should be amended.
- c) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.

**ARTICLE 4 -
WITHDRAWAL AND TERMINATION**

4.1 **Withdrawal and Termination**

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.
- b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.

- c) If written notice requesting a review is received, all Parties shall commence a review of this Agreement within 30 calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments. Negotiation of the updates and amendments shall be undertaken by the Committees' members.
- d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by all Parties, the terms and conditions of this Agreement shall remain in effect.

ARTICLE 5 - PRINCIPLES

5.1 Principles

- a) The Parties agree that in entering into this Agreement they are committing to the following principles with respect to the joint use of municipal and school board facilities:
 - i) **Respect for Autonomy** - Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Space based on what the Boards and Municipal Council believe to be in the best interests of the people they serve.
 - ii) **Cooperation and Partnership** - The Parties shall work together recognizing that the needs of the public for educational, cultural and recreational opportunities can best be achieved through a combination of their respective resources and by the Parties working in conjunction with each other.
 - iii) **Efficiency and Effectiveness** - The joint use of Municipal Facilities and Schools is an important tool in providing a high standard of educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby saving costs and making the most effective use of the limited economic resources of the Parties.
 - iv) **Fairness and Equity** - The costs of providing joint use space are to be borne fairly and equitably by the Parties with the intent of keeping costs charged to the other Parties or public users of Joint Use Space to a minimum.

- v) ***Transparency and Openness*** - The Parties shall make available to each other such information as is necessary to make this agreement successful.

**ARTICLE 6 -
CONSULTATION AND OTHER MUNICIPALITIES**

6.1 **Consultation and Other Municipalities**

- a) The Parties acknowledge that the Schools that are available as Joint Use Space may be accessed by community groups, residents and User Groups that are located or reside outside the Municipality where available and in accordance with the Municipality's guidelines for local and regional prioritization.
- b) The Parties further acknowledge that the Schools that are currently located within the Municipality have been designed, built and funded for and by ratepayers within the Municipality's boundaries and ratepayers beyond the Municipality's boundaries.
- c) In lieu of a single agreement involving participation by all of the municipalities in which the Boards operate, the Parties agree to consult as needed with the other municipalities that are served by the same Board or Boards to share access to the Schools and to plan for and acquire future School sites as the need for new school sites arises.

**ARTICLE 7 -
MEETING OF COUNCIL AND BOARDS**

7.1 **Meeting of Council and Boards**

- a) Council of the Municipality and the members of the Boards shall meet at least every three (3) years to discuss issues of mutual interest.
- b) Each meeting shall be chaired by the Mayor or the Chairperson of one of the Boards on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.
- c) Any Party can submit an item to be included on the agenda for the meeting provided it is given to the Party chairing the meeting at least 5 calendar days prior to the date of the meeting.
- d) Minutes shall be kept for all meetings of Council and the Boards. Meetings of the

Council and Board's shall be considered in-camera to encourage and facilitate frank and open discussion.

ARTICLE 8 -
GOVERNING COMMITTEE

8.1 Governing Committee

- a) The Governing Committee shall consist of one (1) Council member and the CAO or their designate and one (1) Board member and the Superintendent or their designate from each Board. The Chair of the Governing Committee shall be on a rotational basis.
- b) The Governing Committee shall meet on an "as needed" basis. Any of the Governing Committee members may call for a meeting on 30 days' written notice to the other members.
- c) The role of the Governing Committee shall be to provide recommendations to the Council and Boards regarding:
 - i) Reviews of this Agreement and proposed amendments to this Agreement from time to time; and
 - ii) Resolution of any issues or matters of disagreement that arise.
- d) Quorum of the Governing Committee shall consist of at least two representatives from each Party attending each agreed upon meeting.
- e) The Governing Committee shall operate under the consensus decision making approach rather than majority vote. Decisions and recommendations shall be by consensus agreement of the Committee. In the event that consensus cannot be achieved by the Committee, or if the Municipality or a Board does not approve or support the recommendations of the Committee, any Party may initiate the dispute resolution process set out in Schedule "F" attached hereto.
- f) The CAO and each Superintendent (or their designates) may be accompanied by administration, staff and/or resource personnel as deemed necessary by the CAO or the respective Superintendent.
- g) Meetings of the Governing Committee shall be considered in-camera to encourage and facilitate frank and open discussion.

ARTICLE 9 -
OPERATING COMMITTEE

9.1 Operating Committee

- a) The Operating Committee shall consist of the CAO (or their designate) of the municipality and the Superintendents (or their designate) of each of the Boards.
- b) The Operating Committee shall oversee the operation of this Agreement
- c) The role of the Operating Committee shall be to:
 - i) formulate policy recommendations related to joint use of Municipal Facilities and Schools for consideration by the Governing Committee;
 - ii) provide a forum to discuss issues of mutual interest related to joint use and formulate recommendations regarding amendments to this Agreement, including the Operating Guidelines, for consideration by Council and the Boards;
 - iii) formulate and approve Operating Directives, based on the Operating Guidelines, for specific facilities and types of use as needed;
 - iv) review any approved Operating Directives on an annual basis;
 - v) provide a forum for the operational concerns of the Parties to be discussed;
 - vi) consult with and provide means through which public concerns or opinions with respect to the operation or use of Joint Use Space, the Operating Guidelines and Operating Directives are discussed;
 - vii) where possible, resolve or recommend solutions to resolve day to day operational concerns or difficulties related to the use of Joint Use Space by the Parties or the public;
 - viii) review the Facility Plans of each of the Boards annually;
 - ix) review any proposed amendments or updates of the Municipality's Municipal Development Plan, Area Structure Plans, and concept plans to ensure the proposed plans or amendments reflect the identified and projected needs of the Parties;
 - x) determine how available or proposed school sites are allocated between the Boards based on the annual review of the updated Facility Plans of the Boards subject to the terms and conditions of this agreement;

- xi) develop a draft agenda for any meeting of the Governing Committee; and
 - xii) undertake a formal review of this Agreement as and when required and communicate their findings of the review to the Governing Committee.
- d) The Operating Committee shall meet at least once a year and may meet more frequently on an as needed basis. Any of the Operating Committee members may call for a meeting on 30 days' written notice to the other members.
 - e) Meetings of the Operating Committee may be in person or conducted by telephone or video conferencing.
 - f) The meetings shall be chaired by the CAO or their designate. Secretarial support for each meeting shall be arranged by the CAO.
 - g) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members. Generally, the Operating Committee will follow a consensus decision making process. Where agreement is not able to be reached on a particular issue it will be elevated to the Governing Committee for consideration and resolution.
 - h) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.
 - i) Members of the Operating Committee may bring to the meetings of the Operating Committee additional staff from the Municipality and/or the Boards or resource personnel, as necessary, to provide assistance to the members of the Operating Committee in the carrying out of their responsibilities under this Agreement.
 - j) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.

ARTICLE 10 -
JOINT USE SPACE

10.1 Joint Use Space

- a) The Municipality shall make available, to the Boards, those Municipal Facilities identified as Joint Use Space in Schedule "A" during the applicable Joint Use Hours. The Municipality shall not charge fees for the use of Joint Use Space except as allowed

by the Operating Guidelines and any applicable Operating Directive(s).

- b) The Boards shall make available, to the Municipality and the public, those portions of Schools and subsequent times identified as Joint Use Space in Schedules “B” and “C” respectively during the applicable Joint Use Hours. The Boards shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- c) The CAO may, upon six (6) months written notice to each of the Boards, amend Schedule "A" to either add to or remove from the list of Joint Use Space provided by the Municipality, all or any portion of a Municipal Facility.
- d) The Superintendent of each Board may, upon six (6) months written notice to the Municipality and the other Board, add to or remove from the list of Joint Use Space provided by their Board, in Schedule “B” or Schedule “C” (as applicable), all or any portion of one or more of their Schools.
- e) Notwithstanding any other provision in this Agreement or its Schedules, the authorized representative of the Boards or Municipality, shall be able to determine if a particular use will be allowed to occur in their School or Municipal Facility.
- f) Appeals from a refusal by the authorized representative of a Boards or the Municipality to allow a particular use within their School or Municipal Facility shall be made:
 - i) in the case of a School, first to the Superintendent and thereafter to the appropriate Board; and
 - ii) in the case of a Municipal Facility, first to the CAO and thereafter to Council.
- g) Notwithstanding any other provision in this Agreement, the Municipality and/or any of the Board’s may immediately remove from the list of Joint Use Space any Municipal Facility or School, or portion thereof, either on a permanent or temporary basis, if that Municipal Facility or School, or portion thereof, is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.
- h) Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Space available under 10.1 d), g) shall include a written explanation as to why the specific Joint Use Space will no longer be available for use. The Parties agree that the written explanation shall be shared with the public if required.

ARTICLE 11 -
OPERATING GUIDELINES JOINT USE SPACE

11.1 Operating Guideline for Joint Use Space

- a) The Parties hereby agree to be bound by and comply with the Operating Guidelines which are attached to this Agreement as Schedule "D", as amended from time to time pursuant to the terms of this Agreement.

ARTICLE 12 -
ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES

12.1 Acquisition and Allocation of Future School Sites

- a) The Municipality shall, to the best of their ability given the constraints of the Municipal Government Act and the limits on reserve land, the evolving nature of information as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Boards.
- b) In Area Structure Plans that are developed for new areas, the Planning and Development Department will identify as a proposed land use at least one site large enough to accommodate a School and community park space for playing fields and playgrounds. The number and size of the School and community park sites identified in each Area Structure Plan or amendment to an Area Structure Plan shall be based on the best information available to the Municipality and Boards regarding their respective needs and population and student projections at the time the Area Structure Plan or amendment is prepared.
- c) The Boards shall review proposed Area Structure Plans or amendments to Area Structure Plans to ensure they reflect the identified needs of the Parties.
- d) Annually, one meeting of the Operating Committee will include a presentation by the Boards of their respective Facility Capital Plans and a presentation by the Planning and Development Department on development and growth from the past year and projections for future growth, to allow for discussion about potential school site requirements.
- e) Boards that will require School sites in areas that are under development will be responsible for articulating and justifying that need and for providing information about their requirements to the Municipality in a timely and understandable fashion.

- f) In determining the number, location and size of school sites to be identified, the Municipality shall consider the School Site Planning Guidelines outlined in Schedule “E” as best as possible given the restraints on Reserve Land. The number of school sites to be identified shall be based on the existing and projected future number of students that will reside in the area covered by the Area Structure Plan once the area is fully developed and based on the best information available at the time that the Area Structure Plan is prepared or amended.
- g) The Municipality will remain the custodian of the Reserve Land acquisition and assembly process through subdivisions. In the first instance, all Reserve Land shall be dedicated as municipal reserve and any monies to be paid as money-in-lieu of the dedication of Reserve Land shall be paid to the Municipality. The Planning and Development Department shall, when land is to be subdivided, request that the subdivision authority require, as a condition of subdivision, that the statutorily allowed maximum amount of Reserve Land be dedicated, deferred or monies-in-lieu be accepted in accordance with approved plans and policies of the Municipality.
- h) The Municipality shall not be obligated to acquire lands for School sites using any other resources at the Municipality’s disposal. The decision to commit the use of other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.
- i) The Municipality may collect money-in-lieu of land dedication at time of subdivision in accordance with the policies of the Municipality. All money-in-lieu of land dedication shall be paid to the Municipality. All money-in-lieu of land dedication shall be allocated as allowed under the Municipal Government Act at the sole discretion of the Municipality.
- j) There shall be no pre-allocation of School Sites for one particular Board nor shall School Sites be identified as being available to only one (1) Board.
- k) The Municipality will do everything within their statutory and regulatory processes and authorities to assist a Board in their application to the Government of Alberta for approval by providing support and information in accordance with current Government of Alberta requirements.
- l) Where construction of a school that will serve two or more Municipalities is proposed, the Board shall notify all of the involved Municipalities to enable early consultation on the availability and acquisition of a site.
- m) If there are competing claims between two (2) or more Boards for one available school site, the Boards shall, at their own cost, resolve the question of site

allocation between themselves using, if necessary, the Dispute Resolution Process described in Schedule “F”.

ARTICLE 13 -
SERVICING AND DEVELOPMENT OF SCHOOL SITES

13.1 Servicing and Development of School Sites

- a) All School sites shall be serviced to the property line prior to transfer to a Board.
- b) The services to be provided include, but are not limited to, water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.
- c) Where one or more services are not available at the property line of the School site, the Municipality shall provide the services subject to the legal and financial ability of the Municipality to do so.
- d) Offsite levies or any similar charges for municipal infrastructure shall not be charged against development on any School site. This restriction does not apply to capital costs that may be included in a utility rate structure for use of the utility.
- e) For additional development on existing sites, the Boards acknowledge the Municipality’s legislated and regulatory approval processes. Any proposed development by the Boards; including but not limited to, playgrounds, recreation amenities, temporary structures (i.e. modulars), parking, etc, whether on their own land or on the Municipality’s land must adhere to said regulatory approvals such as appropriate permits, timelines, agreements, or other requirements before the commencement of any such development. The Municipality acknowledges that there may be rare emergent situations that may require additional consultation and considerations between the Parties.

ARTICLE 14 -
FACILITY AND SITE SPECIFIC AGREEMENTS

14.1 Facility and Site Specific Agreement

- a) When two or more of the Parties decide to create a shared site and/or facility, a separate agreement shall be prepared specific to that site and/or facility.
- b) The agreement shall address:

- i) The broad purpose and parameters of the partnership that is being created;
- ii) The nature of the site and/or facilities that are involved;
- iii) The contributions to be made by each of the Parties;
- iv) Operating Guidelines and Operating Directives specific to the site and/or facility for ongoing operations;
- v) Capital cost and operating cost sharing arrangements and responsibilities between the Parties; and
- vi) A process for dissolving the partnership, disposing of the site or retiring the facility.

ARTICLE 15 -
SECURITY REQUIREMENTS

15.1 Security Requirements

- a) Each Board shall be responsible to guarantee, in writing, full compliance with any Municipal standard for the design and construction of offsite infrastructure and full compliance with any development permit issued for the School site including all costs associated with said permit. A written request and guarantee must be provided to the CAO at the time that a development permit application is submitted to the Municipality.

ARTICLE 16 -
TRANSFER OF SCHOOL SITE

16.1 Transfer of School Site

- a) All Reserve Land intended to accommodate a School shall initially be dedicated as municipal reserve and be owned by the Municipality.
- b) The Municipality shall only transfer the School Portion of Reserve Lands intended to accommodate a School to a Board.
- c) The School Portion shall be transferred to a Board once
 - i) The Board has an identified need for the School site;

- ii) The Board has approval of the funding for the design of the School on the site;
 - iii) The Board has applied for a development permit for the School and has submitted a site plan and building plans to the Municipality; and
 - iv) The School Portion has been or is in the process of being subdivided from the other Reserve Land for registration as school reserve with Land Titles.
- d) All costs associated with the transfer of the School Portion to a Board shall be paid by the Municipality. This shall include the costs of any required subdivision and registration of required plans and documents at Land Titles.

ARTICLE 17 -
DISPOSAL OF UNNEEDED SCHOOL SITES

17.1 Disposal of Unneeded School Sites

- a) If a Board concludes that it no longer requires Reserve Land that was previously transferred to it by the Municipality, the Parties shall meet, and the other Board(s) shall determine if they require that Reserve Land. If one of the Boards requests that such Reserve Land be allocated to it for a School Site, such allocation by the Municipality shall be in accordance with the terms and conditions of this Agreement. Any dispute between competing Boards shall be resolved in accordance with Schedule "F".
- b) In the event that the Reserve Land is not needed by any Board, the Board in possession of the Reserve Land shall transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the Education Act or other legislation.
- c) The transfer to the Municipality shall be made within sixty (60) calendar days of the Board ceasing use of the Reserve Land.
- d) The Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land.
- e) The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.
- f) In the event that a Board is prohibited from transferring unneeded Reserve Land to

the Municipality by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:

- (i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, or
- (ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the acquisition of the non-School Portion by the Municipality and sale of the School Portion to a third party.

ARTICLE 18 - DISPUTE RESOLUTION

18.1 Dispute Resolution

- a) Operational issues shall be addressed initially by administrative staff of the respective facilities. If the administrative staff is unable to resolve an operational issue then such issue shall be brought forward to the Operating Committee for resolution in a timely manner.
- b) Any other issues associated with this Agreement will be first discussed by the Operating Committee for resolution. Any issues that are not able to be resolved by the Operating Committee shall then be elevated to the Governing Committee as per Article 9.
- c) Any issue unable to be resolved by the Governing Committee shall then be referred to the process identified in Schedule "F".

ARTICLE 19 - APPLICABLE LAWS

19.1 Applicable Laws

- a) This Agreement shall be governed by the laws of the Province of Alberta.

ARTICLE 20 - INTERPRETATION

20.1 Interpretation

- a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.

- b) The insertion of headings and sub-headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

ARTICLE 21 -
TIME OF THE ESSENCE

21.1 Time of the Essence

- a) Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Boards is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Municipality and the Boards.

ARTICLE 22 -
NON-WAIVER

22.1 Non-Waiver

- a) The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

ARTICLE 23 -
NON-STATUTORY WAIVER

23.1 Non-Statutory Waiver

- a) The Municipality in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Municipality of any approval or permit as may be required pursuant to the Municipal Government Act and any other Act in force in the Province of Alberta. The Municipality, as far as it can legally do so, shall only be bound

to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Municipality, its Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

- b) Each Board in entering into this Agreement is doing so in its capacity as a school board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Board of any approval or permit as may be required pursuant to the *Education Act* and any other Act in force in the Province of Alberta. Each Board, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Board, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school board and as the officers, servants and agents of a school board.

**ARTICLE 24 -
SEVERABILITY**

24.1 Severability

- a) If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Arbitrator or Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

**ARTICLE 25 -
FORCE MAJEURE**

25.1 Force Majeure

- a) Force majeure shall mean any event causing a bona fide delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm's length with such party, resulting from:
 - i) an inability to obtain materials, goods, equipment, services, utilities or labour;

- ii) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
 - iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
 - iv) a strike, lockout, slowdown, or other combined action of works; or
 - v) an act of God.
- b) No Party shall be liable to the other Parties for any failure to comply with the terms of this Agreement if such failure arises due to force majeure.

**ARTICLE 26 -
INSURANCE**

26.1 Insurance

- a) In addition to any other form of insurance, as the Parties may reasonably require against risks, which a prudent owner under similar circumstances and risk would insure, the Parties shall at all times carry and continue to carry comprehensive general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury, personal injury or death. The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional insured. The amount and type of insurance to be carried by the Parties pursuant to clause may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties pursuant to this clause shall contain, where appropriate, a severability of interests' clause or a cross liability clause.

**ARTICLE 27 -
LIABILITY AND INDEMNIFICATION**

27.1 Indemnification

- a) Each Party (the "Indemnifying Party") to this Agreement shall indemnify and hold harmless the other Parties (the "Non- Indemnifying Parties"), their employees, servants, volunteers, and agents from any and all claims, actions and costs

whatsoever that may arise directly or indirectly out of any act or omission of the Indemnifying Party, its employees, servants, volunteers or agents in the performance and implementation of this Agreement, except for claims arising out of the negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents.

ARTICLE 28 -
NON-ASSIGNMENT OF TRANSFER

28.1 Non-Assignment of Transfer

- a) No Party may assign, pledge, mortgage or otherwise encumber its interest under this Agreement without the prior written consent of the other Parties hereto, which consent may be arbitrarily withheld. Any assignment, pledge or encumbrance contrary to the provisions hereof is void.

ARTICLE 29 -
SUCCESSORS

29.1 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 Municipality and the Boards.

ARTICLE 30 -
NOTICES

30.1 Notices

- a) All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Superintendents using the mailing address for their respective offices as shown below:

Parkland School Division
4603 48 St.
Stony Plain, AB
T7Z 2A8

Evergreen Catholic Separate School Division

381 Grove Dr W #110
Spruce Grove, AB
T7X 2Y9

City of Spruce Grove
315 Jespersen Ave.
Spruce Grove, AB
T7X 3E8

- b) Email notification to the CAO or each Superintendent may also be used to provide written notices required or described in this Agreement.

ARTICLE 31 -NO PARTNERSHIP

31.1 No Partnership

- a) Nothing contained in this Agreement shall be deemed or construed as creating the relationship of partnership or of joint venture between the Parties.

ARTICLE 32 -COUNTERPARTS

32.1 Counterparts

- a) This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories:

CITY OF SPRUCE GROVE

Per:

c/s

Per:

PARKLAND SCHOOL DIVISION

Per:

Per:

EVERGREEN CATHOLIC SEPARATE SCHOOL DIVISION

Per:

Per:

Schedule "A" – Municipal Facilities and Times Available for Joint Use

Board use of Municipal Facilities is limited to Monday through Friday between September and June inclusively. School use of Municipal Facilities during July and August for Summer School Sessions shall be considered based upon the availability of the facility.

City Facility	Address	Available Times	Available Amenities
Agrena: Grant Fuhr Arena (Sept – Apr) Stu Barnes Arena (Sept – Apr) Agra Room (Sept – June)	9 Agrena Road	Monday to Friday during school instruction days 9 a.m. – 4 p.m. (what current JU agreement states)	Outdoor Rinks/Ice Surfaces: Brookwood Aspenglen Central Park Fairway Park Heatherglen Park Jubilee Park Lakewood Westview Park
Baseball Diamonds: Henry Singer Ball Park Gord Montgomery Rick Delorme St. Peter the Apostle Broxton Greystone Spruce Grove Comp. St. Joseph St. Thomas		Monday to Friday during school instruction days 9 a.m. – 4 p.m. (unless on school grounds, which then it is available from 8 a.m. – 5:30 p.m.) *PSAA is currently booking ball diamonds at 7:45 a.m. *available from May – June, Sept + Oct	Running Tracks: Spruce Grove Comp. Woodhaven *available May – June, Sept - Oct
Natural Sports Fields: Aspenglen Heatherglen Spruce Grove Composite Brookwood Broxton Fairway		Monday to Friday during school instruction days 9 a.m. – 4 p.m. (unless on school grounds, which then it is available from 8 a.m. – 5:30 p.m.)	

<p>Greystone Lakewood Longview Millgrove St. Joseph St. Marguerites St. Peter the Apostle St. Thomas Woodhaven</p>		<p>*available May – June, Sept - Oct</p>	
<p>Fuhr Sports Park: West field East field</p>	<p>9 Tri Leisure Way</p>	<p>Monday to Friday during school instruction days 9 a.m. – 4 p.m. *available from April – June and Sept – mid Nov</p>	
<p>Border Paving Athletic Centre: Great Horned Owl Rm Lodgepole Pine Rm Jen-Col Rm Zender Ford Rm</p>	<p>9 Tri Leisure Way</p>	<p>Monday to Friday during school instruction days 9 a.m. – 4 p.m.</p>	
<p>Tennis Courts: Henry Singer Spruce Grove Comp. Greystone</p>		<p>9 a.m. – 4 p.m., unless on school grounds then it is available from 8 a.m. – 5:30 p.m. *available May – June, Sept - Oct</p>	

Schedule “B” – Parkland School Division Facilities and Times Available for Joint Use

School Buildings shall not be available during Statutory Holidays, School breaks (including the months of July and August), District closures and annual maintenance shutdowns.

Community use of School Facilities on School breaks and outside of Joint Use Hours may be considered through special request.

From time to time it is understood the Schools will be unavailable due to them becoming polling stations for provincial or federal elections.

Schools will confirm available hours for participating spaces with the City representative for the next school year by June 15 of each year. Adjustments may be made upon mutual agreement of identified representatives.

Generally, it is agreed that:

Name of School	Address	Available Times	Available Amenities
Brookwood School K-4	460 King Street Spruce Grove, Alberta T7X 2T6	Monday - Friday 6:00pm – 8:30pm Saturdays & Sundays 8:00am – 6:00pm	Gym
Copperhaven School K-9	151 Grove Drive West Spruce Grove, Alberta T7X 0Y6	Monday – Friday 8:00pm – 9:00pm Saturdays & Sundays 8:00am – 6:00pm	Large Gym Small Gym
Ecole Broxton Park School K-9	505 McLeod Avenue Spruce Grove, Alberta T7X 2Y5	Monday – Friday 6:00pm – 9:30pm Saturdays & Sundays 8:00am – 6:00pm	Large Gym Small Gym Library Commons Area
Greystone Centennial Middle School 5-9	130 Greystone Drive Spruce Grove, Alberta T7X 4P5	Monday – Friday 7:30pm – 9:00pm Saturdays & Sundays 8:00am – 6:00pm	Gym
Millgrove School K-4	851 Calahoo Road Spruce Grove, Alberta T7X 2M1	Monday – Friday 6:00pm – 8:00pm Saturdays & Sundays 8:00am – 6:00pm	Gym

Prescott Learning Centre K-9	340 Pioneer Road Spruce Grove, Alberta T7X 0T1	Monday – Friday 6:45pm – 8:45pm Saturdays & Sundays 8:00am – 6:00pm	Large Gym Small Gym
Spruce Grove Composite High School 10-12	1000 Calahoo Road Spruce Grove, Alberta T7X 2T7	Monday – Friday not available Saturdays & Sundays – 8:00am – 6:00pm	Large Gym Small Gym
Woodhaven Middle School 5-9	475 King Street Spruce Grove, Alberta T7X 0A4	Monday – Friday 7:00pm – 9:00pm Saturdays & Sundays 8:00am – 6:00pm	Large Gym

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Schedule “C” – Evergreen School Division Facilities and Times Available for Joint Use

School Buildings shall not be available on Sundays, or during Statutory Holidays, School breaks (including the months of July and August), District closures and annual maintenance shutdowns.

Community use of School Facilities on Sundays, School breaks, and outside of Joint Use Hours may be considered through special request.

From time to time it is understood the Schools will be unavailable due to them becoming polling stations for provincial or federal elections.

Schools will confirm available hours for participating spaces with the City representative for the next school year by June 15 of each year. Adjustments may be made upon mutual agreement of identified representatives.

Generally, it is agreed that:

Name of School	Address	Available Times	Available Amenities
St. Joseph K-4	195 Westin Drive, Spruce Grove, Alberta, T7X 1V1	Monday - Friday 6:00pm – 8:30pm Saturdays 8am - 5 pm	Gym
St. Marguerite K-4	395 Grove Drive, Spruce Grove, Alberta, T7X 2Y7	Monday - Friday 7:00pm – 8:30pm Saturdays 8am - 5 pm	Gym
St. Peter the Apostle 9-12	10 Harvest Ridge Drive, Spruce Grove, Alberta, T7X 0L3	Saturdays 8:00am-5:00pm Monday - Friday 6:30pm – 9:00pm	Large Gym & Small Gym Small Gym only
St. Thomas Aquinas 5-8	381 Grove Drive, Spruce Grove, Alberta, T7X 2Y9	Monday - Friday 6:30pm – 9:30 pm Saturdays 8am - 5 pm	Gym

Schedule “D” – Operating Guidelines for Joint Use Space

User Group Eligibility

To be eligible to use a Joint Use Space in a School, a User Group must:

- Satisfy the Facility Scheduling Coordinator that at least seventy-five (75%) percent of the members of the group or participants are residents of the Municipality or another Municipality served by the Board that owns the School to be booked;
- Engage in activities that are recreational, cultural, social or educational in nature;
- If it is a political group, be a locally based affiliate of a registered provincial or federal party or be for the purpose of local government;
- Be non-profit registered under the Societies Act of Alberta; and
- Undertake, in writing, to have their members and participants uphold the rules and regulations of these Operating Guidelines as well as the School Use Terms and Conditions approved by the Operating Committee.

Any particular user group that does not meet the eligibility requirements identified above may be considered on a case by case basis subject to the approval of the authorized representative of the applicable Board.

To be eligible to use a Municipal Facility that is a Joint Use Space, a User Group must be affiliated with a school or a program or event offered by a school that is located within the geographic boundary of the Municipality and their Board must be party to this agreement. Additionally, a User Group must adhere to the Municipal Facility Use Terms and Conditions approved by the Operating Committee.

A User Group may be barred from using Joint Use Space if:

- The group has failed to pay fees related to the group’s prior use of any Joint Use Space;
- The group has failed to provide the required insurance;
- The group has failed to pay for damages which occurred as a result of the group’s prior use of any Joint Use Space; or
- The past conduct of the group, or members of the group or invited participants, during the use of Joint Use Space was, in the opinion of the authorized representative of the Board or Municipality inappropriate, or not in keeping with the rules and regulations of the Joint Use Space that was booked, or, if repeated, would be likely to cause damage to the Joint Use Space.

In the case of a School or Municipal Facility, any User Group that is barred from the use of Joint Use Space may appeal the decision to the Operating Committee and thereafter to the Governing Committee.

Insurance Coverage

In addition to any other form of insurance a User Group may reasonably require for risks against which a prudent user under similar circumstances and risk would insure, a User Group shall be required to carry General Liability Insurance naming the Municipality and the Board in whose building or on whose land they are conducting their activities as additional insureds.

The amount of insurance to be carried shall be Five Million (\$5,000,000.00) Dollars.

Groups required to carry insurance who do not carry insurance shall be barred from Joint Use Space.

Booking Joint Use Space

Booking the use of Joint Use Space within Schools by User Groups shall be made through the Facility Scheduling Coordinator.

Booking School or School use of Municipal Facilities shall be made through the Facility Scheduling Coordinator.

Cancellation of Bookings

A booking for use of Joint Use Space within a School may be cancelled at any time by the authorized representative of the Board. The authorized representative shall provide as much notice as reasonably possible to the Facility Scheduling Coordinator of the cancellation. The Facility Scheduling Coordinator shall notify the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within a School at any time with notice to the Facility Scheduling Coordinator.

A booking for use of Joint Use Space within Municipal Facilities may be cancelled at any time by the authorized representative of the Municipality. The authorized representative shall provide as much notice as reasonably possible to the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within Municipal Facilities at any time with notice to the Facility Scheduling Coordinator.

If the scheduled use requires any staff to be available, the User Group may still be charged for such services if the cancellation is made by the User Group less than seventy-two (72) hours before the scheduled booking.

No-shows or consistent cancellations without reasonable notice may result in loss of access to the corresponding facility.

Fees for Joint Use Space

Fees charged to any Party to this Agreement or to any User Group for the use of Joint Use Space within Joint Use Hours shall be determined by the Operating Committee and limited to:

- The use of specialized equipment;
- The provision of specially trained or technical staff (e.g. swimming lesson instructors, lifeguards, theatre technicians, computer lab technicians) necessary for the use of the Joint Use Space;
- Any additional janitorial or custodial services, outside of regular operating shifts, related to the use of the Joint Use Space; and
- The provision of supervisory staff or hosts related to the use of the Joint Use Space.
- Tournaments being booked.

Equipment

The right to use Joint Use Space includes the right to, within a gymnasium space, make use of badminton and volleyball posts and basketball hoops. The right to use Joint Use Space does not include the right to use score clocks or other specialized equipment. Any and all equipment required by a User Group must be requested at the time of booking.

Custodial Responsibility and Building/Facility Maintenance Responsibility

The respective School Board shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by that Board.

The Municipality shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by the Municipality.

Damages to Joint Use Space

For Joint Use Space in a School, the Municipality shall be responsible for the recovery of costs to repair damage that occurred in Joint Use Space during the use of that space by a User Group that is not affiliated with the respective Board that owns the School that was damaged.

For Joint Use Space in a Municipal Facility, each Board shall be responsible for damage occurring in Joint Use Space during the use of that space by their respective Schools.

Playing Fields and Playgrounds

For the purposes of this section, the following definitions shall apply:

“Playfield” means a designated outdoor playing area designed for various sports and includes rectangular turf fields and ball diamonds.

“Playfield Maintenance” means the regular mowing and lining of playfields.

“Playground” means an area designed for outdoor play or recreation, especially by children, and often containing recreational equipment such as slides and swings.

“Refurbishment” means to aerate, top dress and over seed taking the playfield off line for a 12 month period.

“Redevelopment” means the stripping and grading of the playfield to reshape the grade and/or the complete replacement of the topsoil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields.

Redevelopment would anticipate the closure of the playfield for up to two years.

Maintenance of playing fields and subsequent amenities on Municipal lands shall be the responsibility of the Municipality and maintenance of playing fields and subsequent amenities on School lands shall be the responsibility of the applicable Board.

Each Party shall perform regular assessments on playfield conditions to determine short term and long term Playfield Maintenance, or as appropriate, Refurbishment required for each playfield or amenity thereon. The Parties shall advise each other of any major Refurbishment or Redevelopment of playfields.

Each Party shall have sole responsibility for the development of playfields and amenities, including the construction of soccer pitches and softball or baseball diamonds, located on their respective lands. The type and timing of the amenity will also be at the sole discretion of respective land owner considering existing policies, plans, and needs.

Upgrades to playfields or amenities located on Municipal lands that are desired or required by a Board shall be the responsibility of the Board. All costs of such upgrades shall be paid by the Board requiring the upgrade. If a playfield or amenity has been upgraded by a Board, the responsibility and costs for Maintaining that playfield shall either pass to the Board or be subject to an agreement between the Municipality and applicable Board. All costs of Maintaining the upgraded playfield or amenity shall be paid by the Board or detailed in an agreement between the Municipality and applicable Board.

Maintenance of Playgrounds shall be the responsibility of the Party upon whose lands the Playground is located. Maintenance of Playgrounds does not include or guarantee replacement of the playground.

Despite the identity of the Party that funded or installed a Playground, the Party upon whose land it is located shall at all times have the right to remove the Playground if ongoing maintenance of the Playground is unwarranted due to safety concerns, or because of costs associated with ongoing maintenance. The replacement of the Playground is at the sole discretion of the Party upon whose land it is located.

Schedule “E” – School Site Guidelines

The parameters contained in this Schedule will be considered when planning future school sites in a Municipality’s Municipal Development Plan, and Area Structure Plans.

School Type	Land for School Portion	Land for Playing Fields	Total Land Needed
Elementary	4 to 5 acres	6 to 7 acres	10 to 12 acres
Elementary/Middle	5 to 6 acres	7 to 8 acres	12 to 14 acres
Middle	5 to 6 acres	7 to 8 acres	12 to 14 acres
Junior/Senior High	6 to 7 acres	7 to 8 acres	13 to 15 acres
High School	7 to 8 acres	13 to 14 acres	20 to 22 acres
K to 12 School	6 to 7 acres	7 to 8 acres	13 to 15 acres

The following site guidelines are considered best practices in determining and allocating appropriate school sites. These guidelines will be considered by the Municipality in collaboration with developers and included in appropriate statutory plans where possible.

Site Shape and Configuration

Each school site should have a core area that is generally rectangular in shape with proportions of 2 to 3 units of width and 3 to 5 units of length (e.g. 160m width and 240m length). The core area must account for 80 to 90 percent of the total site area.

Site shapes that consist of curves, triangular areas or narrow spaces should be avoided.

Frontage along a Public Street

Where possible, each school site should have frontage along two public streets that intersect at a corner of the site.

Where frontage along only one public street is available, it should be a continuous frontage along the entire length of one side of the site.

Accessible to Several Modes of Travel

Each school site should be located on a road capable of accommodating school bus traffic and private automobile traffic related to the school.

Each school site should have onsite pedestrian connections and connections to any

pedestrian network linking the site to surrounding community.

Each site should accommodate bicycle access and on-site bicycle parking facilities.

Site Topography and Soil Conditions

Each school site should have geo-technical and topographic conditions that are suitable for the construction of a large building. This includes suitable soil conditions for foundations, no known contaminants and generally level terrain. A Geo-technical report and investigation should be performed and all Parties made aware of this report and actual condition of the proposed site.

Flexibility for Design

Each school site shall not be encumbered with utilities and utility rights of way that divide the site or otherwise reduce the options for the placement of buildings and improvements.

No storm water management ponds shall be incorporated into the school site or the playing fields adjacent to a school.

Access to Services

Each school site shall be located where access to a sewage collection and disposal system, water system, storm drainage services and three phase power is available or can be made available.

Schedule "F" – 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 Parties.
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 shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions. 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.
6. Unless resolved in a shorter period of time, the negotiation by the Resolution Committee shall last for a minimum of 15 days, or such longer period of time as may be agreed to by the Parties.

Step 3: Mediation

7. 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 is it likely to. The Parties shall thereafter co-operate in engaging the selected

mediator in a timely manner. If the Parties are unable to select a mediator, the dispute shall immediately move to Step 4.

8. 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 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.
9. 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.
10. 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.
11. 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.
12. If, after ninety (90) calendar days from engagement of the mediator, or longer period of time 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 any areas of consensus.

Step 4: Arbitration

13. In the event that mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within 30 calendar days of receiving the mediator's report. The representatives must appoint an arbitrator. 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.
14. 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 days of the expiry of the time period in clause 13. 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.

15. 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*.
16. 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 by the Parties to this Agreement.

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Schedule “G” – Maps

All maps associated with this agreement are being updated to reflect the principles outlined in the agreement. This includes re-drawing property lines, sub-division changes, and registration with land titles. Once complete they will be added to this schedule.

Until such time that the various processes take place, the Parties agree to carry out their responsibilities in the manner that was contemplated in the agreement. This includes:

- The Municipality will perform and be responsible for 100% costs for maintenance of Joint Use Fields and Municipal facilities.
- The Board’s will perform and be responsible for costs for maintenance of all School Facilities.
- The Board’s will be responsible for maintenance, inspections, and other costs for all playgrounds and other amenities on School property.

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