

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

BETWEEN:

**LEDUC COUNTY**

(A Municipal Corporation pursuant to the laws of the Province of Alberta)

(herein referred to as the "County")

OF THE FIRST PART

- and -

**THE BLACK GOLD SCHOOL DIVISION**

(A body corporate, incorporated pursuant to the *Education Act*,  
being Chapter S-3 of the Statutes of Alberta as amended)

(herein referred to as the "Black Gold")

OF THE SECOND PART

- and -

**THE ST. THOMAS AQUINAS ROMAN CATHOLIC SEPARATE SCHOOL DIVISION**

(A body corporate, incorporated pursuant to the *Education Act*,  
being Chapter S-3 of the Statutes of Alberta as amended)

(herein referred to as the "St. Thomas Aquinas")

OF THE THIRD PART

**SCHOOL RESERVE PLANNING & ALLOCATION AGREEMENT**

**WHEREAS**, the *Municipal Government Act* provides authority for a municipality and school authorities to enter into an agreement for the purpose of allocating municipal and school reserve lands;

**AND WHEREAS**, the Parties desire to agree to a method of allocating reserve lands for school purposes;

**AND WHEREAS**, the Parties wish to foster a cooperative effort in the selection, transfer, and disposal of school reserve land within the County and to provide for the efficient and cooperative use of school and municipal reserve land within the County;

**NOW THEREFORE**, this Agreement witnesseth that in consideration of the mutual covenants and conditions herein contained and to be performed by the Parties, the Parties covenant and agree together as follows:

**1. DEFINITIONS**

In this Agreement, unless the context otherwise indicates, the terms set out below shall have the following meanings:

<b>Act</b>	means the <i>Municipal Government Act</i> , RSA 2000 c M-26, as amended;
<b>Agreement</b>	means this Agreement and Schedule "A" and Schedule "B" which are attached to and form part of this Agreement;
<b>Approving Authority</b>	means the Subdivision Authority and the Development Authority as defined in the Act and as established by bylaw;
<b>Council</b>	means the municipal council of the County;

<b>County</b>	means the municipal corporation of the Leduc County, or, where the context so requires, the area contained within the boundaries of the County;
<b>Joint Use Agreement</b>	means a separate agreement between the County and the School Authorities pertaining to joint usage conditions for school facilities and Joint Use Grounds;
<b>Joint Use Grounds</b>	means any lands that become part of a Joint Use Agreement such as, the lands required for playgrounds, playing fields, sports grounds, stadiums, recreation fields, parks or public recreation area in accordance with the requirements set out in Schedule "A" hereto. Joint Use Grounds for each school site shall be clearly defined within the Joint Use Agreement;
<b>Municipal Reserve</b>	means the land designated as Municipal Reserve, as defined by the Act;
<b>Operating Committee</b>	means the committee which is comprised of the Chief Administrative Officer (CAO) and Superintendents as established under this Agreement;
<b>Parties</b>	means, collectively, the County, Black Gold and St. Thomas Aquinas, or two of the same group as the context so requires and " <b>Party</b> " means any one of them;
<b>Province</b>	means the Government of Alberta, or, where the context so requires, the area contained within the Province;
<b>Reserve Land</b>	means Municipal Reserve, School Reserve, or Municipal and School Reserve as such terms are defined in the Act, the regulations thereunder, and any amendments or successor legislation thereto;
<b>School Authority</b>	means either The Black Gold School Division or The St. Thomas Aquinas Roman Catholic Separate School Division, where the context so requires, and " <b>School Authorities</b> " means both of them;
<b>School Building Site</b>	means land acquired by a School Authority, 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;
<b>School Reserve</b>	means the land designated as School Reserve, as defined by the Act;
<b>School Site</b>	means the School Building Site along with the Joint Use Grounds;

## 2. GUIDING PRINCIPLES

- 2.1 It is recognized by all Parties that it is necessary that there be a balance of school jurisdiction presence between the School Authorities within the County and the School Site allocation process shall respect this need.

### 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 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 AND COMMUNICATION**

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

**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.

**STRATEGIC ALLOCATION**

It is recognized by all Parties that it is necessary that there be a balance of school jurisdiction presence within the County and the site allocation process set out in this Agreement shall respect this need.

**3. TERM, REVIEW AND AMENDMENT OF AGREEMENT**

- 3.1 This Agreement shall be effective upon signing and shall continue to be in effect until such time as it is terminated by the Parties.
- 3.2 The terms and conditions of this Agreement shall be reviewed by the Operating Committee every five (5) years. Following the review, the Operating Committee shall advise the Parties how the agreement should be amended.
- 3.3 Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.

**4. WITHDRAWAL AND TERMINATION**

- 4.1 No Party to this Agreement shall unilaterally withdraw or terminate this Agreement.
- 4.2 Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.
- 4.3 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 written notice and shall seek consensus on the updates and amendments.
- 4.4 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.

## **5. OPERATING COMMITTEE**

- 5.1 The Operating Committee shall consist of the Chief Administrative Officer (CAO) (or designate) of the County and the Superintendents (or designate) of each School Authority.
- 5.2 Members of the Operating Committee may bring to the meetings of the Operating Committee additional staff from the County and/or the School Authority or resource personnel, as necessary, to assist the members of the Operating Committee in carrying out their responsibilities under this Agreement.
- 5.3 The Operating Committee shall meet at least annually to discuss issues of mutual concern including, but not limited to, upcoming planning areas where new School Sites may be contemplated and future school needs.
- 5.4 Meetings may be called ad-hoc by any Party to discuss specific items of interest as required.
- 5.5 Quorum for an Operating Committee meeting shall be one (1) representative per Party.
- 5.6 The Operating Committee may meet with any developer wishing to amend an existing area structure plan where a School Site is planned.

## **6. PROJECTING ENROLMENTS**

- 6.1 The School Authorities shall provide enrolment statistics to the County for school age children living in the County, upon reasonable request.
- 6.2 The County shall provide population and demographic trends in the County as well as a comparison of actual rates to projected growth trends to the School Authorities, upon reasonable request.
- 6.3 Enrolment projected out ten (10) years shall be used to anticipate future school needs, and will be based on an average school capacity of 500 students, while at the same time all Parties understand that some current and future schools within County boundaries may have a lower enrolment capacity while others may have a greater enrolment capacity.
- 6.4 The projected timeframe or average school capacity may be adjusted with mutual consent of all Parties.

## **7. PRINCIPLES OF JOINT PLANNING AND ALLOCATION OF RESERVES**

- 7.1 The following principles and covenants shall guide the allocation of Reserve Land and apply between the Parties:
  - 7.1.1 The School Authorities shall communicate their need to construct a new school that is to be located within the County or intended to serve residents of the County, to the County as early as possible.
  - 7.1.2 The County shall use area structure plans and/or outline plans for designated or planned growth areas involving residential land uses to identify the number, general size and location of existing and future School Sites.
  - 7.1.3 All proposed School Sites shall be identified in consultation with the School Authorities and shall be identified within residential area structure plans adopted by the County, but shall not be pre-allocated to any one School Authority.

- 7.1.4 In determining the number, location and size of School Sites and to be identified, the County shall follow the School Site Size Guidelines outlined in Schedule "A". The number of School Sites to be identified shall be based on the existing and projected future number of students that will reside in the area covered by the area structure plan once the area is fully developed and based on the best information available at the time that the plan is prepared or amended.
- 7.1.5 The Parties acknowledge and agree that while an area structure plan may change from time to time, and in accordance with the discretion of County Council, there shall be no changes to the location of a proposed School Site without first consulting with the School Authorities.
- 7.1.6 The County shall, to the best of its ability, given the evolving nature of information available as to the needs of the Parties and the demographics of the community, plan for and allocate a sufficient number of serviced School Sites to meet the needs of the School Authorities.
- 7.1.7 When reviewing a proposed area structure plan or outline plan, or an amendment thereto, and bearing in mind Provincial requirements, the County shall consider the following criteria pertaining to a proposed School Site:
- a) appropriate proximity to existing schools and residential areas needing service, including consideration for the site's location related to existing and future School Authority bus routes;
  - b) a minimum land area in accordance with Schedule "A" total school site (bold column in Schedule "A");
  - c) having site frontage on two collector roads for ease of access and traffic circulation including consideration to ability to separate school bus and parent drop-off zones;
  - d) 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;
  - e) services provided to the edge of the site, including roads, water, sanitary sewer, storm sewer, and power;
  - f) ability for the County and/or School Authority to partner on dual sites and/or indoor or site enhancements; and
  - g) other considerations as the County deems pertinent to the application.
- 7.1.8 Further to Article 7.1.7, the developer applying for the area structure plan, outline plan, or amendment thereto must submit a risk assessment pertaining to any significant utility infrastructure in proximity to the site, and this assessment shall be provided for review by the County and the School Authorities prior to accepting the land as a School Site.
- 7.1.9 If a proposed School Site does not meet the minimum criteria outlined in Article 7.1.7, the County shall make specific mention of those areas of shortfall in their referral to the School Authorities. Furthermore and prior to deciding on any area structure plan or outline plan or amendment thereto, or a subdivision of land within these planned areas, the Approving Authority shall review and take into

consideration the criteria identified under Article 7.1.7 and any information provided within a risk assessment conducted under Article 7.1.8.

- 7.1.10 The County will remain the custodian of the Reserve Land site acquisition and assembly process through subdivisions. In the first instance, all Reserve Land shall be dedicated as Municipal Reserve and any monies to be paid as money-in-lieu of the dedication of Reserve Land shall be paid to the County.
- 7.1.11 The Planning and Development Department of the County shall, within the East Vistas Area Structure Plan, 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 Planning and Development Department 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.
- 7.1.12 The School Authority that requires School Sites in areas that are under development will be responsible for articulating and justifying that need to the County, and for providing information about their requirements to the County in a timely and understandable fashion.
- 7.1.13 There shall be no pre-allocation of School Sites nor shall School Sites be identified as being available to only one (1) School Authority.
- 7.1.14 When a School Authority is anticipating a new school through its capital planning initiative, the County will endeavor to assist the School Authority in its application for funding by committing by way of a letter of commitment or other format as required by the Province, to provide a fully serviced School Site should funding be granted.
- 7.1.15 Where a School Authority's application for funding is successful, the site as assigned will be allocated to the School Authority for future consideration.
- 7.1.16 Subject to Section 7.1.17, allocation of an available School Site shall be made by the Operating Committee once the need to construct a new school has been identified and design funding has been approved by Alberta Education. If construction on an allocated site has not commenced within three (3) years of the site being allocated to a School Authority, the site shall be considered available for allocation to another School Authority.
- 7.1.17 School Sites shall not be transferred to a School Authority unless:
  - a) the School Authority has approval of funding for construction of a school building on the site;
  - b) the School Authority has applied for a development permit for the school building and has submitted building plans for the school building to the County for review; and
  - c) the School portion of the Reserve Land has been or is in the process of being subdivided from the other Reserve Land for registration as School Reserve with the Alberta Land Titles Office.

- 7.1.18 Unless otherwise agreed to by the County and the School Authority, transfer of the School Building Site shall take place concurrent with registration of a subdivision of the Reserve Land as undertaken by the County, with any remaining portion created for the purpose of Joint Use Grounds or other reserve needs remaining vested in the name of the County. Furthermore, the School Building Site shall be designated as School Reserve (SR) upon registration of the transfer at the Alberta Land Titles office.
- 7.1.19 Further to Article 7.1.18, Joint Use Grounds shall, where possible, comply with the requirements set out in Schedule "A" with respect to area, and the apportionment of the land required for both the School Building Site and the Joint Use Grounds will be determined at the time of subdivision.
- 7.1.20 The County shall, for consideration of one (\$1.00) Dollar, transfer to the School Authority only that portion of a Reserve Land parcel necessary for the school building. Such portion shall be the footprint of the school building envelope, any parking, loading or drop-off facilities, any landscaped yards required by the Land Use Bylaw as part of the School development, lands necessary to allow for a proposed or future playground equipment site and land needed for future expansion of the school building based on the ultimate design capacity of the school.
- 7.1.21 All costs associated with the transfer of the Reserve Land parcel or portion of a Reserve Land parcel to a School Authority shall be paid by the County including the costs of any required subdivision, the costs of preparing any subdivision plan and costs associated with registering required plans transfers at the Land Titles Office.
- 7.1.22 In the event that there are competing claims among the School Authorities for the one (1) School Site within an area structure plan, the School Authorities shall, at their own cost, mediate the question of the allocation of the site. The mediation process to be used by the School Authorities shall be determined by the School Authority on an "as need" basis. Should the mediation process be unsuccessful, Council shall decide which School Authority will be allocated the site in dispute based on needs of the community and the logical progression of development within the County.
- 7.1.23 If land needed for a School Site exceeds that which is to be provided in accordance with the Act, the County shall be responsible for negotiating with landowners a separate agreement to purchase such additional land.
- 7.1.24 The County will submit to the Operating Committee at their request a report showing the opening balance, activities and ending balance of the Reserve Account for the current and next fiscal years. For purposes of this section, "**Reserve Account**" shall mean the Reserve Land interest bearing account held by the County.

## 8. SERVICING AND DEVELOPMENT OF SCHOOL SITES

- 8.1 While a School Building Site shall be serviced with power, water, storm sewer, and sanitary sewer, and while the timing and location of these services is at the County's sole discretion, delivery will be in consultation with the School Authority to meet the timelines required by Alberta Education. Upon request from a School Authority, the County is responsible to obtain a letter of commitment from the owner/developer of unsubdivided or unserviced School Site land, should the same be required by the Province.

## 9. DISPOSITION OF LANDS AND IMPROVEMENTS

- 9.1 If a School Authority concludes that it no longer requires Reserve Land previously transferred to it by the County, the Parties shall meet and the other School Authority shall determine if they require that Reserve Land. If the other School Authority requests that such Reserve Land be transferred to it for a School Site, such allocation by the County shall be in accordance with the terms and conditions of this Agreement. Any dispute between competing School Authorities shall be resolved in accordance with Section 7.1.22.
- 9.2 Reserve Lands which have been transferred to a School Authority but not developed and are no longer required for School Authority purposes, shall be transferred back to the County for the consideration of one dollar (\$1.00), subject to the provisions of the Act, the *Education Act* and all relevant regulations pertaining thereto.
- 9.3 When a School Building Site is developed by a School Authority on Reserve Land, but it is no longer required for School Authority purposes, the School Authority shall take all necessary steps to obtain necessary regulatory approval for the disposition of the Site and within a reasonable period of time thereafter, the County shall be so notified in writing by the School Authority. The County, shall have, for a period of six (6) months after receipt of such notification, an option to purchase the dedicated Reserve Lands and all improvements thereon at a purchase price determined as follows:
- a) for the lands, excluding improvements, for the sum of one dollar (\$1.00); and
  - b) for the improvements on the lands, and subject to the regulatory constraints with respect to the disposal of the School Building Site, at a value as determined by an independent qualified appraiser selected by mutual agreement by the County and the School Authority.
- 9.4 Further to Article 9.3, if the County shall exercise its option, the School Authority must transfer to the County the surplus School Building Site, and the purchase price will be paid in cash on exercise of the option to purchase.
- 9.5 Further to Article 9.3, if the County declines to purchase the Reserve Land site, the County will cooperate with the School Authority to dispose of the School Building Site in accordance with the Act, and the proceeds of the sale shall be divided in the following manner:
- a) an independent appraiser will be asked to assign a value to the land and a separate value for the building(s) on the site; and
  - b) the County shall receive payment equal to the percentage of the sale attributed to the land value and the School Authority shall receive payment equal to the percentage of the sale attributed to the building value.
- 9.6 Notwithstanding any provision of this Agreement to the contrary, the School Authority shall be entitled to the entire proceeds of disposition of lands, other than Reserve Land, by the School Authority within the County for a School Building Site. For purposes of clarity, any lands owned by the School Authority that are not Reserve Land may be sold or disposed of by the School Authority at their sole and absolute discretion, and the entire proceeds of said sale or disposition shall be the sole and absolute property of the School Authority.

**10. DISPUTE RESOLUTION**

- 10.1 Notwithstanding any other appeal rights under the Act to the SDAB, the Parties agree to use their best efforts to resolve any disputes arising between them as efficiently and cost effectively as possible.
- 10.2 At all relevant times, the Parties shall:
  - a) make bona fide efforts to resolve all disputes by amicable negotiations;
  - b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations;
  - c) respect the principles of collaboration set out in this Agreement; and
  - d) shall refer such dispute to be resolved pursuant to the Dispute Resolution Procedure, attached hereto as Schedule "B" to this Agreement.

**11. FURTHER ASSURANCES**

- 11.1 Each Party shall, from time to time, and at all times, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

**12. NUMBERS AND GENDER**

- 12.1 In this Agreement, words importing the singular shall include the plural and words importing the masculine shall include the feminine or neuter or firms or corporations, or vice-versa, save where the context otherwise requires.

**13. NOTICES**

- 13.1 For the purposes of this Agreement, the addresses of the Parties are:

The Leduc County  
101-1101 5<sup>th</sup> Street  
Nisku, Alberta, T9E 2X3

Attention: CAO

AND

The Black Gold School Division  
3<sup>rd</sup> floor, 1101 – 5<sup>th</sup> Street  
Nisku, Alberta, T9E 7N3

Attention: Associate Superintendent, Business & Finance

AND

The St. Thomas Aquinas Roman Catholic Separate School Division  
4906 – 50 Avenue  
Leduc, Alberta, T9E 6W9

Attention: Secretary Treasurer

Any communication, notice or service of documents required to be made during the course of this Agreement will be good and sufficient if delivered to, or posted by ordinary mail addressed to, the

above addresses, or emailed to the attention of a Party's above-noted designate. Notice given in any such manner shall be deemed to have been received by the intended recipient on the day of delivery or upon the 3rd day after the date of mailing provided that normal postal service is in existence at the time of mailing and for 3 days thereafter. In the event of disruption of normal postal service, any Party giving notice hereunder shall be required to deliver the same. Any Party may change its address for service from time to time upon notice to that effect. Communication conducted by email is also acceptable under this Agreement.

**14. GENERAL PROVISIONS**

- 14.1 This Agreement shall be governed by the laws of the Province of Alberta.
- 14.2 This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
- 14.3 There shall be no waiver of a breach of this Agreement unless such waiver is signed by the Parties that have not committed the breach. Waiver to a specific breach shall not affect the rights of the parties relating to other future breaches.
- 14.4 This Agreement shall ensure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.
- 14.5 Time is of the essence in this Agreement, and if any Party shall fail to perform the covenants on its part to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Agreement, the other Parties may elect to terminate the Agreement for cause.

*[Remainder of Page Blank. Signature Pages Follow]*

14.6 This Agreement contains the entire agreement of the Parties, and no modifications to the Agreement shall be binding upon the Parties unless such modification is in writing signed by the respective Parties.

**IN WITNESS WHEREOF**, the Parties have duly executed these presents the day and year first above written.

**THE LEDUC COUNTY**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**THE BOARD OF TRUSTEES OF BLACK GOLD SCHOOL DIVISION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**THE BOARD OF TRUSTEES OF ST. THOMAS AQUINAS ROMAN CATHOLIC SEPARATE SCHOOL DIVISION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**SCHEDULE "A"**

**SCHOOL SITE SIZE GUIDELINES**

September-24-09

**SCHOOL SITE SIZES**

	School Building Envelope										Play fields					total school site (ac)	Softball field		
	building plus yards (ac)	play area (ac) (included in building footprint where noted ***)	asphalt play area (ac) (included in building footprint where noted ***)	child care units allowance (ac)	emergency planning area (space for freestanding portable classrooms) (ac)	parking stalls	parking area (ac)	sub-total school building envelope (ac)	storm water management allowance (ac)	total school building envelope (ac)	65m x 110m field with sidelines (ac)	track and field area (ac)	total play fields (ac)	storm water management allowance (ac)	total play field (ac)		softball diamond (ac)	storm water management allowance (ac)	total with softball diamond (ac)
450 elem school	2.76	0.13	0.11	0.19	0.34	32	0.22	3.75	0.38	4.13	2.56		2.56	0.26	2.82	6.94	2.09	0.21	9.24
600 elem school	3.02	***	***	0.19	0.34	41	0.32	3.87	0.39	4.26	2.56		2.56	0.26	2.82	7.07	2.09	0.21	9.37
600K-9 school	3.6	***	***	0.19	0.34	71	0.56	4.69	0.47	5.16	2.56		2.56	0.26	2.82	7.98	2.09	0.21	10.27
900 K-9 school	4.02	0.13	0.11	0.19	0.34	126	1	5.79	0.58	6.37	2.56	0.63	3.19	0.32	3.51	9.88	2.09	0.21	12.18
600 5-9 school	3.8	NA	***		0.34	180	1.42	5.56	0.56	6.12	2.56	0.63	3.19	0.32	3.51	9.63	2.09	0.21	11.92
900 5-9 school	4.02	NA	0.11		0.34	270	2.13	6.6	0.66	7.26	2.56	0.63	3.19	0.32	3.51	10.77	2.09	0.21	13.07
1200 5-9 school	6	NA	0.11		0.34	353	2.79	9.24	0.92	10.16	2.56	0.63	3.19	0.32	3.51	13.67	2.09	0.21	15.97
900 high school	4.5	NA			0.68	270	2.13	7.31	0.73	8.04	5.12	0.63	5.75	0.58	6.33	14.37	2.09	0.21	16.67
1200 high school	6	NA			0.68	353	2.79	9.47	0.95	10.42	5.12	0.63	5.75	0.58	6.33	16.74	2.09	0.21	19.04
1500 high school	7	NA			0.68	440	3.48	11.16	1.12	12.28	5.12	0.63	5.75	0.58	6.33	18.60	2.09	0.21	20.90

- Notes: 1 The land areas indicated assume that bus loading or off-loading and parent drop off occur on the adjacent public streets.
- 2 The areas indicated are minimum areas required and may need to be increased to accommodate specific site shapes, grading and other aspects of the community or site design (pathways, easements, separations from adjacent uses, etc...). The building foot print is based on the prototypical school designs of the province.
- 3 The space required for emergency planning (space for freestanding portable classrooms required to accommodate population growth) could be relaxed if play fields can be placed to accommodate these freestanding units until a new school is opened. This also requires sufficient other play space for the total student population.
- 4 Requirements for on site stormwater management may be relaxed if the municipal systems are designed to accommodate more water flow from the site.

**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;
  - 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 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) negotiation;
  - b) mediation; and
  - c) arbitration.

Negotiation, Mediation or Arbitration shall refer to, consider, and apply the intentions and principles stated by the parties within 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 Dispute Notice, the Dispute shall be deemed to have terminated and failed to be resolved by Mediation.

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 Acts* (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 fifty thousand (\$50,000.00); or
    - (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is fifty thousand (\$50,000.00) or greater.
  - 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 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 Leduc, 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 discovery, 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 this Agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

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. Documents shall not be destroyed until after the duration of this agreement.
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.