



Date: September 24, 2025 **Agenda Item:** 7.3

To: Board of Trustees

From: Shawna Warren, Superintendent

Originator(s): Sean Nicholson, Associate Superintendent, Corporate Services

Subject: **Joint Use and Planning Agreement - Town of Morinville JUPA**

Recommended Motion:

THAT the Board of Trustees approve the Joint Use and Planning Agreement - Town of Morinville Joint Use and Planning Agreement (**JUPA**) as presented at the Public Board meeting of September 24, 2025.

Background:

On June 10, 2020, the Lieutenant Governor in Council approved an order in council proclaiming the Joint Use and Planning Agreement (JUPA) sections of Bill 25, the Red Tape Implementation Act, into force. This proclamation amends the Municipal Government Act and the Education Act.

The Date by which Municipalities and school jurisdictions must enter into a joint use and planning agreement as required by Section 53.1 (2) of the *Education Act* is extended to June 10, 2026. Sturgeon Public Schools is required to have a JUPA in place with each municipality in which we operate a school.

The Joint Use and Planning Agreement between the Town of Morinville, The Greater St. Albert Roman Catholic Separate School Division and The Sturgeon Public School Division has been completed and the attached Draft Joint Use and Planning Agreement - Town of Morinville JUPA is ready for Board review.

Status & Relationship to Superintendent Leadership Quality Standard (SLQS):

This report aligns with the [SLQS](#) in the following way:

- | | |
|--------------------|---|
| COMPETENCY: | (1) Building Effective Relationships |
| INDICATORS: | a. collaborating with community and provincial agencies to address the needs of students and their families;
e. establishing constructive relationships with students, staff, school councils, parents/guardians, employee organizations, the education ministry and other stakeholder organizations; and
f. facilitating the meaningful participation of members of the school community and local community in decision-making. |

COMPETENCY: (6) School Authority Operations and Resources
INDICATORS: a. providing direction on fiscal and resource management in accordance with all statutory, regulatory and school authority requirements; and
e. establishing data-informed strategic planning and decision-making processes that are responsive to changing contexts.

COMPETENCY: (7) Supporting Effective Governance
INDICATORS: d. ensuring that the board's plans, resource allocations, strategies and procedures lead to the achievement of its goals and priorities; and
e. ensuring that the board's fiscal and resource management is in accordance with all statutory, regulatory and board requirements.

Governance Implications:

Education Act

Joint use and planning agreements

53.1 (2) Where on the coming into force of this section a board is operating within the municipal boundaries of one or more municipalities, the board must, within 3 years after this section comes into force, or if the Minister extends that period under subsection (4), within the extended period, enter into an agreement under section 670.1 of the *Municipal Government Act* with each of the municipalities.

Policy 2: Role of the Board

As elected representatives of the community, the Board of Trustees is held accountable through the Education Act. The Board provides overall direction and leadership to the Division. The Board is a corporate entity and exercises its authority through a democratic process and always models a culture of respect and integrity.

Administration is prepared to respond to questions at the September 24, 2025, Public Board meeting.

Attachment(s):

1. Joint Use and Planning Agreement - Town of Morinville JUPA

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT MADE THIS ____ day of _____, 2025

BETWEEN:

THE TOWN OF MORINVILLE,

a municipal corporation, incorporated under the laws of the

Province of Alberta

(referred to as the “**Municipality**”)

-AND-

THE GREATER ST. ALBERT ROMAN CATHOLIC

SEPARATE SCHOOL DIVISION

a school division under the laws of the Province of Alberta

(referred to as “**The Greater St. Albert Roman Catholic Separate School Division**”)

-AND-

THE STURGEON PUBLIC SCHOOL DIVISION

a school division under the laws of the Province of Alberta

(referred to as “**The Sturgeon Public School Division**”)

WHEREAS:

- A. The *Municipal Government Act* and the *Education Act* require a municipality and any school boards operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement;
- B. The Municipality and the Boards agree that 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 Boards;

- C. It is the responsibility of each of the Boards to develop and deliver educational programs and to provide the necessary facilities and sites for these programs;
- D. It is the responsibility of the Municipality to plan, develop, operate and maintain park and recreational land, and facilities for recreational purposes, and to organize and administer public recreational programs;
- E. The *Municipal Government Act* allows the Municipality to obtain municipal reserve (MR), school reserve (SR) or municipal and school reserve (MSR) as lands within the Municipality are subdivided to meet the open space and site needs of the Municipality and Boards;
- F. The *Municipal Government Act* provides that a subdivision authority may require as a condition of subdivision approval that the owner of a parcel of land that is being subdivided provide Municipal Reserve land 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;
- G. The *Municipal Government Act* provides that where reserve land is required to be provided the subdivision authority must specify the amount, type and location of reserve land and allocate the reserve land between the Municipality and Boards either in accordance with an agreement between the Municipality and the Boards or, in the absence of an agreement, in accordance with the needs of the Municipality and Boards as those needs are determined by the subdivision authority;
- H. The Parties prefer to establish among themselves how their respective needs for and interests in reserve land will be determined, rather than each Party having to make submissions to the Municipality's subdivision authority at the time of each application for subdivision of land, in respect of dedication of reserve land to them;
- I. The Municipality and the Boards agree to enter into this Agreement in recognition of their mutual commitment to maximize the potential of the joint use of facilities, municipal reserve, school reserve, and municipal and school reserve lands in the Municipality of Morinville; and
- J. The Parties wish to create clarity, transparency, and consistency with respect to their agreed process for discussing, and where applicable implementing, methodologies for carrying out:
 - a) planning, development and use of School Sites on reserve land;
 - b) transfers of reserve land under the *Municipal Government Act*;
 - c) disposal of School Sites;
 - d) servicing of School Sites; and
 - e) the use of School Facilities and Municipal Facilities including matters related to maintenance, payment of fees and other liabilities associated with such facilities,

NOW THEREFORE IN CONSIDERATION of the mutual premises set out herein, the Parties agree as follows:

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*, RSA 2000, c. A-43, and any regulations made thereunder as amended or replaced from time to time.
- c) "Area Structure Plan" means a statutory plan adopted by the Municipality as per Division 4 of Part 17 of the *Municipal Government Act* and includes area redevelopment plans, municipal development plans and any other statutory plans as defined in that legislation.
- d) "Boards" means The Greater St. Albert Roman Catholic Separate School Division and Sturgeon Public School Division, collectively or individually as the context so requires.
- 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) "Community Use" means use by members of the general public and not a User Group.
- h) "Conceptual Scheme" means any conceptual scheme, outline plan, or other similar planning document adopted by the Municipality from time to time other than an Area Structure Plan.
- i) "Council" means the municipal council of the Municipality.
- j) "*Education Act*" means the *Education Act*, SA 2012, c. E-0.3, and any regulations made thereunder as amended or replaced from time to time.
- k) "Effective Date" means XXX, 2025.
- l) "Facility Operational Guidelines" means the guidelines for use of a facility as adopted by the Parties to efficiently operate the facilities from time to time or, in the absence of such guidelines having been adopted by the Parties, best practices for the operation of comparable facilities.
- m) "Facility Booking Office" means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality.
- n) "Facilities Coordinator" means an administrative staff person employed or contracted by the Boards responsible for coordinating the booking of Joint Use Space provided by the applicable Board or their designate.
- o) "Force Majeure Event" means 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 or the King's enemies.
- p) "General Manager, Community and Infrastructure Services" means the general manager of the community services and infrastructure services departments of the Municipality.
- q) "Information Access and Privacy Legislation" means the *Access to Information Act and Protection of Privacy Act* and any regulations made thereunder as amended or replaced from time to time.
- r) "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.
- s) "Manager, Community Services" means the manager of the community services department of the Municipality.
- t) "Maintenance" means the process of keeping property in good condition through regular checks, repairs, and updates, including any actions taken to prevent breakdowns, ensure proper functioning, and extend the lifespan of an object, system, or structure.
- u) "Municipal and School Reserve" means the land designated as Municipal and School Reserve, as defined by the *Municipal Government Act*.
- v) "Municipality" means the municipal corporation of the Town of Morinville, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- w) "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".
- x) "*Municipal Government Act*" means the *Municipal Government Act*, RSA 2000, c-M-26, and any regulations made thereunder as amended or replaced from time to time.
- y) "Municipal Reserve" means the land designated as Municipal Reserve, as defined by the *Municipal Government Act*.
- z) "Operational Days" means a day established by the Boards on the approved school calendars, for the instruction of students for that year. Operational days include any day

staff are required to be on-site delivering curriculum, preparing materials or collaborating with other staff. All Statutory holidays as well as spring, summer, fall and Christmas breaks as listed on the approved school calendars are not considered Operational Days unless preapproved by the Boards.

- aa) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- bb) "Playfield" means a designated outdoor playing area designed for recreation or various sports and includes rectangular turf fields and ball diamonds.
- cc) "Province" means the Provincial Crown, or His Majesty in Right of Alberta, as represented by the appropriate minister, or, where the context so requires, the area contained within the Province.
- dd) "Reserve Land" means lands that are acquired as the dedication of Municipal Reserve, School Reserve, or Municipal and School Reserve, in accordance with the *Municipal Government Act*.
- ee) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board, including those Schools listed in Schedules "B" and "C".
- ff) "School Building Site" means all lands to be used immediately or in the future for the erection or placement of a school building or buildings (including ancillary buildings) and their operation and administration, together with those lands required for parking areas, walkways, driveways, fire lanes and other means of access.
- gg) "School Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by a Board and includes those facilities identified in Schedules "B" and "C".
- hh) "School Reserve" means land designated as School Reserve, as defined by the *Municipal Government Act*.
- ii) "School Site" means the School Building Site along with the Joint Use Space.
 - 1.1.1.1. "Special Use" means any booking that does not fall under the regular use identified under this agreement.
 - 1.1.1.2. "Sport Academies" means a curriculum-based program provided by a Board offered during school hours focusing on human athletic and sport performance training to further develop students.
- jj) "Superintendent" means the chief executive officer of each of the Boards.
- kk) "User Group" means any school or community group that fits within the eligibility criteria set out in herein and which books the use of Joint Use Space in accordance with this Agreement.

2) SCHEDULES

- a) The following is a list of schedules to this Agreement which are incorporated into and form part of this Agreement:

Schedule "A" – Municipality of Morinville Facilities Available for Joint Use

Schedule "B" – The Greater St. Albert Roman Catholic Separate School Division School Facilities Available for Joint Use

Schedule "C" – The Sturgeon Public School Division School Facilities Available for Joint Use

Schedule "D" – Annual Bookings of Municipal Facilities by Schools

Schedule "E" – Annual Outdoor Site Maintenance of Board and Municipal Shared Facilities

Schedule "F" – Exception for Annual Outdoor Site Maintenance of Board and Municipal Shared Facilities

Schedule "G" – Bi-Annual Joint Use Meeting

Schedule "H" – Dispute Resolution Process

Schedule "I" – The Greater St. Albert Roman Catholic Separate School Division and The Sturgeon Public School Division Property Line Area Maps

Schedule "J" – Snow Removal and Grass Cutting School Site Maps of Board and Municipal Shared Facilities

PART A – JOINT USE

3) OPERATING GUIDELINES FOR JOINT USE SPACE

- a) The Municipality will make the Municipal Facilities outlined in Schedule "A" available to the Boards for school use during the hours specified in Schedule "A" at those times when such facilities are not in use for regular community programs, revenue producing functions or planned Maintenance. This shall include use of the Municipal Facilities by Sport Academies.
- b) Each of the Boards will make their respective School Facilities outlined in Schedules "B" or "C" available to the Municipality for community recreation and cultural activities during those hours specified in Schedules "B" and "C" at those times when such facilities are not in use for school activities, revenue producing functions or planned Maintenance.
- c) The Parties shall not allow Joint Use Space to be used pursuant to this Agreement unless such use complies with the applicable Facility Operational Guidelines in effect from time to time.

- d) The Municipality 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.
- e) The Boards may, upon six (6) months' written notice to the Municipality and the other Board, amend Schedule "B" or "C" as applicable to either add to or remove from the list of Joint Use Space provided by the Board all or any portion of a School Facility.
- f) Newly developed Joint Use Spaces shall be automatically added to the list of Joint Use Space in the applicable schedule without requiring amendment of this Agreement, with availability hours as determined by the owner of the facility acting reasonably, one (1) full operational year after development is complete, unless the applicable Party gives six (6) months' notice to remove such facility from the schedule in accordance with sections 3(d), (e) and (g) of this Agreement.
- g) Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Space available shall include a written explanation as to why the specific Joint Use Space will no longer be available for use. The Parties agree that any of the Parties may share the written explanation with the public, at the discretion of the disclosing Party.
- h) Notwithstanding any other provision in this Agreement, the principal of a school or the manager of a Municipal Facility shall be able to determine if a particular use or User Group will be allowed to occur or use facilities in their school or facility.
- i) Appeals from a refusal by a principal or manager to allow a particular use within their school or facility may be made:
 - i) in the case of a refusal for use of a School Facility, to the Facilities Coordinator; and
 - ii) in the case of a refusal for use of a Municipal Facility, first to the Municipality's Manager, Community Services and thereafter to the General Manager, Community and Infrastructure Services.
- j) Notwithstanding any other provision in this Agreement, the Parties may remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, on notice to the other Parties if such facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.
- k) The regular repair and Maintenance of any Joint Use Space and its operational cost is the sole responsibility of the owner of the Joint Use Space with the exception of the shared Maintenance of School Facilities and Municipal Facilities as outlined in Schedule "E" or as otherwise specified herein.

4) OTHER FACILITIES AND FIELDS

- a) Any facilities or equipment of any Party not identified under Schedules “A”, “B” or “C” of this Agreement may be made available for use by other Parties on a case-by-case basis with a separate signed agreement.
- b) This Agreement does not apply to the Meadows Ball Diamonds facility of The Greater St. Albert Roman Catholic Separate School Division. The separate agreement respecting such facility between the Municipality and that Board shall continue to apply unless and until those Parties agree otherwise.

5) USER GROUP ELIGIBILITY

- a) To be eligible to use a Joint Use Space in a School Facility, a User Group must be:
 - i) A community youth group, community not for profit group, cultural and recreational organization, minor sports organization, or other similar group organized by community organizations or the Municipality’s community services department;
 - ii) Engaged in activities that are recreational, cultural, educational or curriculum-based in nature; and
 - iii) Undertake, in writing, to have their members and participants uphold the Board’s rules and regulations and any rules imposed by the School.
- b) Boards are not included in this Agreement as User Groups when scheduling meeting space for the Boards at Municipal Facilities. Boards may still schedule meeting space at Municipal Facilities in accordance with the Municipality’s general booking requirements and will be charged fees as per the Municipality’s Fees and Charges Bylaw from time to time.
- c) A User Group may be barred from using Joint Use Space if:
 - i) The group has failed to pay fees related to the group’s prior use of any Joint Use Space;
 - ii) The group has failed to provide the required insurance;
 - iii) The group has failed to pay for damages which occurred as a result of the group’s prior use of any Joint Use Space;
 - iv) 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 barring Party, 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.

6) FACILITY AVAILABILITY

- a) Each Party will notify the others of any times and dates when their respective Joint Use Facilities will be unavailable for use pursuant to this Agreement by May 31 for the upcoming school year.
- b) The Boards will notify the Municipality of all the bookings of Municipal Facilities by May 31 for the upcoming school year, including the specified dates for those bookings identified in Schedule "D". The Parties will follow the Municipality's administrative booking procedures to assist with such bookings.
- c) The Boards' Joint Use Spaces will be available on the days and times specified in Schedules "B" and "C" unless such Joint Use Spaces are otherwise unavailable as set forth in this Agreement.
- d) The Boards' Joint Use Spaces may be made available outside of the times specified in Schedules "B" and "C" with the specific approval of the applicable Board.
- e) The Boards' use of Municipal Facilities pursuant to this Agreement may take place Monday through Friday between September and June inclusively during the times specified in Schedule "A" unless such Joint Use Spaces are otherwise unavailable as set forth in this Agreement.
- f) Municipal Facilities may be made available outside of the times specified above and in Schedule "A" with the specific approval of the Municipality.
- g) In the event of an emergency or unexpected circumstance or long-term closure, existing bookings of Joint Use Spaces may be cancelled or altered. In such events, the Parties will make reasonable efforts to accommodate the event in an alternate Joint Use Space.
- h) The Parties acknowledge and agree that the Joint Use Spaces will be, from time to time, unavailable due to becoming polling stations for elections.

7) BOOKING JOINT USE SPACE

- a) Booking School use of Municipal Facilities identified as Joint Use Space shall be made through the Municipality's Facility Booking Office.
- b) Booking the use of Joint Use Space within Schools by User Groups shall be made through the Municipality's Facility Booking Office.
- c) The Municipality shall require all User Groups to complete a rental request and then complete a rental agreement, in the form specified by the Municipality, to the Municipality's satisfaction.
- d) The Municipality shall provide viewer access to the calendar in the current booking software to the Boards for all municipal bookings of school Joint Use Spaces.
- e) The Municipality shall provide and pay for staffing associated with weekend Municipal use of School Facilities under this Agreement. Such staffing shall be

sufficient to ensure that User Groups are adequately supervised to ensure safety and prevention of damage and are in compliance with this Agreement. The Boards shall supply the Municipality with keys/badges/FOBs and related security clearance for access of School Facilities for the purposes of this Agreement.

- f) If the Municipality provides access to School Facilities, the Municipality shall ensure such School Facilities are opened, closed and secured.
- g) For clarification, booking the use of Municipal Facilities pursuant to this Agreement is in addition to and separate and apart from, the provision of twelve (12) days of use per calendar year, that the Morinville Community and Cultural Centre can be booked by The Greater St. Albert Roman Catholic Separate School Division as per the “Land Exchange Agreement (2018)” and “Facility License Agreement (2018)”, which agreements shall continue to apply, and are not amended or terminated by this Agreement.

8) CANCELLATION OF BOOKINGS

- a) Either Board may cancel the booking of that Board’s Joint Use Space. In the event of such cancellation, the Board shall provide as much prior notice as possible to the Municipality. The Municipality shall notify the scheduled User Group of such cancellation.
- b) The Municipality shall include provisions for cancellation in the rental agreement with the User Group. The Municipality shall ensure that such rental agreement allows for cancellations by the Boards as contemplated in this Agreement.
- c) The Municipality may cancel the booking of the Municipality’s Joint Use Space. The Municipality shall notify the scheduled User Group of such cancellation.

9) FEES FOR JOINT USE SPACE

- a) The Municipality may establish and collect fees from time to time pertaining to the use of Joint Use Spaces, which are in addition to any other amounts payable for damage or destruction of Joint Use Spaces. Such fees may include:
 - i) The use of any included specialized equipment;
 - ii) Set-up;
 - iii) The provision of all staff including specially trained or technical staff (ex. theatre technicians, fitness instructors), supervisory staff and hosts necessary for the use of the Joint Use Space;
 - iv) Any additional custodial services related to the use of the Joint Use Space; and
 - v) Surcharges for use of the Joint Use Space outside of the specified joint use hours.

10) EQUIPMENT

- a) No equipment, furnishings or other items are included for use by a User Group pursuant to this Agreement unless otherwise stated in Schedule “A”, “B” or “C” or otherwise expressly agreed by the applicable Parties.

11) CUSTODIAL RESPONSIBILITY AND BUILDING/FACILITY MAINTENANCE RESPONSIBILITY

- a) The Boards shall be responsible for custodial services for any Joint Use Space they own. This includes designated entrances, hallways and other associated areas necessarily used to access such Joint Use Space.
- b) The Municipality shall be responsible for custodial services for any Joint Use Space it owns. This includes designated entrances, hallways and other associated areas necessarily used to access such Joint Use Space.
- c) All Parties shall ensure that Joint Use Spaces are maintained in a reasonable manner having regard to the nature of the facilities and their general intended use. If the Municipality schedules any User Groups which require any additional custodial services beyond such standard, the Municipality shall obtain the prior consent of the applicable Board and the Municipality shall be responsible for arranging such additional custodial services at the Municipality’s expense.

12) DAMAGES TO JOINT USE SPACE

- a) The Parties agree that Joint Use Spaces shall be left in the same or better condition following use, subject only to reasonable wear and tear, and:
 - i) In the event that a User Group using a Board’s Joint Use Space pursuant to this Agreement fails to leave the space in such condition, the Municipality shall restore the Joint Use Space to such condition, including any additional custodial services and repairing any damage, or shall reimburse the applicable Board for the cost of such work, at the option of the Board; and
 - ii) In the event that a School using a Municipal Joint Use Space pursuant to this Agreement fails to leave the space in such condition, the applicable Board shall reimburse the Municipality for the cost of restoring the Joint Use Space to such condition, including any additional custodial services and repairing any damage.

13) INSURANCE AND INDEMNIFICATION

- a) Throughout the term of this Agreement, each Party shall carry:
 - i) Comprehensive general liability insurance on an occurrence form in an amount of not less than five million dollars (\$5,000,000.00), which shall include:
 - 1) Bodily injury property damage;
 - 2) Contingent employer’s liability; and

- 3) A term listing the other Parties as additional insureds, a severability of interests clause, a cross-liability clause, and an undertaking by the insurer to notify the other parties of any cancellation of the insurance;
- ii) All risk property insurance in an amount sufficient to cover the replacement of that Party's Joint Use Facilities; and
- iii) Any other form of insurance as any Party may reasonably require from time to time in form, amounts and for insurance risks against which a prudent party under similar circumstances would insure.
- b) All insurance to be carried pursuant to this Agreement shall be held with an insurer legally entitled to provide insurance coverage within the Province of Alberta.
- c) At any time when requested by any of the other Parties during the term of this Agreement, each Party shall provide the others with proof of insurance required by this Agreement.
- d) The Municipality shall require all User Groups to carry insurance as follows prior to using any Joint Use Spaces:
 - i) General Liability Insurance naming the Municipality or the Board in whose building or on whose land they are conducting their activities as additional insureds, with minimum coverages of:
 - 1) Five million dollars (\$5,000,000.00) for Joint Use Spaces owned by the Boards; and
 - 2) Five million dollars (\$5,000,000.00) for Joint Use Spaces owned by the Municipality.
- e) The Municipality shall ensure that all User Groups accept that they are using the Joint Use Spaces at their own risk.
- f) The Municipality is responsible for determining whether any Joint Use Spaces owned by the Boards are suitable for the intended purpose at the time of booking. The Boards make no representations or warranties respecting their Joint Use Spaces or their suitability for any purpose.
- g) The Municipality shall indemnify and hold harmless the Boards and their employees, elected officials, officers, directors, volunteers, agents and contractors from and against any claims or damages arising from the use of any of the School Facilities by any User Groups, including any claims or damages arising from such use for personal injury, illness (including death) and property damage.
- h) The Boards shall indemnify and hold harmless the Municipality and the Municipality's employees, elected officials, officers, directors, volunteers, agents and contractors from and against any claims or damages arising from the use of any of the Municipal

Facilities by the School, including any claims or damages arising from such use for personal injury, illness (including death) and property damage.

- i) The Municipality shall not allow, bring or permit to be brought any hazardous substance (as defined in any applicable environmental legislation) into any School Facilities except with the applicable Board's prior written consent, such consent to be in that Board's sole discretion. Regardless of such consent, the Municipality shall be solely responsible for any hazardous substances brought or allowed into any School Facilities while carrying out activities pursuant to this Agreement and shall indemnify and hold harmless the applicable Board from and against any and all penalties, remediation costs, losses, damages, claims, actions or causes of action in respect of such hazardous substance.
- j) The Boards shall not allow, bring or permit to be brought any hazardous substance (as defined in any applicable environmental legislation) into any Municipal Facilities except with the applicable Municipality's prior written consent, such consent to be in that Municipality's sole discretion. Regardless of such consent, the Boards shall be solely responsible for any hazardous substances brought or allowed into any Municipal Facilities while carrying out activities pursuant to this Agreement and shall indemnify and hold harmless the Municipality from and against any and all penalties, remediation costs, losses, damages, claims, actions or causes of action in respect of such hazardous substance.

14) ANNUAL SITE MAINTENANCE OF SHARED FACILITIES

- a) The Parties agree to carry out the Maintenance specified in Schedules "E" and "F" of this Agreement.

15) PLAYING FIELDS AND PLAYGROUNDS

- a) The Municipality shall carry out all required Maintenance of any Playfields on lands owned by the Municipality.
- b) The Maintenance of Playfields owned by the Boards shall be in accordance with Schedules "E" and "F" of this Agreement.
- c) The Parties agree to take reasonable steps to ensure that field markings in Playfields are in place at the commencement of the spring/summer season.
- d) Each Party shall perform regular assessments of Playfield conditions to determine short term and long term maintenance requirements.
- e) If a Party intends to refurbish (aerate, top dress and over seed) a Playfield or re-develop (stripping and grading and/or the complete replacement of the topsoil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields) a Playfield, it shall give reasonable notice to the others. The Parties acknowledge that refurbishment of a Playfield is generally anticipated to result in that Playfield being

unavailable for use for one (1) year and that redevelopment of a Playfield is generally anticipated to be unavailable for use for two (2) years.

- f) Regardless of the source of funding or the installation of playground equipment or other improvements on a Playfield, the Party on whose land the Playfield is located shall at all times have the right to remove such improvements with or without replacing them, in that Party's sole discretion.
- g) Any Party may close Playfields at any time for reasons pertaining to weather, safety, and emergency maintenance requirements.

PART B – SCHOOL RESERVE PLANNING & ALLOCATION

16) MUNICIPALITY AND BOARD MEETINGS

- a) Unless the Parties agree that it is not necessary, the Parties shall meet at least annually to discuss issues of mutual concern including, but not limited to, updated contact information, upcoming planning areas where new School Sites may be contemplated and future School needs, and shall further meet bi-annually in accordance with Schedule "G".
- b) Meetings may be called ad-hoc by any Party to discuss specific items of interest as required.

17) DEMOGRAPHIC PROJECTION AND ENROLMENT STATISTICS

- a) The Boards shall provide enrolment statistics to the Municipality annually, both per School and for the total division, after the Alberta Education September student account is finalized.
- b) The Municipality shall provide the Boards any updated land absorption and population projections at least two (2) weeks prior to the annual meeting of the Parties.

18) AREA STRUCTURE PLANS AND OTHER PLANNING DOCUMENTS

- a) All proposed School Sites shall be identified in consultation with the Boards and shall be identified within Area Structure Plans adopted by the Municipality but shall not be pre-allocated to any one Board.
- b) Prior to the Municipality approving any Area Structure Plan, the Municipality shall consult with the Boards. If the Area Structure Plan is proposed by a developer, the Municipality shall facilitate discussions between the Boards and the developer to address planning for future School Sites within these lands. Provided that nothing in this Agreement is intended to constrain or limit the Municipality's discretion to pass resolutions relating to any Area Structure Plan or similar planning documents.
- c) Prior to the Municipality amending its Municipal Development Plan or any Area Structure Plan that includes a planned School Site, the Municipality shall consult with the Boards. If a developer is proposing such an amendment, the Municipality shall

facilitate a meeting between the developer and the Boards. Provided that nothing in this Agreement is intended to constrain or limit the Municipality's discretion to pass resolutions relating to any Area Structure Plan or similar planning documents.

- d) The Parties acknowledge and agree that while an Area Structure Plan may change from time to time in accordance with the discretion of the Municipality's Council:
 - i) there shall be no changes to the location or footprint of a proposed School Site without first consulting with the Boards;
 - ii) reserve land identified for transfer to a Board based on future expansion of the School is based on the ultimate design capacity of the School;
 - iii) the Boards shall be notified of any additional amendments to the land use concept that could reasonably affect school enrollment or capacity;
 - iv) the Boards will be given at least twenty-one (21) days to respond to any notice of any changes to an Area Structure Plan and the Municipality shall grant reasonable requests for extensions of this time period if such requests are made before the expiry of the initial twenty-one (21) day period; and
 - v) without restricting the other remedies available to the Boards at law, the Boards may challenge the decision of the Municipality regarding the allocation of Land Acquired as Reserves to School Sites through the dispute resolution process set out in Schedule "H" of this Agreement.
- e) To support adequate provision of School Sites, the Municipality shall circulate to the Boards all applications for:
 - i) Area Structure Plans, Conceptual Schemes, and amendments thereto which have a residential land use component; and
 - ii) All subdivision applications for lands not subject to an Area Structure Plans (excluding the Municipal Development Plan) or Conceptual Schemes.

19) COMMITMENT OF LAND FOR SCHOOL SITES

- a) When a Board is anticipating a new School Site, the Municipality will endeavor to assist the Board in its application for funding by committing by way of a letter of commitment or other formats as required by the Province to provide a fully serviced School Site should funding be granted. Should the Province require any letter of commitment from the owner or developer of the land containing the new School Site, the Municipality shall assist the Board in obtaining such letter.
- b) Nothing in this Agreement precludes the Municipality from committing to both Boards, within their respective applications for funding, to provide the same serviced School Site. In such a case, where possible, in each application the Municipality would commit to provide multiple serviced School Sites and the Province, or its designate,

shall be responsible for choosing the successful School Site for each proposal at the time funding is approved.

- c) If a Board's application for funding is successful, the School Site as assigned will be allocated to the selected Board for future construction. If any other applications for funding are currently in place by the other Board for the same School Site and have not been determined at the time of such approval, unless otherwise agreed by the Parties or directed by the Province of Alberta, such applications shall be deemed withdrawn.
- d) If a Board's application for funding is not successful, the site shall remain identified as a future School Site but is no longer committed for servicing by the Municipality in conjunction with the proposed project. The Parties may agree, subject to approval of their respective Council or Board of Trustees, to include the unfunded project in their respective future capital plans. However, in doing so, at no time shall the Parties be deemed to pre-allocate a School Site contrary to this Agreement.
- e) If both Boards' applications for funding are granted concurrently and the Province does not designate the School Site between the respective Boards, a meeting shall be called between the Parties for the purposes of finalizing School Site allocations to ensure separate sites are committed for development. If the Parties do not agree on the designation of School Sites, such dispute shall be resolved using the dispute resolution procedure set out in Schedule "H".
- f) If a Board is committed funding by the Province, it shall promptly notify the other Parties of the same.

20) LAND ACQUIRED AS RESERVES

- a) Except as otherwise herein provided the title to land acquired as reserves shall initially be vested in the Municipality as Municipal Reserve.
- b) The Municipality shall transfer any land acquired as reserves to the Board for the consideration of One Dollar (\$1.00) when funding is committed by the Province for the construction of a School on that site. The School Building Site shall be designated as School Reserve upon registration of the transfer at the Alberta Land Titles office.
- c) If funding has been committed by the Province for the planning and or design/construction of a School at a School Building Site at the time of subdivision of the land acquired as reserve, the School Building Site shall be transferred to the Board as soon as it is serviced as set out herein.
- d) The Municipality shall service or cause the School Building Site to be serviced to the property line prior to transfer to the applicable Board. Such servicing shall consist of power, water, storm sewer, sanitary sewer, and telecommunications, excluding supernet, with reasonable capacities to service the intended School, with the exact location as determined by the Parties acting reasonably. The Municipality shall

provide such servicing within reasonable timelines to meet any timelines imposed by the Province of Alberta.

- e) The Municipality shall be responsible for all costs associated with the subdivision of the Reserve Lands and associated registration at the Alberta Land Titles Office to have the School Building Site transferred to the Board as School Reserve.

21) JOINT PLANNING AND SCHOOL SITE REQUIREMENTS

- a) When reviewing a proposed Area Structure Plan or Conceptual Scheme, or an amendment thereto, and bearing in mind provincial requirements, the Municipality shall consider that the land for a proposed School Site shall have:
 - i) sufficient area for effective use as a School Building Site;
 - ii) site frontage onto two collector roads for ease of access and traffic circulation, including consideration of the ability to separate school bus and parent drop-off zones;
 - iii) limited exposure to potentially harmful utility infrastructure, such as active well sites, pipelines, substations and other potential hazards to students, staff and other community users of school facilities;
 - iv) appropriate proximity to existing schools and residential areas needing school service, including consideration for the site's location related to existing and future Board bus routes;
 - v) services available in the area to be provided pursuant to this Agreement;
 - vi) the ability for the Parties to work together on dual school sites and/or indoor or site enhancements; and
 - vii) such considerations as the Municipality reasonably deems pertinent to the application.
- b) To ensure that the School Site has limited exposure to potential hazards as set out above, when reviewing a proposed Area Structure Plan or Conceptual Scheme, or an amendment thereto, creating or affecting a School Site, the Municipality shall have prepared or cause any developer applicant to prepare a risk assessment pertaining to any significant utility infrastructure or other hazards in proximity to the site, which document shall be provided to the Board and shall be considered by the Municipality in considering the proposed Area Structure Plan or Conceptual Scheme, or an amendment thereto.
- c) The Municipality and the applicable Board or Boards shall consult with each other on the site design of the School, the School Building Site, Joint Use Space and community facilities located on Joint Use Space.

- d) The Boards acknowledge that building and development permits may be required in respect of work on School Building Sites, subject to applicable bylaws of the Municipality.
- e) If land needed for a new School Site exceeds that which is to be provided in accordance with the *Municipal Government Act*, the Municipality shall be responsible for negotiating with landowners and entering into a separate agreement to purchase if required.

22) DISPOSITION OF LANDS AND IMPROVEMENTS

- a) Lands reserved hereunder for a School Building Site which are not developed shall be retained by the Municipality and used or disposed of subject to the provisions of the *Municipal Government Act*, the *Education Act*, all other relevant legislation, and all relevant regulations pertaining thereto, and the terms of this Agreement.
- b) Every five (5) years, the Municipality and Boards shall evaluate all undeveloped School Sites against the criteria for School Sites set forth above prior to the annual meeting of the Parties and should the Parties determine a site to be undevelopable as a School Site, the Boards' interest in the site shall be formally withdrawn by way of a formal written withdrawal issued to the Municipality by the Board no more than one hundred eighty (180) days following the annual meeting. The Boards shall be responsible for obtaining any formal confirmation required under regulation or ministerial order and shall forward a copy to the Municipality upon receipt, and the Boards' obligations pursuant to this section are conditional on such confirmation being granted.
- c) Reserve Lands reserved for a School Building Site which have been transferred to the Board but not developed and which are no longer required for Board purposes shall be transferred back to the Municipality for the consideration of one dollar (\$1.00), subject to the provisions of the *Municipal Government Act*, the *Education Act*, all other relevant legislation, and all relevant regulations pertaining thereto.
- d) When a School Building Site was developed by the Board on Reserve Lands, but it is no longer required for Board purposes, the Municipality shall be so notified in writing by the Board and shall have subject to the requirements of the *Education Act*, other relevant legislation, and all relevant regulations pertaining thereto, for a period of six (6) months after receipt of such notification, an option to purchase the dedicated lands and all improvements thereon at a purchase price determined as follows:
 - i) for the lands, excluding improvements, for the sum of one dollar (\$1.00); and
 - ii) for the improvements on the lands, at a value as determined by an independent qualified appraiser selected by mutual agreement by the Municipality and the applicable Board,

and the purchase price will be paid within 30 days, via a method of payment as agreed upon by the Parties, of the exercise of the option to purchase.

- e) If the Municipality does not exercise its option to purchase as set out above, the Municipality will work with the Board to dispose of the School Building Site in accordance with the *Municipal Government Act*, the *Education Act*, all other relevant legislation, and all relevant regulations pertaining thereto and the proceeds of the sale shall be divided in the following manner unless otherwise agreed between the Parties or directed by applicable legislation:
 - i) an independent qualified appraiser selected by mutual agreement by the Municipality and the applicable Board will be asked to assign a value to the land and a separate value for the improvements on the lands; and
 - ii) the Municipality will receive a payment equal to the percentage of the net sale proceeds attributed to the land value and the Board will receive a payment equal to the percentage of the net sale proceeds attributed to the improvements.
- f) Notwithstanding any provision of this Agreement to the contrary, the Boards shall be entitled to the entire proceeds of disposition of lands purchased, other than Reserve Land, by the Boards within the Municipality for a School Building Site.

PART C – GENERAL

23) TERM, REVIEW AND AMENDMENT OF 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 amended by the Parties.
- b) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.
- c) The terms and conditions of this agreement shall be reviewed every five (5) years with the first such review scheduled in 2030 except as follows:
 - i) The Parties agree to meet annually to discuss administration of Municipal Facilities and School Facilities and to further discuss more effective facility use in accordance with Schedule “G.”

24) WITHDRAWAL, REVIEW 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 part 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. If such consensus is not reached, the dispute resolution provisions set forth in Schedule 'H' shall apply.
- 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.

25) DISPUTE RESOLUTION

- a) Any disputes or disagreements arising out of this Agreement shall be dealt with in accordance with the dispute resolution process outlined in Schedule "H".

26) APPLICABLE LAWS

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

27) INFORMATION ACCESS AND PRIVACY LEGISLATION

- a) The Parties agree to comply with the requirements of *Access to Information Act and Protection of Privacy Act* insofar as it applies to the operations, records and personal information each Party has access to, collects, or uses in performing their respective rights and obligations under this Agreement.
- b) The Parties acknowledge that information and records maintained or submitted by the other party may be subject to the protection and access provisions of the *Access to Information and Protection of Privacy Acts* and regulations.

28) 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.

29) 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 are 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.
- b) If the date for doing anything pursuant to this Agreement falls on a weekend or holiday, the date shall be delayed to the next business day thereafter.

30) 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.

31) 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. The 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.

32) 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 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.

33) FORCE MAJEURE

- a) 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 a Force Majeure Event.

34) NON-ASSIGNMENT OR 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.

35) 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.

36) NOTICES

- a) All and any required written notices in the performance and implementation of this Agreement shall be directed to the Parties to the attention of the Municipality's CAO or the Boards' Superintendents, as applicable, using the registered mail or email to the addresses as shown below:

THE TOWN OF MORINVILLE

10125 100 Ave, Morinville, AB T8R 1L6

Email: _____

THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

6 St Vital Ave, St. Albert, AB T8N 1K2

Email: _____

THE STURGEON PUBLIC SCHOOL DIVISION

9820 104 St, Morinville, AB T8R 1L8

Email: _____

- b) Notices provided by registered mail shall be deemed received seven (7) days after posting and notices provided by email shall be deemed received the next business day after they are sent.
- c) The Parties may change the addresses for service from time to time on notice to the other Parties.

IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories as of the date first above written:

THE TOWN OF MORINVILLE

Per: _____

Per: _____(c/s)

**THE GREATER ST. ALBERT ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION**

Per: _____

Per: _____(c/s)

THE STURGEON PUBLIC SCHOOL DIVISION

Per: _____

Per: _____(c/s)

Schedule "A" – Municipality of Morinville Facilities Available for Joint Use

Board use of Municipal owned facilities is permitted during school hours Monday - Friday from 8:00 a.m. - 4:15 p.m.			
Name of Facility	Legal Description of Parcel(s) Containing Facility	Availability	Description of Facility and Amenities
Morinville Leisure Centre (MLC)	Lot 3A, Block 21, Plan 1821145	Sept 1 to June 30	<p>Arena</p> <ul style="list-style-type: none"> • 1 ice/dry surface • Hockey Nets • Score Clock • Sound system • Dressing Rooms <p>Fieldhouse Courts</p> <ul style="list-style-type: none"> • Courts for basketball, volleyball, soccer, badminton • Score Clocks with prior approval • Nets and hoops • Standards • Dressing Rooms
Morinville Community Cultural Centre (MCCC)	Lot 3B, Block 21, Plan 1821145	Sept 1 to June 30	<p>Hall/ Theatre</p> <ul style="list-style-type: none"> • Tables & Chairs, Concession/Bar (no equipment included) • Dressing Rooms, • Up to 400 chairs maximum. • Tech time (Max seven (7) consecutive hours per day one (1) person), use of technical equipment

			<p>(under supervision of Venue Tech only)</p> <ul style="list-style-type: none"> • If retractable seating is requested, this is a minimum of a four (4) hour booking with current, applicable fees applied. <p>Commercial Kitchen</p> <ul style="list-style-type: none"> • Cooking appliances, Prep area, dishes, cutlery, freezer, cooler, Cleaning area <p>Meeting Room 1</p> <ul style="list-style-type: none"> • Chairs & Tables <p>Meeting Rooms 2-5</p> <ul style="list-style-type: none"> • Chairs, Tables, Projector & Screens
Skyline Ball Diamonds 1, 2, 3, 4	Lot C, Block, Plan 80202274	Sept 1 to Oct 15 May 1 to June 30 (weather permitting)	<ul style="list-style-type: none"> • Ball diamond with home plate and pitching plate <p>Covered Shelter</p> <ul style="list-style-type: none"> • Picnic Tables <p>Skyline Community Kitchen</p> <ul style="list-style-type: none"> • Upon availability

Any facility, space and equipment not identified under Schedule “A” of this agreement may be available on a case by case basis with a separate signed agreement.

An email confirmation will be provided for bookings within Joint Use hours. Bookings outside Joint Use hours or if monetary amount is applied during Joint Use hours, a rental agreement will be required.

One (1) venue technician will be provided at no additional cost for up to seven (7) consecutive hours. Any work exceeding seven (7) hours or requiring an additional venue technician will be charged according to the current approved Fees and Charges Bylaw rates.

Schedule “B” – The Greater St. Albert Roman Catholic Separate School Division Facilities Available for Joint Use

School buildings will be available Monday - Friday from 6:00 p.m. - 10:00 p.m. Exceptions are those dates and times when a school facility is deemed unavailable by the Facilities Coordinator. Saturday and Sunday use may be available, on a case-by-case basis, with preapproval by the Facilities Coordinator.		
Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
Morinville Community High School (MCHS)	Plan 1821145 Block 21 Lot 3A in the Municipality of Morinville	Gymnasium: <ul style="list-style-type: none"> • Nets, hoops, volleyball standards • All other equipment must be agreed in writing, including use of bleachers Classrooms <ul style="list-style-type: none"> • Desk and Chairs
École Georges H. Primeau Middle School	Plan 7823006 Block 30 Lot 48SR in the Municipality of Morinville	Gymnasium: <ul style="list-style-type: none"> • Nets, hoops, volleyball standards • All other equipment must be agreed in writing, including use of bleachers Classrooms <ul style="list-style-type: none"> • Desk and Chairs
École Notre Dame Elementary School	Plan 7620979 Block 17 Lot R1 in the Municipality of Morinville	Gymnasium: <ul style="list-style-type: none"> • Nets, hoops, volleyball standards • All other equipment must be agreed in writing • No Bleachers at site Classrooms <ul style="list-style-type: none"> • Desk and Chairs
St. Kateri Tekakwitha Academy	Plan 1821753 Block 1 Lot 6SR In the Municipality of Morinville	Gymnasium: <ul style="list-style-type: none"> • Nets, hoops, volleyball standards

		<ul style="list-style-type: none"> • All other equipment must be agreed in writing • No bleachers on site Classrooms <ul style="list-style-type: none"> • Desk and Chairs
<u>North and South Meadows Ball Diamonds (Leased to Municipality)</u> <u>Available Sept 1 to Oct 15</u> <u>May 1 to June 30 (weather permitting)</u>	<u>Lot 2B, Block A, Plan 1223401</u>	<ul style="list-style-type: none"> • Ball diamond with home plate and pitching plate

Unless specifically noted otherwise, Joint Use Space shall only include gymnasiums and regular classrooms. Library space, music rooms, drama rooms, technology rooms and other specialized classrooms shall not be included as Joint Use Space unless listed in the table above.

Schedule "C" – The Sturgeon Public School Division Facilities Available for Joint Use

<p>School buildings will be available Monday - Friday from 6:00 p.m. - 10:00 p.m. Exceptions are those dates and times when a school facility is deemed unavailable by the Facilities Coordinator. Saturday and Sunday use may be available, on a case-by-case basis, with preapproval by the Facilities Coordinator.</p>		
Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
Four Winds Public School	Plan 1723506 Block 27 Lot 2SR in the Municipality of Morinville	<p>Gymnasium:</p> <ul style="list-style-type: none"> • Nets, hoops, volleyball standards • All other equipment must be agreed in writing, including bleachers <p>Classrooms Loft Board, Document Camera, A/V System, Desk/Tables, Chairs</p> <p>Dance Hall</p> <ul style="list-style-type: none"> • Yoga Mats, Audio System <p>Gathering (Atrium)</p> <ul style="list-style-type: none"> • Portable Audio System
Morinville Public School	Plan 2916TR Block A Lot 2A in the Municipality of Morinville	<p>Gymnasium:</p> <ul style="list-style-type: none"> • Nets, hoops, volleyball standards • All other equipment must be agreed in writing, including bleachers <p>Classrooms</p> <ul style="list-style-type: none"> • Desk, tables, Loft Board <p>Outdoor Sports Field</p> <ul style="list-style-type: none"> • Soccer & Baseball
Sturgeon Public School Division Board Office	Plan 7921912 Block 4 Lot 11 in the Municipality of Morinville	<ul style="list-style-type: none"> • Tee Ball Diamond (available for Community Use)

Unless specifically noted otherwise, Joint Use Space shall only include gymnasiums and regular classrooms. Library space, music rooms, drama rooms, technology rooms and other specialized classrooms shall not be included as Joint Use Space unless listed in the table above.

Schedule "D" – Annual Bookings of Municipal Facilities by Schools

Greater St. Albert Catholic School Division

Event	Name of School	Facility Required	Month(s)	Approx. Time Required
MCHS Coffee House	Morinville Community High School (MCHS)	Morinville Community Cultural Centre	April	1 full weekday
MCHS Christmas Play	Morinville Community High School (MCHS)	Morinville Community Cultural Centre	December	5 full consecutive weekdays
MCHS Hockey Game	Morinville Community High School (MCHS)	Morinville Leisure Centre (MLC)	December	1 weekday afternoon
MCHS Music Recitals	Morinville Community High School (MCHS)	Morinville Community Cultural Centre	June and December	1 full weekday each
École Georges H. Primeau Music Recitals	École Georges H. Primeau Middle School	Morinville Community Cultural Centre	June and December	1 full weekday each
École Georges H. Primeau Christmas Concert	École Georges H. Primeau Middle School	Morinville Community Cultural Centre	December	1 full weekday
École Georges H. Primeau Spring Play	École Georges H. Primeau Middle School	Morinville Community Cultural Centre	April	3 full weekdays
École Notre Dame Christmas Concert	École Notre Dame Elementary School	Morinville Community Cultural Centre	December	1 full weekday
St. Kateri Tekakwitha Christmas Concert	St. Kateri Tekakwitha Academy	Morinville Community Cultural Centre	December	1 full weekday

Sturgeon Public School Division

Event	Name of School	Facility Required	Month(s)	Approx. Time Required
Four Winds Play	Four Winds Public School	Morinville Community Cultural Centre	May/June	5 full consecutive weekdays
Four Winds Christmas Concert	Four Winds Public School	Morinville Community Cultural Centre	December	1 full weekday
Morinville Public Christmas Concert	Morinville Public School	Morinville Community Cultural Centre	December	1 full weekday
Morinville Public Spring Concert	Morinville Public School	Morinville Community Cultural Centre	April	3 full weekdays

For the events named above, there will be no charge for bleacher set up, if required, and no charge for the room(s) bookings, regardless of the time booked. The dates for the above mentioned events must be submitted no later than May 31 of the current school year.

For all Christmas Concert bookings named in Schedule “D”, each school will have 1 full weekday (Morinville Community Cultural Centre Operational Hours 7 a.m. to 11 p.m.). Any additional weekday(s) outside Schedule “D”, current Fees and Charges will be applied for time that exceeds the Joint Use times of 8:00a.m. - 4:15p.m.

One (1) venue technician will be provided at no additional cost for up to seven (7) consecutive hours. Any work exceeding seven (7) hours or requiring an additional venue technician will be charged according to the current approved Fees and Charges Bylaw rates.

For events named above, there will be a facilities booking meeting with all Parties to determine dates and times no later than May 31 of the current school year for the subsequent school year.

Schedule “E” – Annual Outdoor Site Maintenance of Board and Municipal Shared Facilities

This table represents shared base level service and maintenance requirements of amenities/facilities on both Greater St. Albert Roman Catholic Separate School and Sturgeon Public School Boards Properties. The service/maintenance is performed by both the Municipality and Boards indicated in the table below. Where indicated, the Bi-Annual meetings will be arranged by the Municipality, the first meeting held in April and the second meeting held in September. These meetings will have representation from both Boards and the Municipality.

Amenities	Task Required	Details	Responsible Party
Outdoor garbage cans	Pick up weekly	July 1 – Aug 31 Collection from all receptacles as indicated on Schedule “I”	Municipality
	Pick up weekly	Sept 1 – June 30 Collection from all receptacles as indicated on Schedule “I”	Board
	Replacement/ maintenance of garbage receptacles	Replacement Program to be discussed at Bi-Annual meeting to allow for consistency in aesthetics, functionality and key control.	Municipality and Board
Soccer Pitches/ Baseball Diamonds	Grass cutting/ weed treatment	Weather permitting dependent on Community User Group bookings with the Municipality as indicated on Schedule “I” and “J”.	Municipality
	Turf Maintenance	Discussed at Bi-Annual meeting. Review pitch/ diamond boundaries. All parties would share updates for planning purposes for this space and develop a Joint Action Plan if needed for items of turf and equipment maintenance.	Municipality
	Goal Post Maintenance		Municipality
	Backstop Fence Maintenance		Municipality
	Pest Control		Municipality

	Standards and Nets	September 1 - June 30 – Board		Municipality and Board
Outdoor Basketball Standards	Replacement of Nets	July 1- August 31 – Municipality Monthly inspections required. Cost of replacement determined by time of inspection. Party replacing nets to bear the cost.		
	Replacement of Standards	As determined by Board. Annual inspection required in Spring.		Board
	Concrete/ Asphalt Repairs	As determined by Board. Annual inspection required in the Spring.		Board
Field Areas	Grass cutting	As per school site maps provide in Schedule “J”.		Municipality and Board
	Pest Control	As determined by the property Owner, and paid by the same.		Municipality and Board
Manicured Grassed Areas Surrounding Buildings	Grass cutting/ weed treatment	As per school site maps provide in Schedule “J”. Grassed areas surrounding the school cut and maintained by Boards. Cuts to occur bi-weekly and are weather dependent.		Board
Flower beds & garden	Watering	As required by Board practice		Board
	Weeding			
Playgrounds	Inspections	Monthly	Completed by CSA Certified staff	Board
		Annual	Arranged and booked by Municipality. Municipality to bill applicable Boards	Municipality

			for ½ of the inspection costs for their playgrounds. Reports to be shared with applicable Board.	
	Maintenance Repair	Repairs as per Board practice		Board
	Sand or Safety Surface	Replacement or top up as needed		Board
	Record Keeping of Inspections	Monthly Inspections		Board
		Annual Inspections– Shared with Board		Municipality
Parking Lots	Snow Removal and Sweeping	Property dependent as identified on map Schedule “J”		Board
	Line painting	As per Board practice		Board
	Potholes	As per Board practice		Board
Bus Lanes	Pull out lane on primary road	Completed by Municipality in accordance with snow by-laws on Operational days		Municipality
	Turn about or lane on school property	Completed in accordance with Board practices on Operational days EXCEPT at MCHS See Schedule “J” Exceptions		Board
Sidewalks	Snow Removal	Property dependent as identified on map Schedule “J” Completed on Operational Days		Board
	Maintenance and Repairs	Property dependent as identified on map Schedule “I” As per Municipality practice		Municipality

School Site Benches	Replacement and Repair	As per Board practice	Board
School Site Bike Racks	Replacement and Repair	As per Board practice	Board
Tree Maintenance	Trimming, Removal or Addition	Property dependent as identified on map Schedule "I" Written notification required by both Board and Municipality to each other.	Board and Municipality

Schedule “F” – Exception for Annual Outdoor Site Maintenance of Board and Municipal Shared Facilities

These items are to identify specialized areas, circumstances or equipment that are part of a specific school site. These items are to be addressed at the Bi-Annual meetings and where changes are required are to be addressed by the Municipality and Board Owner. Agreed upon Amendments are to be written by the Municipality and kept as supplemental to the Agreement until its review and then incorporated into the Joint Use and Planning Agreement.

Morinville Community High School

Maintenance Item	Reference	Details/ Task Required	Action By
Snow Removal And Parking Lot Sweeping	Schedule “J” Parking Lot “A” and “B”	Snow removal as determined by Board practices. Sweeping completed annual after all snow has melted.	Board
	Schedule “J” Parking Lot “C”	As determined by Municipality	Municipality
	Schedule “J” Bus Lane “D”	Snow removal as determined by Municipality	Municipality
		Sweeping completed annually after all snow has melted.	Board
Running Track	Schedule “I”	Regular Floating once per week, weather permitting. Occurs April to October	Municipality
		Line Painting occurs annually in May	Board
		Weed Control on the track surface, completed twice during	Board

		April to October season	
		Grass Cutting - all grassed space inside and outside of the track. Weather permitting dependent on Community User Group bookings.	Municipality
		Shale to be assessed annually and discussed at Bi-annual meeting.	Board
Long Jump Pits	Schedule "I"	All weed control, sand maintenance and equipment are to be checked annually as per Board practices.	Board
Beach Volleyball Court	Schedule "I"	All weed control, sand maintenance and equipment are to be checked annually as per Board practices.	Board

Schedule “G” – Bi-Annual Joint Use Meeting

1. The Bi-Annual Joint Use meeting will take place in May and October.
2. The attendees will be the administrative or operational representatives appointed by each of the Parties.
3. The meeting will be held at a mutually agreed upon location.
4. The agenda for the meeting shall be composed of the following:
 - a) Approval of minutes of previous meeting
 - b) Review Schedules A, B, C, D, E, and F of this Agreement as well as a review of the Reciprocal Use Administrative & Operational Procedures
 - c) New Business
 - d) Date and location for next bi-annual meeting
5. Minutes of the Bi-Annual Joint Use meeting will be emailed to all who attended.
6. The Municipality will be responsible for maintaining the records of the Bi-Annual Joint Use Meetings.
7. Any changes as a result of this meeting shall be addressed through an amending agreement to this Agreement and shall take effect upon execution of the amending agreement by all Parties.

Schedule “H” – Dispute Resolution Process

1) DISPUTES REGARDING OPERATIONAL ISSUES

- a) Any disputes regarding the scheduling of a specific use or User Group for use of a Joint Use Space shall be addressed as follows:
 - i) The administrative staff of the affected Parties shall attempt to resolve the dispute amongst themselves;
 - ii) If the administrative staff of the affected Parties are unable to resolve the dispute amongst themselves, the dispute shall be referred to the CAO of the Municipality and the Superintendent of the applicable Board in a timely manner;
 - iii) If the CAO and the Superintendent are unable to reach a resolution, the decision of the Party which owns the applicable Joint Use Space shall be final and binding.

2) ALL OTHER DISPUTES

- a) Any disputes aside from disputes regarding operational issues as identified in the preceding section shall be addressed as follows:

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 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.

Step 3: Mediation

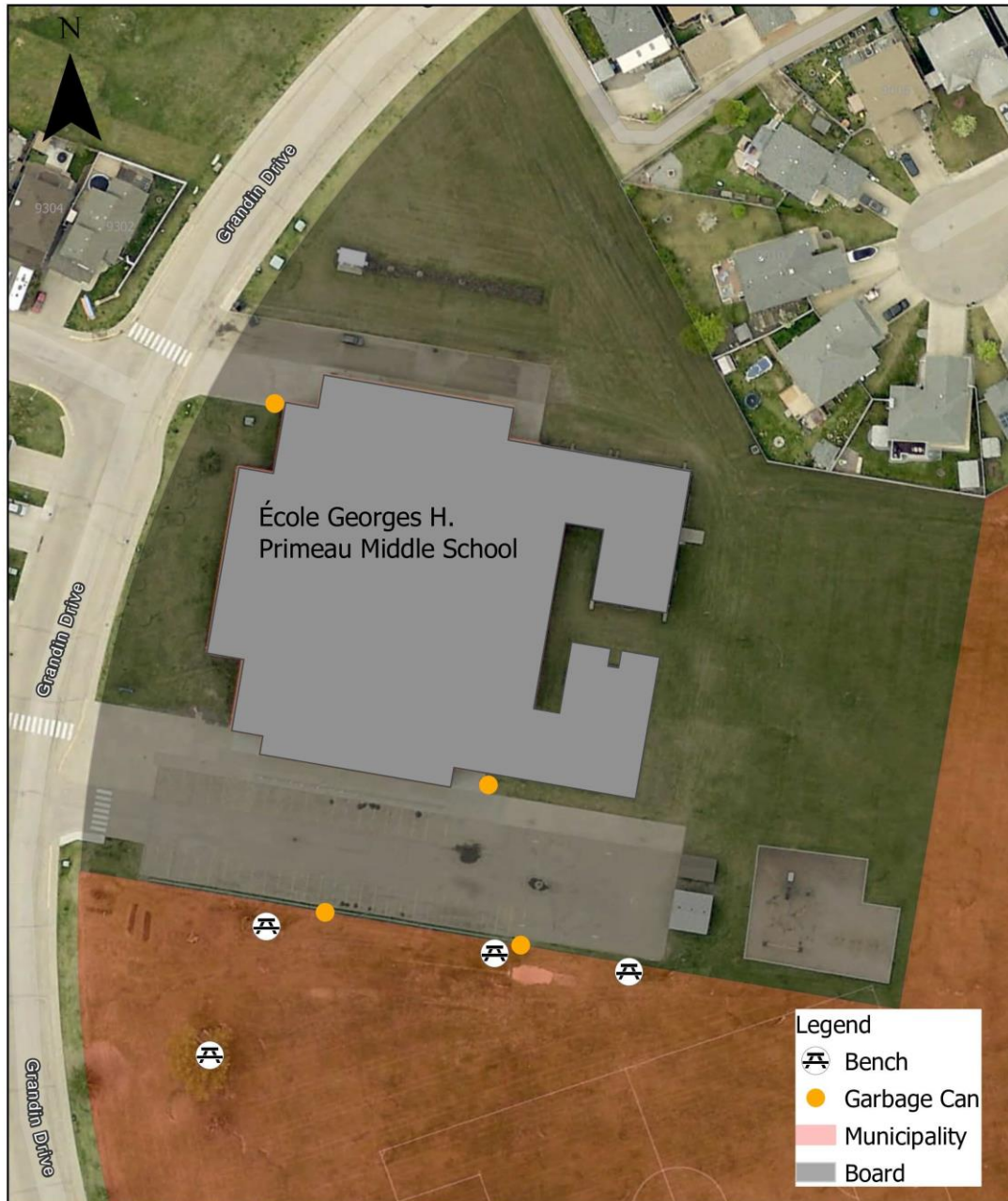
6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 Calendar Days of one Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party(ies) shall select one name from the short list and advise the other Party(ies) of their selection within 10 Calendar Days of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.
7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within 14 Calendar Days of the mediator's engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed ninety (90) Calendar Days from the date the mediator is engaged, without further written agreement of the parties.
9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
11. If after ninety (90) Calendar Days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

Step 4: Arbitration

12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration using a single arbitrator within 30 Calendar Days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
 13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 Calendar Days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of King's Bench.
 14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.
 15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.
 16. The decision of the arbitrator shall be final and binding on the Parties.
- b) Any mediation or arbitration pursuant to this Agreement shall take place in the Town of Morinville unless otherwise agreed between the parties.
 - c) The Parties may extend any of the timelines within this Agreement by written agreement.
 - d) All information disclosed during mediation or arbitration ("Disclosed Information") shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver or privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery or applicable laws, 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, or 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 this agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

Schedule "I" - The Greater St. Albert Roman Catholic Separate School Division and The Sturgeon Public School Division Property Line Area Maps



École Georges H. Primeau
Middle School

Revised August 2025

0 5 10 20 Meters
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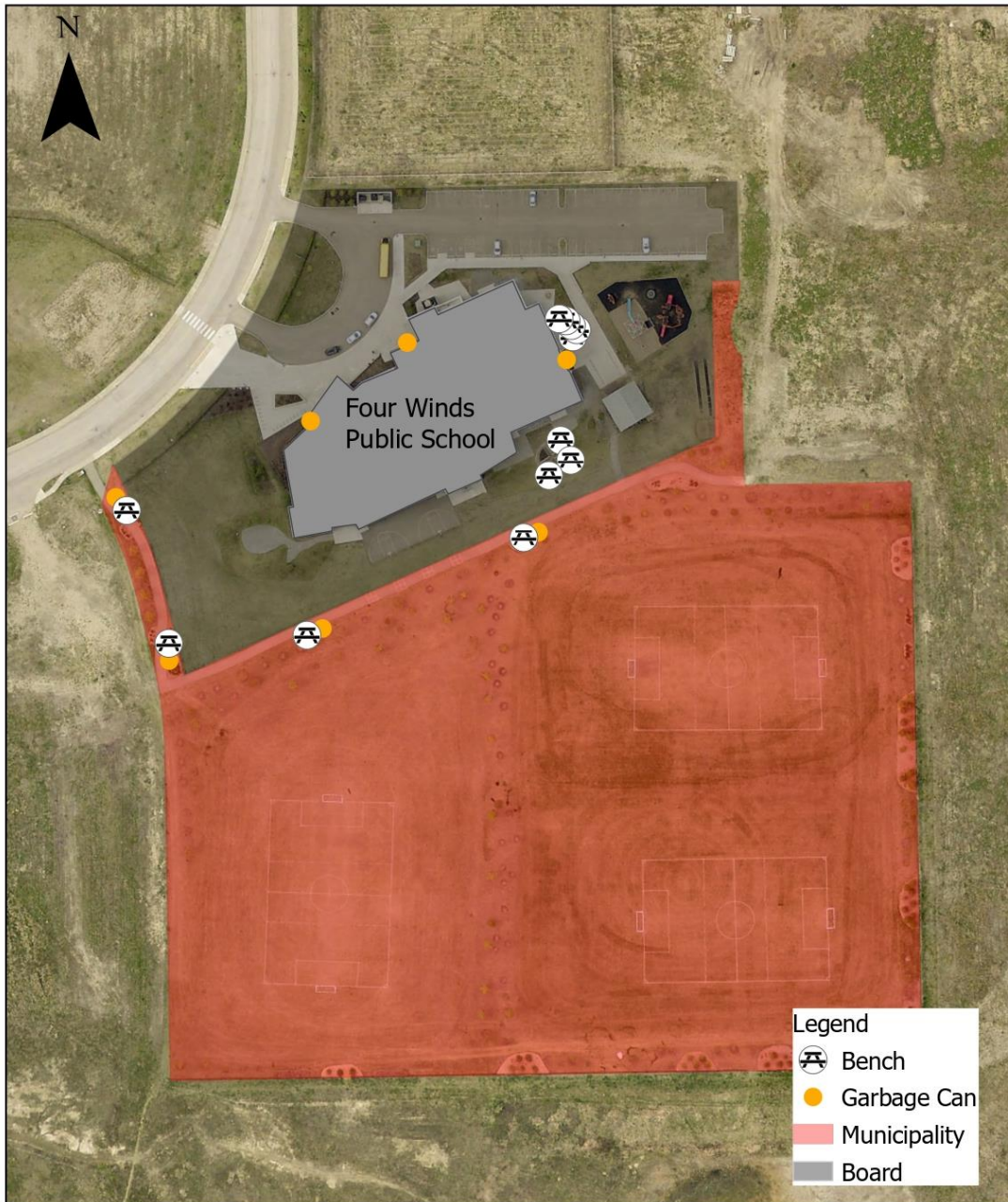


École Notre Dame Elementary School

Revised August 2025

0 12.5 25 50 Meters

A horizontal scale bar with markings at 0, 12.5, 25, and 50 meters.



Four Winds Public School

Revised August 2025

0 15 30 60 Meters



Morinville Community High School

Revised August 2025

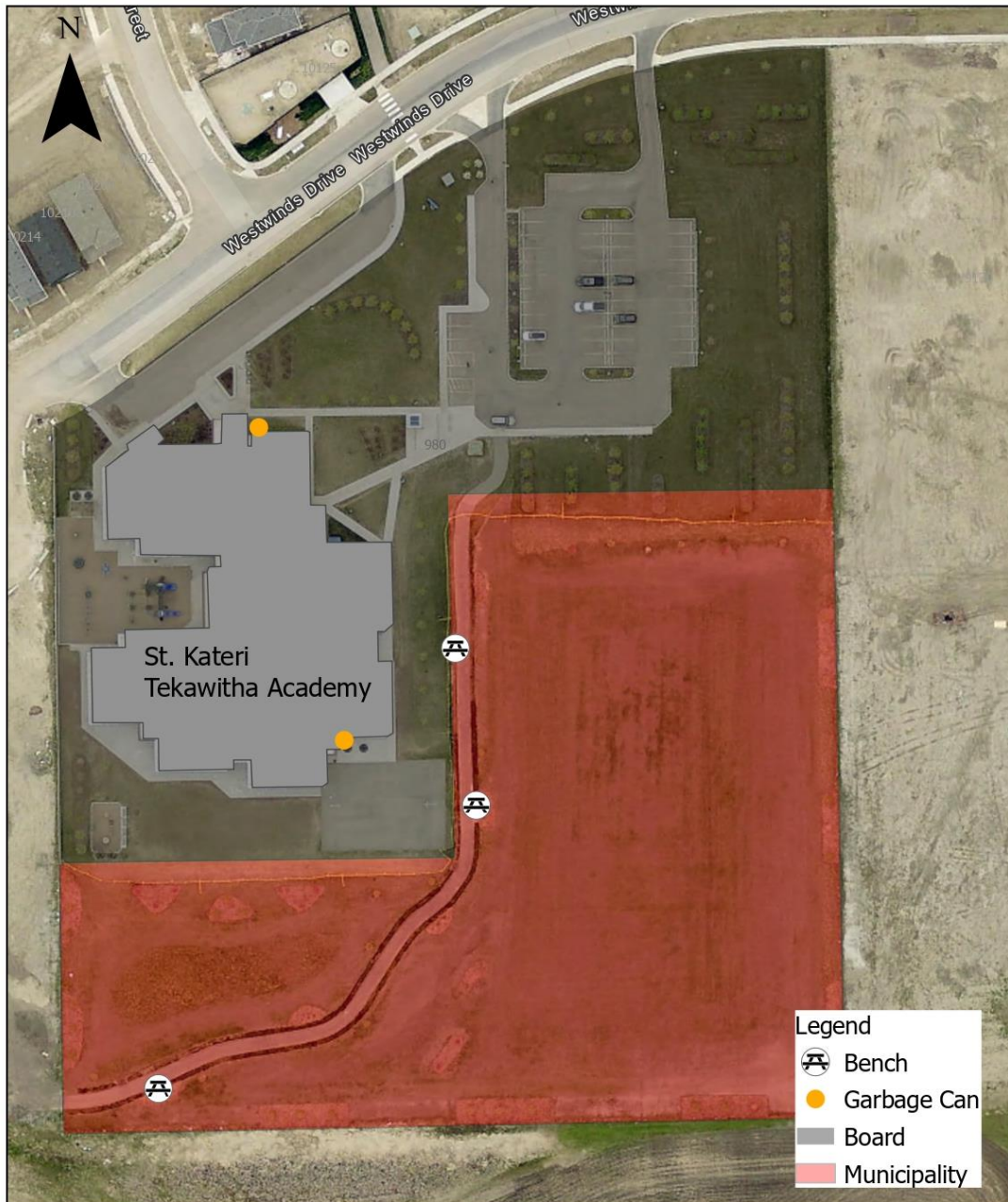


Morinville Public School

Revised August 2025

0 10 20 40 Meters

A horizontal scale bar with markings at 0, 10, 20, and 40 meters.



St. Kateri Tekawitha Academy

Revised August 2025

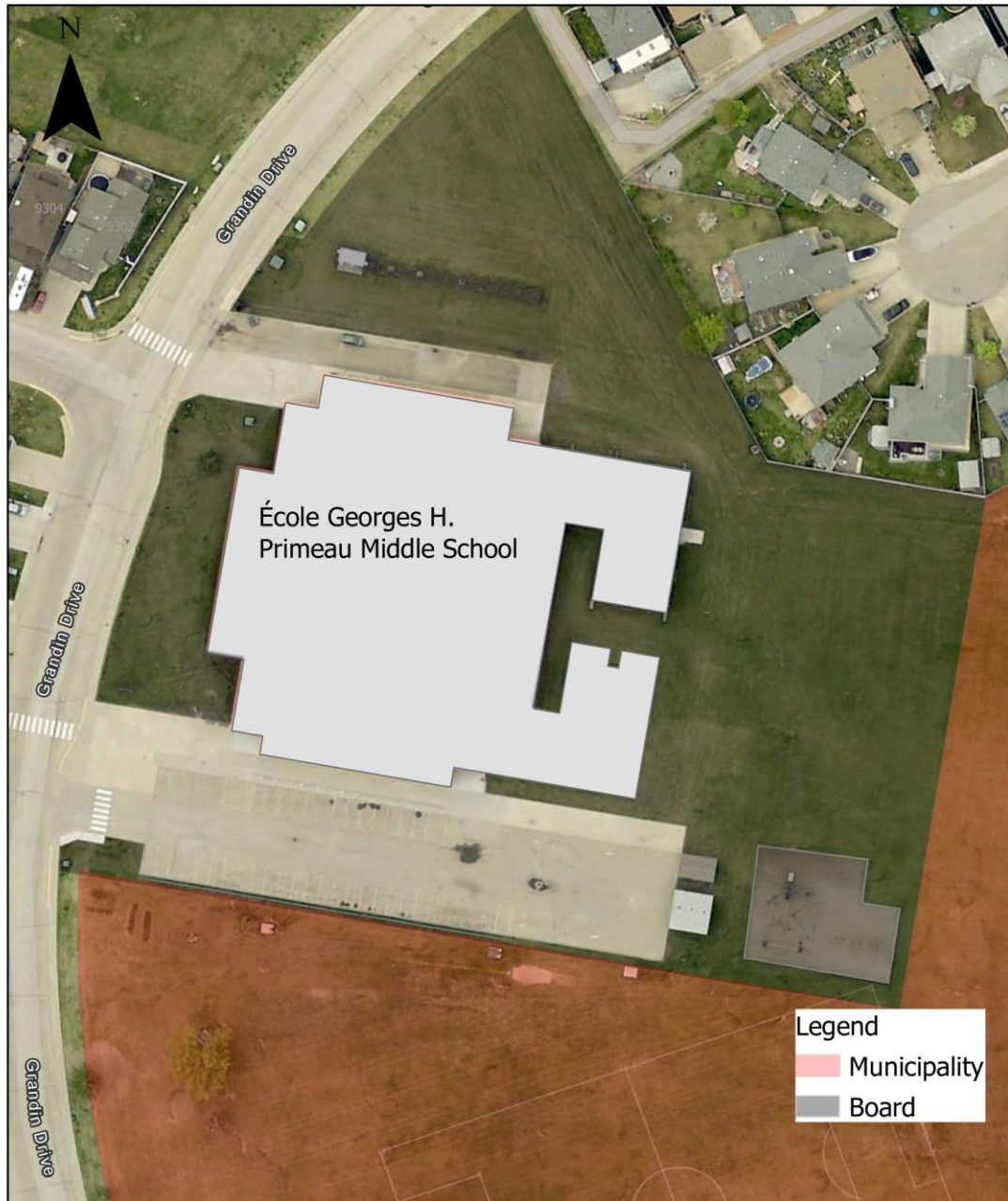


Sturgeon Public Schools Board Office

Revised July 2025

0 5 10 20 Meters

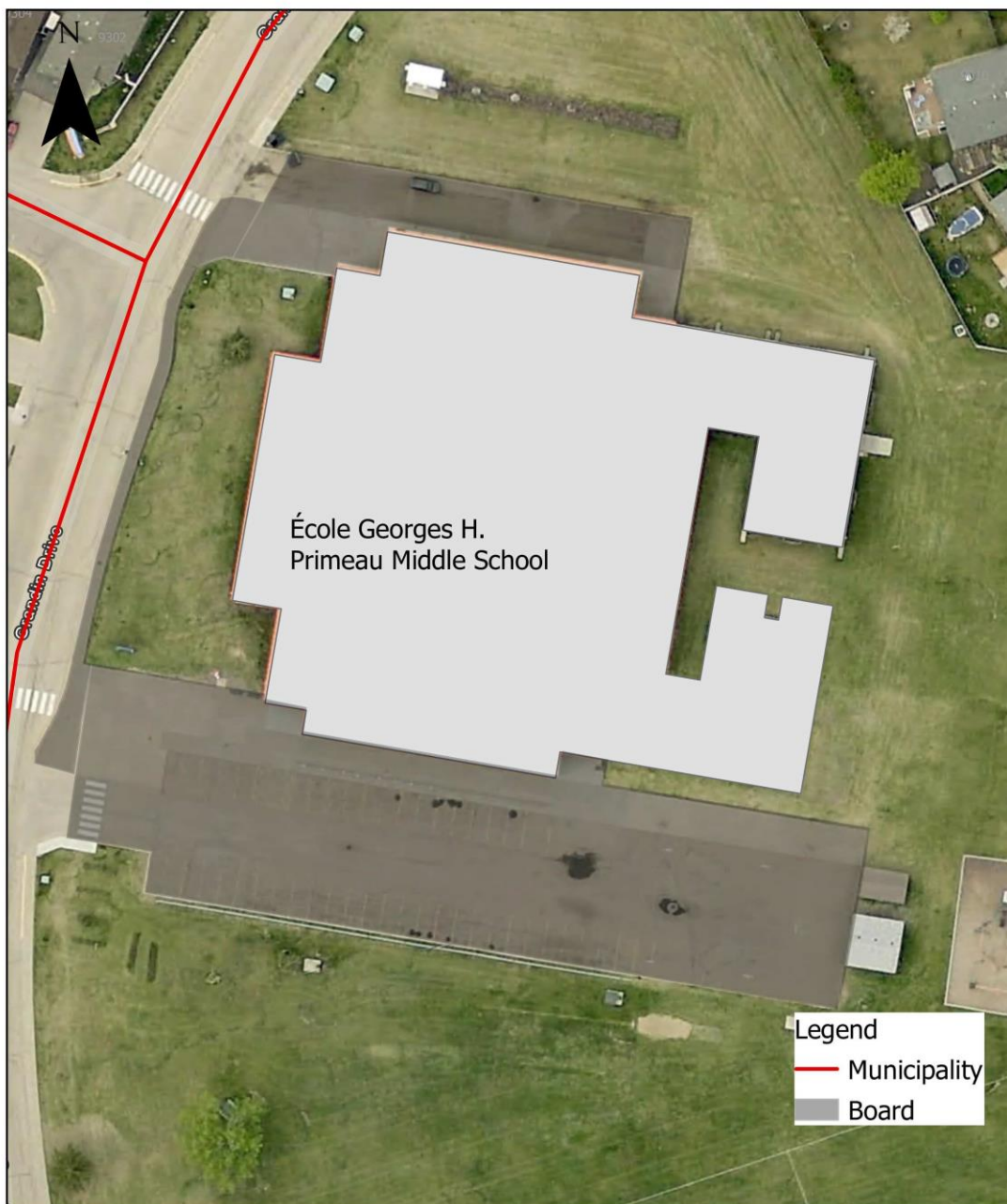
Schedule "J" - Snow Removal and Grass Cutting School Site Maps of Board and Municipal Shared Facilities



École Georges H. Primeau Middle School Grass Cutting

Revised August 2025

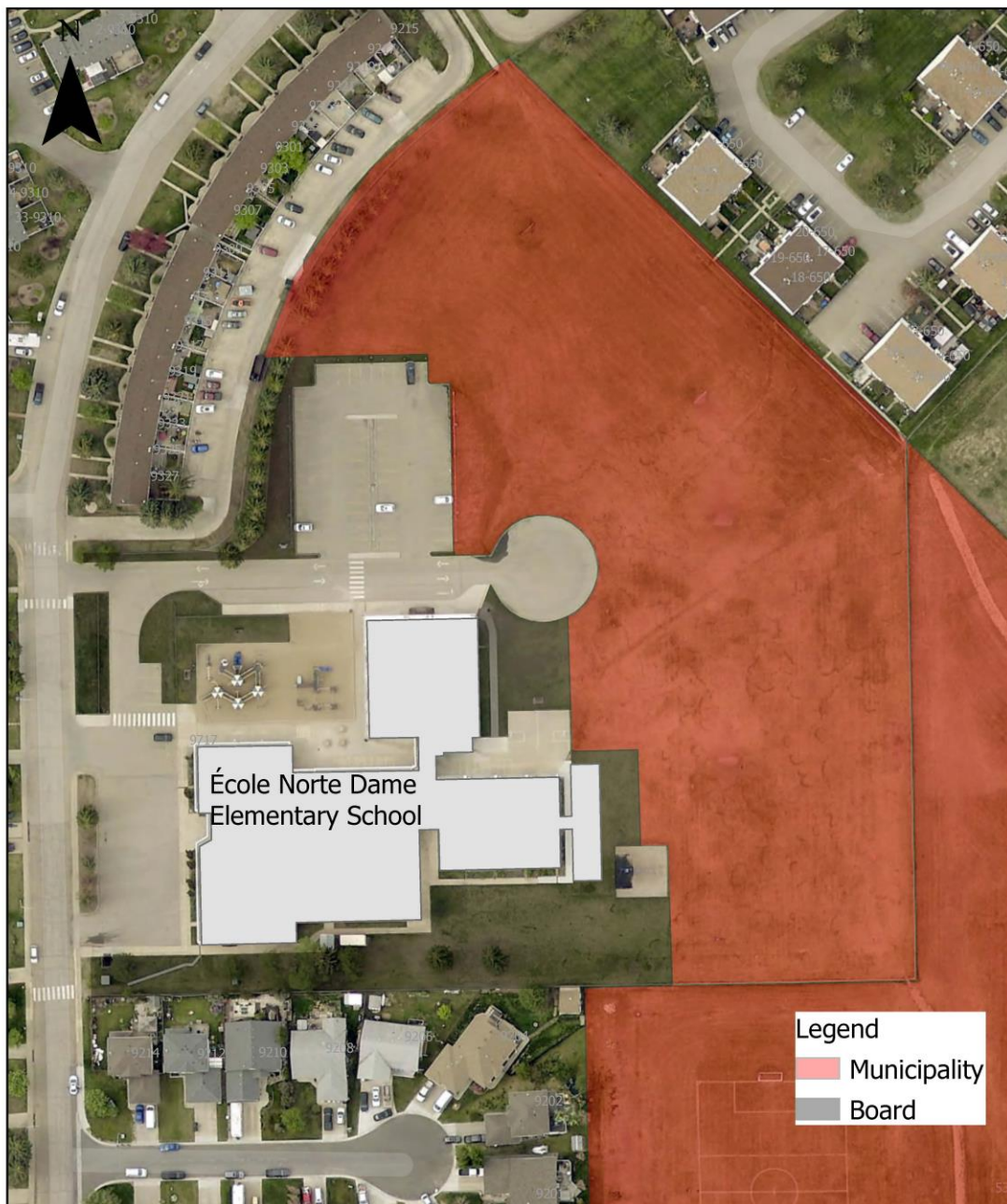
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École Georges H. Primeau Middle School Snow Removal

Revised August 2025

0 5 10 20 Meters



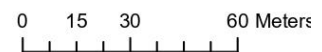
École Norte Dame Elementary School Grass Cutting

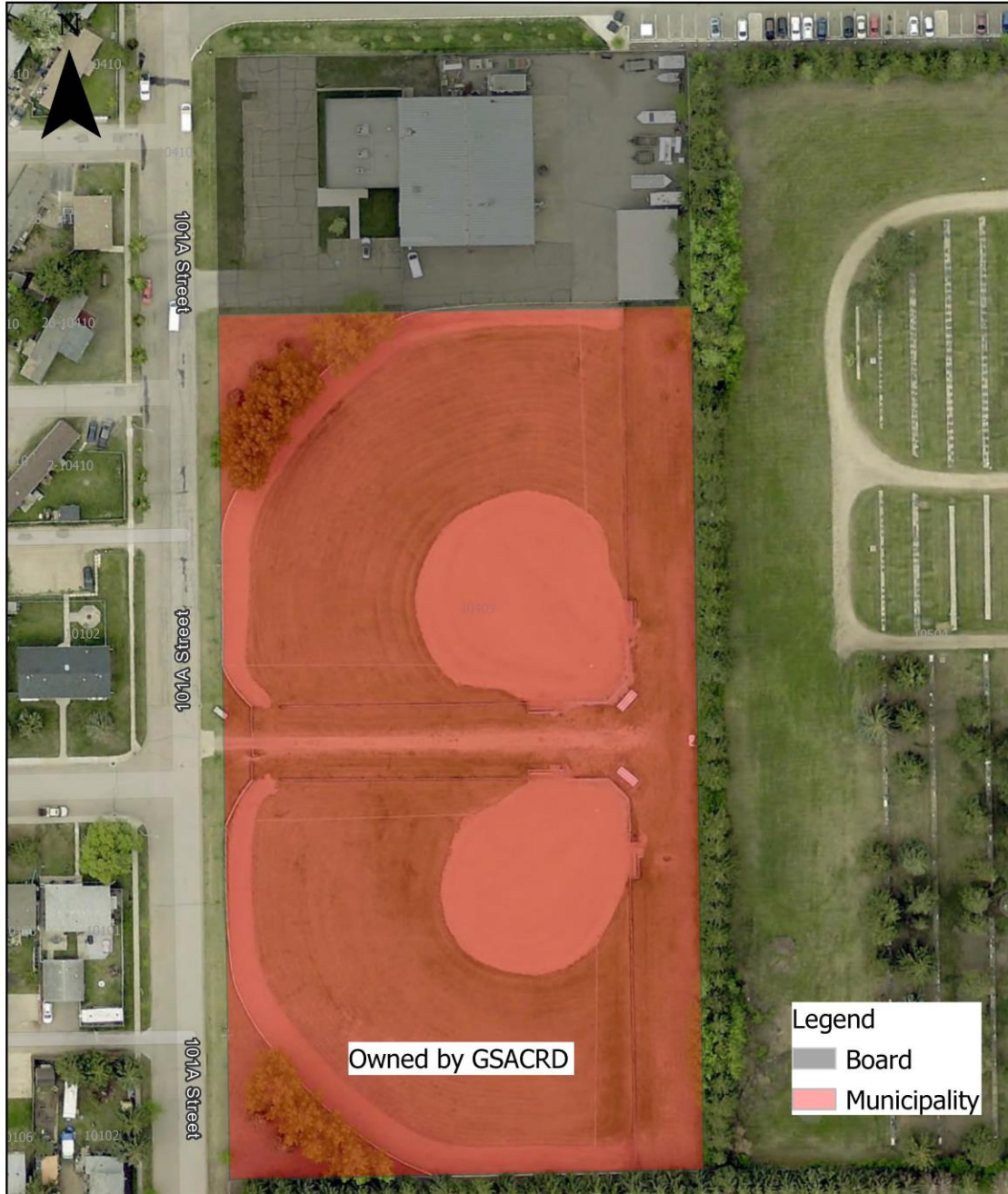
Revised August 2025



Four Winds Public School Grass Cutting

Revised August 2025





Meadows Diamond Grass Cutting

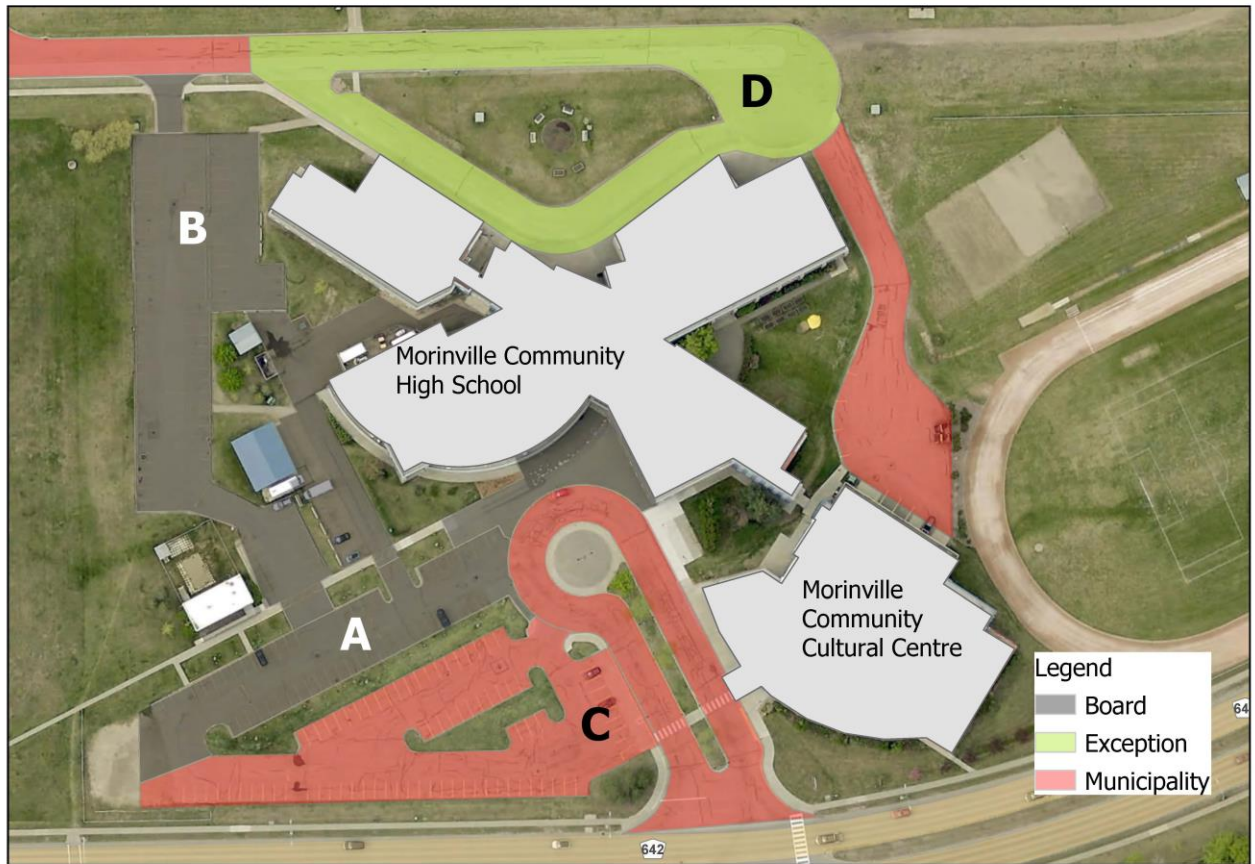
Revised August 2025



Morinville Community High School Grass Cutting

Revised July 2025

0 15 30 60 Meters



Morinville Community High School Snow Removal

Revised August 2025

0 12.5 25 50 Meters



Morinville Public School Grass Cutting

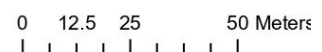
Revised August 2025

0 10 20 40 Meters



Morinville Public School Snow Removal

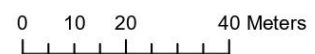
Revised August 2025





St. Kateri Tekawitha Academy Grass Cutting

Revised August 2025





Sturgeon Public School Board Office Grass Cutting

Revised August 2025

0 5 10 20 Meters