

Strathcona County
(hereinafter called the "County")

AND

The Board of Trustees of Elk Island Public Schools Regional Division No. 14
(hereinafter called the "Public Board")

AND

The Board of Trustees of Elk Island Catholic Separate Regional Division No. 41
(hereinafter called the "Catholic Board")

AND

The Regional Authority of Greater North Central Francophone Education Region No. 2
(hereinafter called the "Francophone Board")

WHEREAS:

A. The *Municipal Government Act* provides, in Section 666, that a subdivision authority may require that the owner of a parcel of land that is being subdivided provide municipal reserve, school reserve, or municipal and school reserve in an amount that may not exceed 10% of the parcel of land being subdivided less any land required to be provided as environmental reserve.

B. The *Municipal Government Act* provides, in Section 670, that the subdivision authority must specify the amount, type and location of Reserve Land that is to be provided, and allocate the Reserve Land between the municipality and each school board concerned either in accordance with an agreement made between the municipality and the school boards or, in the absence of an agreement, in accordance with the needs of each of them as those needs are determined by the subdivision authority.

C. The Parties prefer to establish among themselves how their respective needs and interests will be met with respect to the allocation and use of Reserve Land, rather than each Party having to make submissions to the subdivision authority for the County, at the time of each subdivision of land in the County, for the allocation of Reserve Land for the purpose of a school.

D. The County has a Municipal Development Plan that provides broad policies for the need for, amount of and allocation of reserves.

NOW THEREFORE IN CONSIDERATION of the mutual commitment of the Parties to the principles contained in this Agreement regarding the provision and use of Reserve Land the Parties agree as follows:

1. DEFINITIONS

1.1. In this Agreement, unless there is something in the context that is inconsistent therewith the following terms shall be interpreted as having the following meanings:

- a. "Act" means the *Municipal Government Act*, RSA 2000, c M-26, any regulations thereunder, and any amendments or successor legislation thereto.
- b. "Agreement" means this School Site Allocation Agreement.

- c. "Alberta Government" means the Government of Alberta Ministries responsible for the provision of funds for the construction of new schools and the creation of the provincial capital plan for School building projects.
- d. "Area Structure Plan" means a statutory plan, adopted by Council by bylaw, including an Area Concept Plan, 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.
- e. "Boards" means the Catholic Board, the Francophone Board and the Public Board collectively, and "Board" means any one of the Catholic Board, the Francophone Board and the Public Board.
- f. "CAO" means the Chief Administrative Officer of the County.
- g. "Catholic Board" means The Board of Trustees of Elk Island Catholic Separate Regional Division No. 41 or any successor board or authority.
- h. "Council" means the municipal Council of Strathcona County or, where the context so requires, the area contained within the boundaries of Strathcona County.
- i. "County" means the municipal corporation of Strathcona County.
- j. "Effective Date" means the date this Agreement is signed and endorsed by the Parties.
- k. "Fair Market Value" means the average of two independent appraisals.
- l. "Facility Plans" means the three (3) year capital and ten (10) year facility plans prepared annually by each of the Boards for the Alberta Government.
- m. "Francophone Board" means The Regional Authority of Greater North Central Francophone Education Region No. 2 (Conseil Scolaire Centre-Nord) or any successor board or authority.
- n. "Hazardous Substances" means and includes but is not limited to, petroleum products and byproducts, any contaminants, pollutants, dangerous substances, hauled liquid wastes, toxic substances, industrial wastes, hazardous wastes, hazardous materials, hazardous chemicals, or hazardous substances as defined in any federal, provincial or municipal legislation.
- o. "Other School Lands" means land in which a Board has an interest that is situated on a School Site that is not designated as Reserve Land but that was acquired by that Board and is used by that Board for school board purposes.
- p. "Parties" means the entities signing this Agreement collectively and "Party" shall mean one (1) of the signatories.
- q. "Pillars and Principles" means those fundamental concepts and processes, set out in Sections 2 and 3 of this Agreement, that shall guide the actions and relations of the Parties as they work together to meet the needs of the citizens of the County.
- r. "Public Board" means The Board of Trustees of Elk Island Public Schools Regional Division No. 14 or any successor board or authority.
- s. "Reserve Account" means the interest bearing account maintained by the County for money provided in place of Reserve Land and proceeds from the sale of Reserve Land in accordance with the Act which is more particularly described in Section 6 hereof.

- t. "Reserve Funds" means the monies deposited or to be deposited into the Reserve Account as contemplated in Section 6 hereof.
- u. "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve as such terms are defined in the Act.
- v. "School Building" means a building which is designed to accommodate students for instructional or educational purposes that is owned, occupied or controlled by a Board.
- w. "School Building Envelope" has the meaning given in Section 672(5) of the Act, which for clarity means (a) the portion of the Reserve Land on which a School Building and accompanying parking lot is situated, or (b) if no School Building is situated on the Reserve Land, the area of land on which a school building and accompanying parking lot would be located if they had been built as determined by the County. For clarity, the School Building Envelope does not include any lands not designated as Reserve Land. For further clarity, for the purposes of ascertaining the purchase price as required by Section 5 the School Building Envelope shall not be considered as including a School Building.
- x. "School Playing Field" means land in which a Board has an interest that is situated on Reserve Land within a School Site and that was acquired by that Board for school board purposes including outdoor athletic, sporting and educational purposes and used by the Board for such purposes.
- y. "School Site" means land upon which is situated a School Building, a School Building Envelope, Other School Lands, and/or a School Playing Field.
- z. "Servicing Costs" means the total cost of the servicing of the subject land with public utilities, including the carrying charges.
- aa. "Site Allocation Committee" means the committee to be established under Section 4.
- bb. "Surplus Reserve Land" means land which is Reserve Land situated on a School Site which is declared surplus by a Board pursuant to Section 5, and includes any School Building, School Building Envelope and School Playing Field situated thereon.
- cc. "Superintendent" means the chief education officer of a Board.
- dd. "Term" means the length of this Agreement as provided in Section 7.

2. PILLARS

The Parties agree that in entering into this Agreement they are committing to the following Pillars as the basis for their relationship respecting the matters set out in this Agreement.

AUTONOMY AND ORGANIZATIONAL INTEGRITY

The Parties honor the respective organizational cultures, mandates, budget and administrative processes of the other Parties.

ACCOUNTABILITY

Each Party is responsible for realistically identifying their respective needs for Reserve Land recognizing that Reserve Land is a limited resource and that the needs of the Parties must be balanced one against the other.

COLLABORATION

The Parties shall collaborate and work cooperatively to best address the needs of current and future residents of the County for park space, trails, open space, community services and School Sites.

CONSULTATION &
COMMUNICATION

It is only through regular, ongoing consultation communication that the respective needs and interests of the Parties can be identified, explored, understood and prioritized.

EQUITABLE ALLOCATION

The Parties will seek an equitable allocation of Reserve Land within the County for each Board. However, the Parties recognize that such equitable allocation may not result in an equal allocation of Reserve Land among the Parties, it will take into account many different factors, and it may change throughout the Term.

FLEXIBILITY

Because Reserve Land is a limited resource the Parties must be open to new and different methods of meeting their respective needs. The Parties must be willing to compromise and be flexible.

OPENNESS

In order for the needs of the Parties to be properly identified, explored, understood, shared and prioritized, the Parties must be open and direct in communicating their needs. By being open and direct with respect to their needs Reserve Land will be allocated amongst the Parties in the most efficient, effective and meaningful manner.

USE OF RESERVE LAND
AND RESERVE FUNDS

In determining the use of Reserve Land and Reserve Funds all of which are provided, dedicated or obtained after the Effective Date, the Parties shall be willing to pursue opportunities and coordinate efforts for the establishment of the shared and joint use of lands for school board purposes, public parks, and public recreation areas.

3. PRINCIPLES

3.1. The Parties agree that the following Principles shall guide the allocation of Reserve Land between the Parties.

- 3.1.1. In an Area Structure Plan that is developed for new areas the County will identify as a proposed land use a site large enough to accommodate a School Site and a public park or public recreation area. The size of the School Site and public park or public recreation area identified in each Area Structure Plan or amendment to an Area Structure Plan shall be based on the best information available to the County and Boards regarding their respective needs for Reserve Land at the time the Area Structure Plan or amendment is prepared. In identifying the proposed land use in the Area Structure Plan, the County shall have regard to the School Site and Joint Use Reserve Land standard developed by the Site Allocation Committee in accordance with Section 4.2.
- 3.1.2. The County will remain the custodian of the Reserve Land provided pursuant to section 666 of the Act until the Site Allocation Committee determines to which Board the school reserve portion of the Reserve Land is to be allocated. The County 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 or be deferred to be consistent with the applicable Area Structure Plan. In the event of an appeal of a subdivision approval to the Subdivision and Development Appeal Board ("SDAB"), the County shall, in all submissions to the SDAB request that, as a condition of subdivision, the statutorily allowed maximum amount of Reserve Land be dedicated or be deferred to be consistent with the applicable Area Structure Plan.
- 3.1.3. 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 Parties and the Site Allocation Committee in a timely and understandable fashion. The County is responsible to inform Boards of areas under development so Boards can provide their input as to their requirements.
- 3.1.4. The County shall, to the best of its ability, given the constraints of the Act, the evolving nature of information available as to the needs of the Parties, the recommendations of the Site Allocation Committee and the demographics of the community, plan for a sufficient number of serviced School Sites to meet the needs of the Boards.
- 3.1.5. With the exception of any pre-allocation or identification of those School Sites and Reserve Land described on Appendix A attached to this Agreement as being to one (1) Board, there shall be no pre-allocation of School Sites nor shall School Sites be identified as being available for allocation to only one (1) Board.
- 3.1.6. Notwithstanding Section 3.1.5, if a Board has tentative approval of the funding for School Building construction, the Parties shall meet and a School Site shall be identified as the tentative School Site for the proposed School Building. The School Site so identified as the tentative School Site shall no longer be available for allocation to another Board. If construction of the School Building has not commenced within two (2) years after the funding announcement, the School Site being identified as the tentative School Site for the proposed School Building will again be available for allocation to another Board.
- 3.1.7. In the event that there are competing claims amongst any of the Boards for the one (1) School Site within an Area Structure Plan, the School Site shall be allocated to the Board that receives the funding announcement from the Alberta Government first. Should more than one Board receive a funding announcement at the same time, those Boards shall, at their own cost, mediate the question of the allocation of the School Site. The mediation process to be used by those Boards shall be determined by those Boards on an "as need" basis, and shall be at the sole cost and expense of those Boards. Should the mediation process be unsuccessful or if a decision is not made regarding the allocation of the School Site

in the time period required by the County the County shall decide which Board will be allocated the School Site in dispute.

3.1.8. School Sites shall not be allocated to a Board unless:

- a. the Board has an identified need for the School Site;
- b. the Board has formal approval of the funding for School Building construction on the School Site from the Alberta Government;
- c. the Reserve Land is districted such that a School Building is a permitted or discretionary land use for the School Site under the County's Land Use Bylaw;
- d. the Board has applied for a development permit for the School Building and has submitted building plans for the School Building to the County for review.

3.1.9. Upon the satisfaction of the items set out in Section 3.1.8 and the allocation of a School Site to a Board, the County shall transfer to the Board only that portion of a Reserve Land designated as school reserve, which will include the land for the School Building Envelope and the School Playing Field. For clarity, the aforementioned School Building Envelope or the School Playing Field shall include, as appropriate, any landscaped yards required by the County's Land Use Bylaw as part of the School Building development, lands necessary to allow for a proposed or future playground equipment site and such additional land as may reasonably be required by the Alberta Government in the approval of the building plans for future expansion of the School Building as determined at the time of the transfer. For further clarity, the total purchase price to be paid by the Board to the County for the bare land that is the aforementioned school reserve portion of the Reserve Land shall not exceed the sum of One Dollar (\$1.00).

3.1.10. All costs associated with the transfer of the school reserve portion of the Reserve Land to a Board shall be paid by the Board to whom the Reserve Land is transferred. Costs to be paid by a Board shall include the costs of any required subdivision, the costs of preparing any subdivision plan and costs associated with registering required plans at the Land Titles Office and the Transfer of Land.

3.1.11. If a Board concludes that it no longer requires Reserve Land previously allocated and transferred to it by the County, the Parties shall meet and the other Boards shall determine if they require that Reserve Land. If one of the other Boards requests that such Reserve Land be allocated and transferred to it for a School Site, such allocation and transfer by the County shall be in accordance with the *School Act*, RSA 2000 c S-3, the Act, and the terms and conditions of this Agreement. Any dispute between competing Boards shall be resolved in accordance with Section 3.1.7.

3.1.12. All Reserve Land, monies paid to the County from the sale of Reserve Land and monies paid to the County in lieu of Reserve Land, shall be used solely for the purposes provided in the Act, any regulations thereunder, and any amendments or successor legislation.

4. SITE ALLOCATION COMMITTEE

4.1. The Parties hereby agree to establish the Site Allocation Committee that will abide by the Pillars and Principles set out in this Agreement. The CAO and the Superintendents of each of the Boards shall sit and shall each have the right to appoint one (1) member to the Site Allocation Committee to act in his or her place.

- 4.2. The role of the Site Allocation Committee shall be to:
 - 4.2.1. review the Facility Plans of each of the Boards annually;
 - 4.2.2. determine how available School Sites might be allocated between the Boards based on the annual review of the updated Facility Plans of the Boards;
 - 4.2.3. within the time period requested by the County review proposed Area Structure Plans or amendments to Area Structure Plans to ensure the proposed Area Structure Plans or amendments reflect the identified needs of the Parties;
 - 4.2.4. within the time period requested by the subdivision authority provide recommendations to the subdivision authority regarding the amount, type and location of school reserve that should be provided as part of the Reserve Land provided in accordance with section 666 of the Act;
 - 4.2.5. within the time period requested by the County allocate the school reserve portion of any Reserve Land provided in accordance with section 666 of the Act amongst the Boards;
 - 4.2.6. review the Reserve Account; and.
 - 4.2.7. develop a School Site and Joint Use Reserve Land standard to assist with the planning of future School Sites in the County.
- 4.3. The Site Allocation Committee shall meet at least twice per calendar year. Additional meetings may be scheduled as required at the request of any of the Parties to the Chairman of the Site Allocation Committee.
- 4.4. The Chairperson of the Site Allocation Committee shall be the CAO or their designate to the Site Allocation Committee.
- 4.5. Secretarial support for the Site Allocation Committee shall be provided by the County.
- 4.6. The Site Allocation Committee shall adopt such rules of procedure as may be agreed upon by its members.
- 4.7. Minutes shall be kept for all meetings of the Site Allocation Committee. Copies of the minutes of the meetings shall be provided to all Parties.
- 4.8. As soon as reasonably practical after the Effective Date the Site Allocation Committee shall meet to discuss and clarify the process for the review and circulation of information on proposed Area Structure Plans and any amendments to an Area Structure Plan.

5. DISPOSITION OF SURPLUS RESERVE LAND

Declare Surplus

- 5.1. In the event that a Board has declared its interest in certain Reserve Land to be surplus to the Board's needs in accordance with the *School Act*, RSA 2000 c S-3, and any regulations thereunder, and any amendments or successor legislation, and the Minister responsible for the *School Act* has provided approval for the Board's interest in the School Site to be disposed, then the Board shall provide the County with written notice of such declaration and the Board must transfer to the County that Surplus Reserve Land in accordance with Section 672 of the Act, and in the manner stated in the remainder of this Section 5.

Purchase Price

- 5.2. The total purchase price to be paid by the County to the Board for the Surplus Reserve Land shall be determined in accordance with the following:
 - 5.2.1. The purchase price of the Surplus Reserve Land excluding any School Building situated thereon, shall be the sum of One Dollar (\$ 1.00);
 - 5.2.2. The purchase price of any School Building situated on the Surplus Reserve Land shall be its Fair Market Value; and
 - 5.2.3. The total purchase price shall include the amount of the Servicing Costs which are associated with the Surplus Reserve Land and which have been paid by the Board.
- 5.3. The total purchase price for the Surplus Reserve Land shall be determined by the Board and the County within One Hundred Twenty (120) days of the Board making the declaration detailed in Section 5.1. Should the County and the Board fail to agree on the total purchase price for the Surplus Reserve Land within that time period, then the dispute shall be resolved in accordance with the dispute resolution provisions pursuant to Section 12.
- 5.4. In the event that the School Site of which the Board desires to dispose includes Other School Lands, the County and the Board may negotiate such purchase and sale agreement, but the Board and the County shall not be obligated to enter into a purchase and sale agreement for such Other School Lands.

Terms of the Agreement of Purchase and Sale

- 5.5. Upon the Board making the declaration detailed in Section 5.1, and upon the total purchase price for the Surplus Reserve Land being determined in accordance with Sections 5.2 and 5.3, the Board shall transfer its interest in the Surplus Reserve Land to the County for the total purchase price determined pursuant to Sections 5.2 and 5.3, in accordance with the following:
 - 5.5.1. The closing date shall within be Sixty (60) days after the date the total purchase price is determined in accordance with Sections 5.2 and 5.3;
 - 5.5.2. The total purchase price for the Surplus Reserve Land shall be paid by the County to the Board on the closing date;
 - 5.5.3. All adjustments normally made on a sale of real property in regards to the Surplus Reserve Land shall be made on the closing date;
 - 5.5.4. The Board shall transfer its interest in the Surplus Reserve Land to the County free of all mortgages, liens, charges, encumbrances, instruments, or any other registrations that the Board has registered or caused to be registered against the title to the Surplus Reserve Land;
 - 5.5.5. The Board shall deliver vacant possession of the Surplus Reserve Land to the County on the closing date; and
 - 5.5.6. On the closing date the Board shall warrant to the County, that to the best of its knowledge, the Board, its employees, contractors or agents have not deposited, placed or brought onto the Surplus Reserve Land any Hazardous Substances, nor to the best of its knowledge, is the Board aware of the existence of any Hazardous Substances in, on or under the Surplus Reserve Land. The Board shall not be required to give such warranty to the County in cases of Surplus Reserve Land which is known by the Board to have been contaminated with Hazardous Substance and in such cases, the Board shall provide the County with the details of the contamination. The Board will indemnify and save harmless the county for all losses, costs,

damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Board in relation to the warranty regarding the environmental condition of the Surplus Reserve Land.

Further sale by County of Surplus Reserve Land

5.6. With respect to Surplus Reserve Land purchase by the County from a Board in accordance with Section 5 that subsequently has its Reserve Land designation removed and is sold by the County, the County agrees that the proceeds from the sale will only be used in accordance with section 675 of the Act.

Lands Excluded

5.7. Sections 5.1 to 5.6 shall not apply to the following lands that were purchased by and are owned by the Catholic Board:

5.7.1. 2021 Brentwood Blvd., Sherwood Park, AB, T8A OX2

Legal: Lot F, Plan 355R.S. (12.63 Acres) SE 1/4 34-52-23-W4 Meridian

5.7.2. 8 Sandpiper Drive, Sherwood Park, AB, T8A OB6

Legal: Lot F, Block 54, Plan 5089 NY (5.05 Acres) NW 1/4 26-52-23-W4 Meridian

5.7.3. 109 Georgian Way, Sherwood Park, AB, T8A 3K9

Legal: Lot 16, Block 156, Plan 5911 RS (8.17 Acres) N 1/4 35-52-23-W4 Meridian

5.7.4. 273 Fir Street, Sherwood Park, AB, T8A 2G7

Legal: Lot C, Block 19, Plan 5434 K.S. (5 Acres) SE 1/4 27-52-23-W4 Meridian

5.7.5. 1000 Strathcona Drive, Sherwood Park, AB, T8A 3R6

Legal: Lot 31, Block 100, Plan 3743TR (4.8 Acres) NE 1/4 28-52-23-W4 Meridian

6. RESERVE ACCOUNT

Establishment of Reserve Account

6.1. The County will create and maintain the Reserve Account.

6.2. All monies paid to the County:

6.2.1. from the sale of Reserve Land, provided such Reserve Land was dedicated after the Effective Date and was not exempted from the application of this Agreement pursuant to Section 10.2, and

6.2.2. provided in place of Reserve Land dedication in accordance with the Act, provided such monies were provided after the Effective Date and were not exempted from the application of this Agreement pursuant to Section 10.2,

(the "Reserve Funds") shall be deposited into the Reserve Account and shall be used solely for the purposes provided in the Act.

Annual Report

6.3. The County will submit to the Site Allocation Committee, at least once per year of the Term, a report showing the opening balance, activities, ending balance of the Reserve Account for the most recent fiscal year.

Prior Consultation with Site Allocation Committee

6.4. Prior to using the Reserve Funds in the Reserve Account, the County shall consult with the Site Allocation Committee and have regard to its input on the use of the Reserve Funds for those purposes permitted by the Act including but not limited to a public park, a public recreation area, and school board purposes.

County's Discretion

6.5. The Parties recognize that the County retains sole discretion over the use of funds in the Reserve Account including the Reserve Funds.

7. TERM

7.1. This Agreement shall be in force and effect as of the Effective Date and shall continue to be in force and effect for ten (10) years from the Effective Date, unless otherwise terminated in accordance with Section 8.1.

8. TERMINATION

8.1. This Agreement may be terminated by any Party to this Agreement with six (6) months written notice to each of the other Parties of their intention to terminate this Agreement.

8.2. Following the date notice is given by any of the Parties of their intention to terminate this Agreement, the Parties shall use commercially reasonable efforts to renegotiate the principles of their relationship and methodology for allocating Reserve Land as soon as practicable.

9. AMENDMENT

9.1. This Agreement shall not be modified, varied or amended except by the written agreement of the Parties.

10. PREVIOUS AGREEMENTS

10.1. From and after the Effective Date, Reserve Land dedicated through subdivisions shall be allocated amongst the Parties in accordance with the terms of this Agreement. any previous agreements regarding the allocation of School Sites and Reserve Land between the Parties are hereby null and void, and replaced by this Agreement.

10.2. Notwithstanding Section 10.1, the Schools Sites and Reserve Land described on Appendix A attached to this Agreement shall not be allocated among the Parties in accordance with the terms of this Agreement, and are not null and void or replaced by this Agreement.

11. CAPACITY

11.1. The County, 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 the Act or any other legislation. Nothing in this Agreement shall be considered as the granting by the County of any approval or permit that may be required by the Act or any other legislation. Nothing in this Agreement restricts the County, 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.

12. DISPUTE RESOLUTION

- 12.1. The County and the Boards agree to use commercially reasonable efforts to resolve any disputes arising due to this Agreement as efficiently and cost effectively as possible.
- 12.2. In furtherance of Section 12.1, at all relevant times, the County and the Boards shall:
 - 12.2.1. make bona fide efforts to resolve all disputes by amicable negotiations;
 - 12.2.2. provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations; and
 - 12.2.3. respect the Pillars and Principles set out in this Agreement.
- 12.3. Notwithstanding the forgoing, the Parties acknowledge and agree that only those disputes arising related to Section 5.3 shall be resolved pursuant to the Dispute Resolution Procedure attached as Appendix B to this Agreement.

13. ADDRESS FOR NOTICES

- 13.1. Any notices under this Agreement given to the County and to the Boards shall be deemed to be sufficiently given if personally delivered or sent by prepaid registered mail addressed as follows:

To the County at:

Strathcona County
2001 Sherwood Drive
Sherwood Park, Alberta T8A 3W7
Attention: Chief Commissioner

To the Catholic Board at:

Elk Island Catholic Schools
160 Festival Way
Sherwood Park, AB T8A 5Z2
Attention: Superintendent

To the Francophone Board at:

Conseil scolaire Centre-Nord
322, 8627 – 91 Street
Edmonton, AB T6C 3E9
Attention: Superintendent

To the Public Board at:

Elk Island Public Schools
683 Wye Road
Sherwood Park, AB T8B 1N2
Attention: Superintendent

or to any other address as may be designated in writing from time to time by a Party. Notice given by registered mail, if posted in Alberta, shall be deemed to have been received on the fifth (5th) business day following the date on which such notice is mailed. In the event of a postal strike, notice may only be given by personal delivery.

14. SUCCESSORS

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

15. HEADINGS

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

16. FURTHER ASSURANCES

16.1. The Parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the Parties.

17. ASSIGNMENT

17.1. Neither the County nor the Boards may assign this Agreement, nor any of the rights and privileges contained in this Agreement, without the prior written consent of each and every other Party.

18. STATUTORY REFERENCE

18.1. Any reference to a Statute, or portion thereof, shall include and shall be deemed to be a reference to such Statute and to the Regulations made pursuant thereto and promulgated there under and any final judicial decisions interpreting the same, all amendments made thereto and enforced from time to time, and to any Statute or Regulation that may be passed which have the effect of supplementing or superseding the Statute, or portion thereof, so referred to or the Regulations made pursuant thereto.

19. UNENFORCEABLE TERMS

19.1. If any term, covenant or condition of this Agreement or the application thereof to any Party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a Party or circumstance other than those to which it is held invalid or unenforceable shall not be effected thereby and each remaining term, covenant and restriction of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

20. TIME OF THE ESSENCE

20.1. Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement a Party or certain Parties are required to do something by a particular date or within a certain time period the time for the doing of the particular thing shall only be amended by written agreement of all of the Parties.

The Parties have executed this Agreement on the _____ day of _____, 2016.

STRATHCONA COUNTY

THE BOARD OF TRUSTEES OF ELK ISLAND CATHOLIC SEPARATE REGIONAL DIVISION NO. 41

MAYOR

CHAIR

CHIEF COMMISSIONER

SUPERINTENDENT

THE REGIONAL AUTHORITY OF THE GREATER NORTH CENTRAL FRANCOPHONE EDUCATION REGION NO. 2

THE BOARD OF TRUSTEES OF ELK ISLAND PUBLIC SCHOOLS REGIONAL DIVISION NO. 14

CHAIR

CHAIR

SUPERINTENDENT

SUPERINTENDENT

Appendix A

List of Schools Sites and Reserve Land that are not to be allocated among the Parties in accordance with the terms of this Agreement, and are not null and void or replaced by this Agreement.

- none

Appendix B

DISPUTE RESOLUTION PROCEDURE

1. Definitions - In this Schedule, the following words and phrases have the following meanings:
 - (a) "Arbitrator" means the person appointed to act as such to resolve any Dispute;
 - (b) "Arbitration" means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
 - (c) "Dispute" means any disagreement or controversy between the Parties concerning any matter arising out of this Agreement that the Agreement requires be resolved using this Dispute Resolution Process;
 - (d) "Disclosed Information" means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
 - (e) "Mediation" means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
 - (f) "Mediator" means the person appointed to facilitate the resolution of a Dispute between the Parties;
 - (g) "Party" means a party to the Agreement to which this Dispute Resolution Procedure is attached, and "Parties" means more than one of them; and
 - (h) "Representative" means an individual who has no direct operational responsibility for the matters comprising the Dispute who holds a senior position with a Party and who has full authority to settle a Dispute.
2. Dispute Resolution Process - In the event of any Dispute, the Parties agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a Dispute in the following order:
 - (a) first, by negotiation;
 - (b) second, by way of Mediation; and
 - (c) third, by Arbitration, if mutually agreed to in writing at the time of the Dispute, by the Parties.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the Pillars and Principles agreed to by the parties within the Agreement to which this Schedule is attached.

3. Negotiation - A Party shall give written notice ("Dispute Notice") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of receipt of the Dispute Notice, the negotiation shall be deemed to have failed.
4. Mediation - If the Representatives cannot resolve the Dispute within such thirty (30) day period, then the Dispute shall be referred to Mediation. Any one of the Parties shall provide the other Party with written notice ("Mediation Notice") specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that

are to be mediated. If the Mediation is not completed within sixty (60) days from the date of receipt of the Mediation Notice, the Mediation shall be deemed to have terminated and failed to resolve the Dispute.

5. Arbitration

- (a) If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the dispute, the Dispute shall be submitted to binding Arbitration. One of the Parties may provide the other Party with written notice ("Arbitration Notice") specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;
- (b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language;
- (c) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00; or
 - (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.
- (d) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (e) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.

6. Participation - The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary and notwithstanding that litigation may have commenced as contemplated in this Schedule.

7. Location - The place for Mediation and Arbitration shall be Edmonton, Alberta.

8. Selection of Mediator and Arbitrator - If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be appointed by the executive director or other individual fulfilling that role for the ADR Institute of Canada Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

9. Costs - Subject to clause 5(d) of this Schedule in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

10. Disclosed Information - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the

Rules of Court, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of the Agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties. Notwithstanding the foregoing, any Party shall not be prohibited from disclosing such Disclosed Information as required by law.

11. Litigation and Limitations Act - No Party shall commence litigation concerning the Dispute until the negotiation and Mediation processes have concluded. The Parties agree that during the time any Dispute is subject to the negotiation and Mediation processes, the limitation periods set forth in the Limitations Act (Alberta) shall be stayed. The limitation periods shall be reinstated once the Mediation terminates or is deemed terminated so that each of the Parties shall have the respective rights and remedies that were available to them before the commencement of these processes. Any Party may commence litigation on any date, if necessary, to preserve its legal rights and remedies if the commencement of litigation after that date would otherwise be banned by any applicable limitation period or if the commencement of litigation is otherwise necessary to prevent irreparable harm to that Party.

12. Confidentiality - The Parties agree that there is a real risk that substantial damage to a Party's commercial interests may result if Disclosed Information or Confidential Information is obtained by third parties because a Dispute becomes the subject matter of litigation. The Parties agree not to contest or oppose, directly or indirectly, an application by a Party to the court, that the court's file relating to such litigation, including this Agreement and supporting financial information, be sealed upon commencement of the litigation.