

**JOINT USE AND PLANNING AGREEMENT**

THIS AGREEMENT made as of the 13 day of February 2024

**BETWEEN:**

**THE TOWN OF OKOTOKS**

(the "Town")

-and-

**THE BOARD OF TRUSTEES OF THE FOOTHILLS  
SCHOOL DIVISION**

("Foothills School Division")

-and-

**THE BOARD OF TRUSTEES OF THE CHRIST THE  
REDEEMER CATHOLIC SEPARATE SCHOOL DIVISION**

("Christ the Redeemer School Division")

**WHEREAS:**

- A. Pursuant to section 670.1 of the *Municipal Government Act* and section 53.1 of the *Education Act*, municipalities and school boards are required to enter into a joint use agreement containing certain terms as specified in that legislation;
- B. It is the responsibility of the School Authorities to develop and deliver educational programs and to plan, develop, construct, operate and maintain the necessary facilities and sites for these programs;
- C. It is the responsibility of the Town to facilitate the long-term planning, development, construction (where appropriate), operation and maintenance of park and recreational lands and facilities within the Town's boundaries and to acquire reserve lands for school and community needs pursuant to the provisions of the *Municipal Government Act*;
- D. The joint use of municipal facilities and school board facilities is an important tool in providing educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby making the most effective use of the limited resources of the Town and School Authorities;
- E. The Town and School Authorities acknowledge that the *Municipal Government Act* allows the Town to obtain municipal reserve (MR), school reserve (SR) and municipal and school reserve (MSR)

as lands within the Town are subdivided to meet the open space and site needs of the Town and School Authorities;

- F. The Town and the School Authorities acknowledge that each of the Town and School Authorities may own land that is not subject to this Agreement; and
- G. The parties to this Agreement intend to consider the following guiding principles when carrying out their rights and obligations pursuant to this Agreement:
  - i. Communication & Collaboration: The parties will engage in early and ongoing communication and collaboration in the identification, allocation and use of Reserve Lands to maximize opportunities, which is key in achieving optimal use of Reserve Lands;
  - ii. Community Centered: The parties will work to achieve what is in the best interests of the citizens of the Town and to assure the opportunity for the development of open spaces, parks and schools in alignment with the community vision of the Town;
  - iii. Comprehensive Planning: The parties will take a strategic and holistic approach to planning that is timely and responsive to the changes and opportunities to meet the needs of the citizens of the Town and the students of the School Authorities;
  - iv. Shared Responsibility: The parties will engage in respectful dialogue and a spirit of cooperation to address a broad range of needs, and resolve issues as they arise;
  - v. Stewardship: The parties will work towards the optimal use of resources and assets entrusted to them;
  - vi. Fair and Functional: The parties will work to achieve adequate and equitable allocation of Reserve Lands for school and recreational use;
  - vii. Sustainable: The parties will use triple bottom line decision-making that is fiscally, socially and environmentally responsible;
  - viii. Transparent: The parties will openly share information necessary to meet the goals of this Agreement; and
  - ix. Autonomy and Organizational Integrity: The parties will respect the organizational cultures, mandates, and guiding legislation of each other.

**NOW THEREFORE** in consideration of their mutual commitments set forth herein, the parties agree as follows:

## **1. DEFINITIONS**

In this Agreement the following definitions apply:

- a) **“Agreement”** means this Agreement including any Schedules referenced herein, as amended from time to time;

- b) **"Approving Authority"** means the subdivision approving authority with respect to any application for subdivision of land within the Town, and where applicable includes the Subdivision and Development Appeal Board or the Land and Property Rights Tribunal.
- c) **"ASP"** means an area structure plan or area redevelopment plan adopted pursuant to the *Municipal Government Act* providing direction for land uses for a defined area within the Town, and for clarity includes a neighbourhood area structure plan (NASP).
- d) **"Cash-in-Lieu"** means funds held jointly or severally, with or without restriction, by the Town of Okotoks which are or have been required to be provided as "money in place" of Municipal Reserve, School Reserve, or Municipal and School Reserve by the Subdivision Authority under the provisions of the *Municipal Government Act* or previous planning legislation.
- e) **"Committee"** means the Joint Use and Planning Committee established as set out below.
- f) **"Dispute Resolution Process"** means the dispute resolution process set out in Schedule F to this Agreement.
- g) **"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.
- h) **"Effective Date"** means the effective date of this Agreement as set out on the first page hereof.
- i) **"Facilities"** means the buildings, playing fields, or other facilities which are identified in Schedules "A", "B" and "C".
- j) **"Joint Use Times"** means those times identified in Schedule "H" for the Facilities to be available.
- k) **"Joint Use Site"** means a site utilized by both a School Authority for a School Facility as well as the Town for a Municipal Facility
- l) **"Municipal Government Act"** means the *Municipal Government Act*, RSA 2000, c M-26 and any regulations made thereunder, as amended from time to time.
- m) **"Municipal Facilities"** means the Facilities identified in Schedule "A".
- n) **"Party"** means each of the Town of Okotoks, Foothills School Division or Christ The Redeemer and "Parties" means all or some of them as the context may require.
- o) **"Reserve Account"** means the funds which have been collected by the Town in place of municipal reserve, school reserve or municipal and school reserve.
- p) **"Reserve Lands"** means lands which are Municipal Reserve (MR), School Reserve (SR), or Municipal and School Reserve (MSR) under the provisions of the *MGA*.
- q) **"School Authority"** means any of Foothills School Division or Christ The Redeemer School Division.
- r) **"School Facilities"** means the Facilities identified in Schedules "B" or "C".
- s) **"School Portion"** means the portion of Reserve Land identified for transfer to a School Authority that includes the school building footprint, any parking, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and which may



include land needed for future expansion of the school building based on the capacity of the school.

- t) **“School Site”** means an area of Reserve Lands that includes both the School Portion and any associated playing fields located on land held by the Town as municipal reserve (MR) or municipal and school reserve (MSR).
- u) **“User Group”** means a user group as recognized by the Town of Okotoks that provides a community function from a social or recreational perspective.

## **2. SCHEDULES**

The following Schedules form part of this Agreement:

- a) Schedule “A” – Municipal Facility Details
- b) Schedule “B” – School Authority Facility Details (Foothills School Division)
- c) Schedule “C” – School Authority Facility Details (Christ The Redeemer School Division)
- d) Schedule “D” – Facility Use Terms
- e) Schedule “E” – Facility Maintenance
- f) Schedule “E-1” – Facility Maintenance Specifics
- g) Schedule “F” – Dispute Resolution Process
- h) Schedule “G” – School Site Guidelines
- i) Schedule “H” – Joint Use Times

## **3. TERM, REVIEW, AMENDMENT, WITHDRAWAL AND TERMINATION OF AGREEMENT**

- a) This Agreement shall come into force on the Effective Date and shall continue until it is terminated by the Parties as set out herein.
- b) This Agreement may be terminated as follows:
  - i. If at any time the *Municipal Government Act* and the *Education Act* no longer require joint use agreements, any Party may terminate this Agreement on one hundred twenty (120) days’ notice to the others; or
  - ii. This Agreement may be terminated with the consent of all Parties as a term of a replacement joint use agreement that meets any applicable requirements of the *Municipal Government Act* and the *Education Act*.
- c) This Agreement shall be reviewed at least every five (5) years, on or before the fifth anniversary of execution of this Agreement or the last review.
- d) If a Party to this Agreement determines that this Agreement is no longer meeting their interests, that Party may commence a review of this Agreement by giving the other Parties written notice, in which event the review process shall commence within 30 days of the date the last Party received the written notice.



- e) Reviews of this Agreement shall begin with a meeting of the Committee to discuss any changes requested by all Parties. Following such meeting, the Committee will report to the School Authorities and the Town, which report may include recommended amendments.
- f) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.
- g) No Party to this Agreement shall unilaterally withdraw or terminate this Agreement except as provided herein.
- h) Unless this Agreement is terminated as set out herein, until such time as an amended or replacement agreement comes into effect, this Agreement shall remain in effect.
- i) If that Party is not satisfied with the outcome of any review of this Agreement, that Party may engage the Dispute Resolution Process.

#### **4. CONSULTATION WITH OTHER MUNICIPALITIES**

- a) The Parties acknowledge that the School Authorities may operate outside of the Town and may have separate joint use agreements with other municipalities. Where appropriate, the Parties will reasonably consult with those other municipalities on an issue-by-issue basis as needed.
- b) The Parties may allow the use of Facilities by other municipalities from time to time under separate agreements provided they do not conflict with this Agreement.

#### **5. JOINT USE & PLANNING COMMITTEE**

- a) The parties shall establish the Joint Use and Planning Committee. The Committee shall consist of one (1) representative appointed by Christ The Redeemer School Division, one (1) representative appointed by Foothills School Division, and three (3) representatives appointed by the Town. Additional representatives from other school divisions operating within the Town of Okotoks can be added to the Committee as appropriate.
- b) The duties of the Committee shall be:
  - (i) Where possible and appropriate, sharing information regarding capital plans, population growth, demographic changes, growth and development, proposals for new development areas, changes to school attendance areas, school capacities and constraints and any other information required to carry out the provisions of this Agreement;
  - (ii) Meeting on a bi-annual basis or more frequently if required unless otherwise agreed to by all Parties to discuss any issues that may arise;
  - (iii) Working collaboratively to develop innovative strategies to develop Facilities which optimize the use of scarce resources including land, buildings and public funds;
  - (iv) Reviewing and making recommendations on the use and allocation of Reserve Lands in ASPs;

- (v) Providing input on proposed expenditures by the Town from the Reserve Account; and
- (vi) From time to time, addressing other items which are of mutual interest to the Parties.
- c) While reasonable efforts will be made to schedule Committee meetings when all representatives are available, quorum of the Committee shall consist of attendees from both of the two (2) School Authorities and at least one (1) representative from the Town.
- d) Members of the Committee may be reasonably accompanied at Committee meetings by administration, staff and/or resource personnel from their respective organizations as deemed necessary.
- e) Meetings of the Committee shall be public with meeting minutes recorded. If discussions are of a sensitive nature, relating to personnel, land matters or other more sensitive topics, the Committee has the option to go into closed session where information is not disclosed publicly.
- f) All decisions of the Committee shall require consensus of its members. If consensus cannot be achieved, instead of making a recommendation pursuant to this Agreement the Committee shall provide a report outlining the outcome of discussions.

#### **6. OPERATIONS AND IMPLEMENTATION OF ACTION ITEMS**

- a) Each Party shall ensure that it has sufficient staff or contractors with sufficient experience and qualifications to properly carry out that Party's obligations under this Agreement.

#### **7. FACILITY USE**

- a) The Parties shall make the Facilities available in accordance with the Facility Use Terms set out at Schedule D to this Agreement.
- b) The Town may, upon six (6) months' written notice to the other Parties, amend Schedule "A".
- c) Each of the School Authorities may, upon six (6) months' written notice to each of the other Parties, amend the applicable of Schedule "B" or "C".
- d) Notice of an amendment to Schedules "A", "B" or "C" shall include a written explanation of the change and the reason for the change, which may be shared with the public at the option of any or all of the Parties.
- e) The Parties shall maintain the Facilities in accordance with Schedule E and E-1 of this Agreement.

#### **8. ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES**

- a) The Town shall have regard to the School Site Guidelines in the design, size, layout and location of new school sites in the Town's boundaries. The Town shall consult with all School Authorities in the development of statutory plans to ensure school sites are being identified on an as-needed basis.

- b) Prior to submitting an application for an ASP, the Town shall encourage land developers to meet with the Committee to share information regarding the proposal, gain an understanding of the Parties' needs, and to discuss opportunities for co-locating schools, parks and recreation facilities with the aim to optimize the use of limited Reserve Lands.
- c) Prior to approving a new ASP or an amendment to an ASP which will impact the provision of Reserve Lands, the Town shall circulate the draft plan to each School Authority for comment. The School Authorities or any of them may call a meeting of the Committee to discuss the proposal. It is the responsibility of the School Authorities to provide comments within the timelines stipulated on the circulation.
- d) There shall be no pre-allocation of School Sites to any School Authority nor shall School Sites be identified as available to only one School Authority in any ASP.
- e) Proposed allocation of an available School Site shall be made by the Committee once the need to construct a new school has been identified as a priority in the next 3-5 years. If construction on a School Portion associated with an allocated School Site has not commenced within five (5) years of the School Site being allocated to a School Authority, the Committee shall review the School Site as to whether it should be reallocated.
- f) If there are competing claims between two (2) or more School Authorities for one available School Site, the relevant School Authorities shall, at their own cost, resolve the question of School Site allocation between themselves using, if necessary, the Dispute Resolution Process.
- g) The School Authorities acknowledge that Reserve Land dedication at the time of subdivision is also used to address the open space needs of the Town and the Reserve Land or cash-in-lieu of Reserve Land dedication shall be divided by the Town between School Sites and open space or other reserve uses for the Town having regard to the applicable ASP and other planning documents of the Town.
- h) In the event that a School Site identified in an ASP is required prior to such site being created through the subdivision process, the Town may approach the owner of the land containing the planned School Site about providing the site earlier than originally expected through a pre-dedication process. The School Authority requiring the School Site may financially assist the Town with such acquisition; however, in all dealings with the owner(s) of the land, the Town shall be present and lead the discussions. Nothing in this clause shall obligate the Town to purchase or expropriate lands.
- i) Subdivision applications within the Town shall be referred to each School Authority in accordance with the requirements of the *Municipal Government Act*.

## **9. SERVICING AND DEVELOPMENT OF SCHOOL SITES**

- a) All School Portions shall be serviced to the property line prior to transfer to a School Authority. Such servicing shall consist of: water, wastewater, storm drainage, natural gas, roads and sidewalks in accordance with the *Municipal Government Act (MGA)*.



## **10. FACILITY AND SITE SPECIFIC AGREEMENTS**

- a) Some or all of the Parties may from time to time create a shared site and/or facility to better accommodate their needs, in which event those Parties shall prepare a separate agreement specific to that site and/or facility. This shall not be used to avoid the Parties' obligations under this Agreement.

## **11. TRANSFER OF SCHOOL SITE**

- a) All Reserve Land intended to accommodate a School shall initially be dedicated as municipal reserve and be owned by the Town. The Town shall then transfer the School Portion of Reserve Land to the applicable School Authority once:
  - i. The School Authority has an identified need for the School Site;
  - ii. The School Authority has approval of the funding for the design of the school on that School Site;
  - iii. The School Authority has submitted a complete application for a development permit for the school to the Town; and
  - iv. The School Portion has been subdivided from the other Reserve Land for registration as school reserve with Land Titles (this subdivision may be registered concurrently with the transfer).
- b) All costs associated with the transfer of the School Portion to a School Authority shall be paid by the Town. This shall include the costs of any required subdivision and registration of required plans and documents at Land Titles.
- c) All development and building permit costs are to be paid for by the School Authority applying for approval of development of a new school.
- d) A School Authority developing a new school shall not commence any work on the School Portion or any Town lands except with the prior written consent of the Town. If the School Authority does commence such work before the School Authority holds title to the School Portion, or if the School Authority proposes to carry out any work on lands owned by the Town, the School Authority shall do so in accordance with Town requirements and consent of the Town.

## **12. DISPOSAL OF SURPLUS SCHOOL SITES**

- a) If a School Authority concludes that it no longer requires Reserve Land, it shall notify the other Parties. The Parties shall cause the Committee shall meet within thirty (30) days to discuss whether that Reserve Land is required by any other School Authorities. Within sixty (60) days after such meeting, the other School Authorities shall determine if they require that Reserve Land.
- b) If the surplus Reserve Land is required by one of the other School Authorities, the Reserve Land shall be transferred to that other School Authority. The consideration for such transfer shall be one dollar (\$1.00).

- c) If the surplus Reserve Land is required by more than one of the other School Authorities, those School Authorities shall resolve the matter between themselves directly, and any dispute between those School Authorities shall be resolved through the Dispute Resolution Process.
- d) In the event that the Reserve Land is not needed by any School Authority, the School Authority in possession of the Reserve Land transfer the Reserve Land to the Town. The consideration for such transfer shall be one dollar (\$1.00).
- e) The School Authority shall provide to the Town all available information regarding the Reserve Land and facilities on the surplus Reserve Land, including any potential presence and nature of any hazardous substances, at the time that the Reserve Land is transferred to the Town.
- f) Except where the Town has directed that any buildings on the surplus Reserve Land are to be retained, the School Authority shall remove all buildings and improvements on the Reserve Land prior to transferring such land. Such land shall be graded to level and where fill is used, clean fill shall be required, and such lands shall be left in a clean and safe condition compliant with all Town bylaws of general application respecting the condition of properties within its boundaries. Subject to the foregoing, the Town shall take the surplus Reserve Land as is, where is, including all buildings and improvements on the Reserve Land which the Town has agreed are to remain, except that the School Authority shall indemnify and hold harmless the Town from and against any fines, penalties, remediation costs or other costs arising as a result of any hazardous substances that were released onto that land while it was owned by the School Authority.

### **13. CASH-IN-LIEU RESERVE ACCOUNT**

- a) Prior to expending any funds from the Reserve Account, the Town shall provide the Committee with a reasonable opportunity to provide comment. Nothing in this Agreement or in the Town's obligation to provide the Committee with an opportunity to provide comment shall fetter the discretion of the Town with respect to the use of the Reserve Account in accordance with the *Municipal Government Act*.

### **14. DISPUTE RESOLUTION**

- a) Any disputes between the parties regarding whether a particular Facility may be used for a particular purpose on a particular date shall be resolved by the Committee, whose decision in that regard shall be final and binding on the parties.
- b) The Parties agree to follow the Dispute Resolution Process outlined in Schedule "F" for all other disputes except those specified in subsection a) above.

### **15. APPLICABLE LAWS**

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

### **16. INTERPRETATION**

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

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

#### **17. TIME OF THE ESSENCE**

- a) Time is to be considered of the essence of this Agreement.

#### **18. ENTIRE AGREEMENT**

- a) This Agreement constitutes the entire agreement between the parties with respect to the matters set out herein, and shall supersede any prior or concurrent negotiations, representations, understandings or agreements. This Agreement shall not be amended except in writing signed by all parties.

#### **19. 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 or 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.

#### **20. NON-STATUTORY WAIVER**

- a) The Town is 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 Town 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 Town, 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 Town, its Council, its officers 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 and agents of a municipal government.
- b) Each School Authority in entering into this Agreement is doing so in its capacity as a school board/district and not in its capacity as 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 School Authority 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 School Authority , 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 School Authority , its Board of Trustees, its officers, servants or agents in the full exercise of any and all power and duties vested in them in their respective capacities as a school board and as the officers, servants and agents of a school board.



## **21. 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.

## **22. FORCE MAJEURE**

- a) A force majeure shall mean any event causing a *bona fide* delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either Party, or a person not at arm's length with such Party, resulting from:
  - i. an inability to obtain materials, goods, equipment, services, utilities or labour;
  - ii. any statute, law, bylaw, regulation, order in council, or order of any competent authority other than none 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;
  - v. an act of god; or
  - vi. a public health emergency, including but not limited to an emergency related to the COVID-19 pandemic.
- b) No Party shall be liable to the other Parties for any failure to comply with the terms of this Agreement if such failure arises due to a force majeure event.

## **23. INSURANCE**

- 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 of not less than five million dollars (\$5,000,000.00), which shall include:

1. 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; 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 as required by this Agreement.

## **24. RISK AND INDEMNIFICATION**

- a) Each Party agrees that it is using the Facilities at its own risk. The Party using the Facility shall be responsible for determining whether the Facility is suitable for the intended purpose, and the Party whose Facility is being used makes no representations or warranties respecting the Facility, its condition, or its suitability for any purpose.
- b) Each Party shall indemnify and hold harmless the other Parties including their employees, officials, officers, directors, volunteers, agents and contractors from and against any claims or damages arising from that Party's use of any of the Facilities, including any claims or damages arising from such use for personal injury or illness (including death) and property damage.
- c) No Party shall allow any Facility to be damaged during its use of such Facility, and each party shall leave the Facility in the same condition as when they commenced use, except reasonable wear and tear. In the event of any damage to a Facility, the Party responsible for the damage to the Facility shall reimburse the Party that owns the Facility for all repairs, replacements, and any other costs in association with such damage.
- d) Notwithstanding subsections a), b) and c) above, each Party shall indemnify and hold harmless the other Parties including their employees, officials, officers, directors, volunteers, agents and contractors from and against any and all penalties, losses, damages, claims, actions or causes of action arising as a result any negligence, willful misconduct or breach of this Agreement by the indemnifying Party or any person for whom the indemnifying Party is responsible at law.
- e) No Party shall allow, bring or permit any hazardous substance (as defined in any applicable environmental legislation) into any Facilities belonging to any other Party except with the owning Party's prior written consent, such consent to be in that Party's sole discretion. Regardless of such consent, the Party allowing, bringing or permitting the hazardous substance shall be solely responsible for such substance and shall indemnify and hold harmless the owning Party from and against any and all penalties, remediation costs, losses, damages, claims, actions or causes of action in respect of such hazardous substance.
- f) For clarification, the Town is providing booking services only with respect to the use of School Facilities by User Groups. Where the Town coordinates such a booking, this shall not constitute a

use of those Facilities by the Town unless the booking is for use of the Facility by the Town itself, and the Town shall not be responsible for any damages caused or claims brought in respect of use of School Facilities by User Groups.

## **25. 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.

## **26. SUCCESSORS**

- a) The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Town and the School Authorities.

## **27. CONFIDENTIALITY**

- a) The Parties agree that any information obtained about one another which is not publicly available information shall be kept confidential and shall not be disclosed except with the consent of the Party to whom the information belongs or as required by law.

## **28. SURVIVAL OF TERMS**

- a) The indemnities and those other clauses which by their nature are intended to survive the termination or expiry of this Agreement shall survive such termination or expiry.

## **29. NOTICES**

- a) All notices pursuant to this Agreement shall be in writing and shall be provided to the Parties by registered mail or email to the addresses shown below:

THE BOARD OF TRUSTEES OF THE FOOTHILLS SCHOOL DIVISION  
129 4<sup>th</sup> Ave SW #300  
High River, Alberta T1V 1M7  
Attention:  
Email:

THE BOARD OF TRUSTEES OF THE CHRIST THE REDEEMER CATHOLIC SEPARATE  
SCHOOL DIVISION  
301-23 Riverside Drive, Box 1318  
Okotoks, Alberta T1S 1B3  
Attention:  
Email:

TOWN OF OKOTOKS  
5 Elizabeth Street  
Okotoks, Alberta T1S 2C1  
Attention: Elaine Vincent, CAO  
Email: [evincent@okotoks.ca](mailto:evincent@okotoks.ca)



- b) Notices provided by registered mail shall be deemed received seven (7) days after posting, except in the event of an interruption in general postal service. Notices provided by email shall be deemed received the next business day after sending.
- c) The Parties may change their addresses for notices at any time during this Agreement on notice to the others.

[Remainder of page deliberately blank, signatures on following page]

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

A handwritten signature in blue ink, appearing to read "Vincent", written over a horizontal line.

CAO, Town of Okotoks

A handwritten signature in blue ink, consisting of several horizontal strokes, written over a horizontal line.

Superintendent, Foothills School Division

A handwritten signature in dark red ink, appearing to read "Theresa Leford", written over a horizontal line.

Board Chair, Foothills School Division

A handwritten signature in black ink, appearing to read "A. Kolarik", written over a horizontal line.

Superintendent, Christ the Redeemer Catholic School Division

A handwritten signature in blue ink, appearing to read "Keenan", written over a horizontal line.

Board Chair, Christ the Redeemer Catholic School Division

## Schedule "A" – Municipal Facility Details

### A. Indoor Facilities

<b>Name of Facility</b>	<b>Address of Facility</b>	<b>Description of Facility and Amenities</b>	<b>Rental Rate</b>
Centennial Arenas		Green and Gold Arenas, National, Olympic and Provincial Rooms	As per Fees, Rates and Charges Bylaw
Foothills Centennial Centre		Keith Hall (Mesken Room, Smith Hall- includes a stage, theatre lighting and sound equipment, Woods Room) Rotary Room, Commercial Kitchen	As per Fees, Rates and Charges Bylaw
Okotoks Recreation Centre		Gymnasium, Murray and Piper Arenas, Aquatics Centre-Swindells and Riley Minue Pools, Curling Rink (available as per operating agreement with Okotoks Curling Club), Community, Lecture and Board Rooms.	As per Fees, Rates and Charges Bylaw
Okotoks Museum & Archives		Studio	As per Fees, Rates and Charges Bylaw
RPAC		Theatre, Community Room	As per Fees, Rates and Charges Bylaw
Environmental Education Center		Classroom and meeting space	As per Fees, Rates and Charges Bylaw
Council Chambers		Council Chambers	As per Fees, Rates and Charges Bylaw



## B. Outdoor Facilities

Name of Facility	Address of Facility	Description of Facility and Amenities	Rental Rate
Air Ranch		1 playing Field and 1 ball diamond	As per the Town of Okotoks Fees, Rates and Charges Bylaw
Bill Robertson Park		Three playing fields, Bill Robertson Ball Diamond, Conrad Field (ball diamond), beach volleyball courts	As per the Town of Okotoks Fees, Rates and Charges Bylaw
Cimarron Park		Picnic shelter	As per the Town of Okotoks Fees, Rates and Charges Bylaw
Drake Landing Playing Fields		Upper and Lower Playing Fields (2)	As per the Town of Okotoks Fees, Rates and Charges Bylaw
Ethel Tucker Centennial Park		Arts and Learning Campus greenspace and Plaza	As per the Town of Okotoks Fees, Rates and Charges Bylaw
Kinsmen Park		1 large playing field	As per the Town of Okotoks Fees, Rates and Charges Bylaw
Laudan Park		1 Ball Diamond	As per the Town of Okotoks Fees, Rates and Charges Bylaw
Olde Towne Okotoks		Plaza	As per the Town of Okotoks Fees, Rates and Charges Bylaw
Okotoks Recreation Centre-Wylie Athletic Park		2 ball diamonds, outdoor spray park, outdoor skating rink	As per the Town of Okotoks Fees, Rates and Charges Bylaw
Rotary Park		Amphitheatre	As per the Town of Okotoks Fees, Rates and Charges Bylaw
Sheep River Park		18-hole disc golf course, picnic shelter	As per the Town of Okotoks Fees, Rates and Charges Bylaw
Tower Hill		Tennis Courts	As per the Town of Okotoks Fees, Rates and Charges Bylaw
Wilson Park		Bob Anderson Pickleball Courts	As per the Town of Okotoks Fees, Rates and Charges Bylaw
Community Sports Arena		Outdoor rink	As per the Town of Okotoks Fees, Rates and Charges

## Schedule "B" – School Facility Details (Foothills School Division)

### A. Indoor Facilities

Name of Facility	Address of Facility	Description of Facility and Amenities	Rental Rate
Big Rock School		1 gymnasium, common area	As determined by the Town and School Divisions
Dr. Morris Gibson School		1 gymnasium	As determined by the Town and School Divisions
Ecole Okotoks Junior High		2 gymnasiums	As determined by the Town and School Divisions
Ecole Percy Pegler School		1 gymnasium	As determined by the Town and School Divisions
Ecole Secondaire Foothills Composite High School/AHSFA		1 large gymnasium, 1 small gymnasium, several classrooms,	As determined by the Town and School Divisions
Meadow Ridge School		1 large gymnasium	As determined by the Town and School Divisions
Westmount School		1 gymnasium	As determined by the Town and School Divisions

### B. Outdoor Facilities

Name of Facility	Address of Facility	Description of Facility and Amenities	Rental Rate
Big Rock School		1 Ball diamond, 1 multipurpose playing field	As per Fees, Rates and Charges bylaw
Dr. Morris Gibson School		1 Playing field	As per Fees, Rates and Charges bylaw
Ecole Okotoks Junior High		1 Ball diamond, 1 multipurpose playing field (dual uprights), asphalt running track	As per Fees, Rates and Charges bylaw
Ecole Percy Pegler School		1 ball diamond, 1 small playing field	As per Fees, Rates and Charges bylaw

Ecole Secondaire Foothills Composite High School/AHSFA		1 ball diamond, 2 playing fields, 2 multipurpose playing fields (dual uprights)-one with lights.	As per Fees, Rates and Charges bylaw
Meadow Ridge School		1 multipurpose playing field (dual uprights)	As per Fees, Rates and Charges bylaw
Westmount School		1 ball diamond, 1 playing field	As per Fees, Rates and Charges bylaw



**Schedule "C" – School Facility Details (Christ the Redeemer School Division)**

**A. Indoor Facilities**

<b>Name of Facility</b>	<b>Address of Facility</b>	<b>Description of Facility and Amenities</b>	<b>Rental Rate</b>
Ecole Good Shepherd School		1 gymnasium	As determined by the Town and School Divisions
Holy Trinity Academy High School		1 large gymnasium, music room	As determined by the Town and School Divisions
St. Mary's School		1 gymnasium	As determined by the Town and School Divisions
St. John Paul II School		1 gymnasium, commons	As determined by the Town and School Divisions

**B. Outdoor Facilities**

<b>Name of Facility</b>	<b>Address of Facility</b>	<b>Description of Facility and Amenities</b>	<b>Rental Rate</b>
Ecole Good Shepherd School		2 ball diamonds, 1 multipurpose playing field (dual uprights)	Fees, Rates & Charges Bylaw
Holy Trinity Academy High School		1 athletics track and 1 multipurpose field	Fees, Rates & Charges Bylaw
St. Mary's School		1 ball diamond, 1 playing field	Fees, Rates & Charges Bylaw
St. John Paul II School		1 ball diamond, 1 multipurpose playing field (dual uprights)	Fees, Rates & Charges Bylaw

## **Schedule "D" – Facility Use Terms**

### **1. Interpretation**

In addition to the defined terms in the Agreement, the following definitions shall apply in this schedule when capitalized:

- a) **"Operational Days"** means the days that School Facilities or the property with which they are associated are used or intended to be used for instructional purposes. Each School Authority shall notify the other Parties of its Operational Days on or before March 1 of each calendar year;
- b) **"School Hours"** means the period from 7:00am to 4:00pm on Operational Days, Okotoks time, or such other times as may be agreed between the Parties, acting reasonably; and
- c) **"User Groups"** means groups that are registered with the Town as set out below, and for clarification User Groups may include groups established, sponsored or created by any of the Parties from time to time.

### **2. Availability of School Facilities**

- a) The School Facilities will be available for booking as follows:
  - i. During School Hours, these Facilities may only be booked with approval by the School Authority, which will be in the School Authority's discretion; and
  - ii. Outside of School Hours, these Facilities will be available for booking by User Groups during all Joint Use Times except the blackout dates specified below.
- b) The School Authorities will notify the Town of any blackout dates on which their Facilities will not be available. This notice shall be given by June 15<sup>th</sup> for September through December and by November 15<sup>th</sup> for January through June.
  - a. Outdoor facilities should be fully available during the summer months
  - b. Indoor facilities can be requested by special request through the Board
- c) The School Authorities recognize the significant financial investment provided by the Town for upgrading and maintaining outdoor School Facilities and shall make reasonable efforts to limit school events using these spaces outside of School Hours to maximize availability of these Facilities for use by User Groups.

### **3. Availability of Municipal Facilities**

- a) The Municipal Facilities will be available for booking on regular operating days during the Joint Use Times specified in this Agreement.

### **4. Unavailability of Facilities**

- a) The Parties will provide as much notice as is reasonably practicable if the booking of any Facilities needs to be changed or cancelled due to repairs, maintenance, or that Party's own operational requirements. No Party will be liable to the others for such a change or cancellation.

### **5. Cost of School Facility Usage**

- a) The costs payable for the use of School Facilities will be the rental fees as set out in Schedules "B" and "C" of this Agreement as applicable, as amended from time to time. The School Authorities shall be entitled to retain 100% of the rental fees.
- b) When booking School Facilities, the Town will charge an administrative fee which will be 10% of the rental fee, and the Town shall be entitled to retain that administrative fee.

### **6. Cost of Municipal Facility Usage**

- a) The costs payable for the use of Municipal Facilities will be the rental fees as set out in Schedule "A" of this Agreement, as amended from time to time.

### **7. User Groups**

- a) The Town will maintain a registry of User Groups which will include the group's name, contact person for the group, and the type of group based on the priorities described below. The Parties acknowledge that this information is collected from the groups directly and the Town is not

responsible for the accuracy of this information, and that the Town is not responsible for vetting the User Groups in any way.

#### **8. Booking of Facilities**

- a) The Town will be responsible for scheduling the use of Facilities in accordance with the terms of this Agreement. The Town will require all User Groups booking Facilities to sign a rental agreement prior to their booking date.
- b) The School Authorities may have priority booking of outdoor playfield Municipal Facilities before such Facilities are open to other User Groups. Such booking for School Authorities will be on a first come – first served basis outside of School Hours by making a written request to the Town no later than February 15<sup>th</sup> for March to June and June 15<sup>th</sup> for September to December. After those dates booking of outdoor playfield Municipal Joint Use Spaces will be open to User Groups, and booking by the School Authorities will be subject to regular availability.
- c) The Town will generally book Facilities on a first come – first served basis. Where it is practical to do so, the Town will apply the following priorities:
  - i. School Facilities:
    - 1) School Authority sponsored programs
    - 2) Town sponsored programs (including programs sponsored by community services of the Town)
    - 3) Foothills Continuing Education programs
    - 4) Non-profit leisure/learning/recreation youth groups where the majority of participants reside within the boundaries of the School Authority's division
    - 5) Non-profit leisure/learning/recreation adult groups where the majority of participants reside within the boundaries of the School Authority's division
    - 6) Other non-profit groups (including service clubs and religious groups) where the majority of participants reside within the boundaries of the School Authority's school attendance area
    - 7) Post Secondary Educational Institutions (colleges, universities, etc.)
    - 8) Non-profit groups where the majority of participants reside outside of the boundaries of the School Authority's school attendance area but within the School Authority's division
    - 9) Private groups (political parties, family gatherings, etc.)
    - 10) For-profit groups
  - ii. Municipal Facilities:
    - 1) Town sponsored programs (including programs sponsored by community services of the Town)
    - 2) School Authority sponsored programs
    - 3) Foothills Continuing Education programs
    - 4) Non-profit leisure/learning/recreation youth groups where the majority of participants reside within the boundaries of the Town
    - 5) Non-profit leisure/learning/recreation adult groups where the majority of participants reside within the boundaries of the Town
    - 6) Other non-profit groups (including service clubs and religious groups) where the majority of participants reside within the boundaries of the Town
    - 7) Post Secondary Educational Institutions (colleges, universities, etc.)
    - 8) Non-profit groups where the majority of participants reside outside of the Town



9) Private groups (political parties, family gatherings, etc.)

10) For-profit groups

- d) For clarification, in the above priority lists, non-profit groups include charities, groups registered under the *Societies Act*, and other groups which operate on what is generally understood as being on a not-for-profit basis.
- e) The Town shall notify the School Authorities that their Facilities have been booked on an as-needed basis.
- f) Notwithstanding any other provision of this Agreement, any Party may refuse to allow the booking of their Facility for a particular purposes provided that such refusal is lawful. In the event of such a refusal, the refusing Party shall notify the Town in writing within ten (10) days. Any of the Parties may appeal such a refusal to the Committee whose decision on this issue shall be final and binding on the Parties.

**9. Supervision**

- a) The School Authorities are responsible for supervising participants when using Municipal Facilities.
- b) The Town is responsible for supervising participants when using School Facilities.
- c) When User Groups other than the School Authorities or Town are using School Facilities, the User Groups are responsible for supervision of their own participants.
- d) If applicable laws require specialized supervision at any Municipal Facilities or if the Town determines that such supervision is appropriate (ex. lifeguards at pools), the Town will provide such supervision and may charge a reasonable fee to the School Authority or other User Group for that purpose.

## **Schedule "E" – Facility Maintenance**

### **Indoor Facilities**

Each Party shall maintain all of its indoor Facilities at its own cost, including any necessary repairs or replacements except as otherwise expressly stated in this Agreement.

### **Outdoor Facilities**

Each Party shall perform maintenance in accordance with table E-1 below, including any necessary repairs or replacements. Where table E-1 does not specify which Party is responsible for a particular improvement or area:

- a. The Town will be responsible for maintenance of the lands and improvements in areas designated Municipal Reserve (MR) or Municipal and School Reserve (MSR); and
- b. The relevant School Authority will be responsible for maintenance of the lands and improvements in areas designated School Reserve (SR).

### **Maintenance Standards**

Each Party shall perform all maintenance, repair and replacement work in a good and workmanlike manner, according to applicable laws, and to an appropriate standard having regard to the nature of the Facility and the standards generally accepted for comparable facilities in the Okotoks region.

Figure E-1

FIELD	HOWARD PARK		BIG ROCK		MORRIS GIBSON		PERCY PEGLER		OJHS		WESTMOUNT		ST. MARY'S		JOHN PAUL II		GOOD SHEPHERD		ECOLE BEAUSOLEIL	
Item	FSD	TOWN	FSD	TOWN	FSD	TOWN	FSD	TOWN	CRC	TOWN	FSD	TOWN	CRC	TOWN	CRC	TOWN	CRC	TOWN	CRC	TOWN
MOWING (SR)	X		X		X		X		X		X		X		X		X		X	
MOWING (MSR)	X <sup>2</sup>	X		X	X	X <sup>1</sup>		X		X <sup>3</sup>	X	X	X	X <sup>1</sup>		X		X		X
SOD REPAIRS		X <sup>1</sup>		X <sup>1</sup>		X <sup>1</sup>		X <sup>1</sup>		X <sup>3</sup>	X	X		X <sup>1</sup>		X <sup>1</sup>		X <sup>1</sup>		X <sup>1</sup>
IRRIGATION - maintenance	X	X <sup>1</sup>	X	X <sup>1</sup>	X	X <sup>1</sup>		X <sup>1</sup>	X	X <sup>1</sup>		X	X	X <sup>1</sup>	X	X <sup>1</sup>	X	X <sup>1</sup>	X	X <sup>1</sup>
IRRIGATION - cost of water	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
CULTURAL TURF WORKS		X <sup>1</sup>		X <sup>1</sup>		X <sup>1</sup>		X <sup>1</sup>		X <sup>1</sup>		X		X <sup>1</sup>		X <sup>1</sup>		X <sup>1</sup>		X <sup>1</sup>
SPRING CLEAN UP - TURF		X		X		X						X		X		X		X		X
LITTER	X		X		X		X		X		X		X		X		X		X	
SHALE MAINTENANCE		X		X				X		X		X		X		X		X		X
PEST CONTROL	X	X <sup>4</sup>	X	X <sup>4</sup>	X	X <sup>4</sup>	X	X <sup>4</sup>	X	X <sup>4</sup>	X	X	X	X <sup>4</sup>	X	X <sup>4</sup>	X	X <sup>4</sup>	X	X <sup>4</sup>
PLANT BEDS	X	X <sup>4</sup>	X		X		X		X		X	X	X		X		X		X	
PRUNING & TREE WATERING	X	X <sup>4</sup>	X		X		X		X		X	X	X		X		X	X <sup>4</sup>	X	X <sup>4</sup>
FENCES/BOLLARDS/GATES	X <sup>2</sup>	X <sup>4</sup>	X	X <sup>4</sup>	X		X		X		X	X	X		X		X	X <sup>4</sup>	X	X <sup>4</sup>
GARBAGE RECEPTACLES	X	X <sup>1</sup>	X	X <sup>1</sup>	X	X <sup>1</sup>	X	X <sup>3</sup>	X	X <sup>1</sup>	X	X <sup>1</sup>	X	X <sup>1</sup>	X	X <sup>1</sup>	X	X <sup>1</sup>	X	X <sup>1</sup>
WASHROOMS		X						X		X								X		
FIELD LIGHTING	X																			
TOWN SIGNAGE		X		X		X		X		X		X		X		X		X		X

<sup>1</sup> Town performs on sports fields only

<sup>2</sup> FSD solely for the south football field

<sup>3</sup> Track field and Wylie Park only

<sup>4</sup> MSR only



## **Schedule "F" – Dispute Resolution Process**

### **Step 1: Notice of Dispute**

1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter(s) under dispute to the other Parties.
2. During the dispute resolution process, 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, the Committee shall meet to attempt to negotiate a resolution of the dispute.
4. During this meeting, the Committee may also discuss the Parties' expectations related to the process and schedule of meetings, the approach to addressing media inquiries, and the need to obtain Council and Board ratification of any resolution that is proposed.
5. During the negotiation process the Parties shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions. The Parties shall attempt to craft a solution to the identified issue(s) by seeking to advance the interests of all Parties. The Parties 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 41 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. If the Parties cannot agree to the selection of a mediator, the Parties shall move to Step 4 (Arbitration).
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's 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 commence to arbitration within 30 calendar days of receipt of the mediator's report, including appointing an arbitrator within that time. Such arbitration shall be conducted by a single arbitrator. The arbitration shall take place at Okotoks, Alberta unless another location is agreed between the parties. The language of the arbitration shall be English.
13. If the Parties agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the Parties do not 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 the arbitrator.
14. If the Parties cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to a Court of competent jurisdiction to appoint an arbitrator within 30 calendar days of the expiry of the time period in clause 12.
15. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*. The arbitrator shall further be entitled to direct exchange of documents and make other procedural directions to facilitate the arbitration process.
16. The Parties agree that they will each be responsible for the cost of their own legal counsel and other costs in preparing their respective cases for arbitration. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and administrative costs associated with the arbitration process must be shared equally between the Parties.
17. The decision of the arbitrator shall be final and binding on the Parties.

### Schedule "G" – School Site Guidelines

The parameters contained in this Schedule shall be applied when planning future School Sites within the Town of Okotoks.

#### Size of Site

The size of School Sites to be included in the Municipality's plan shall be based on the types of schools needed over the long term and the grade configurations and minimum design for student capacity per school used by each School Authority.

School Type	Grade Configuration	Design Capacity (Number of Students)	Land for School Portion	Land for Playing Fields	Total Land needed	Collector Street Frontage (for bus and vehicular pick-up/drop-off)
Elementary	K-6	400-800	4 acres	6 to 7 acres	10-11 acres	144m
Elementary/Middle	K-9	500-1,000	5 acres	6 to 7 acres	11 to 12 acres	144m
Middle	6-9	500-800	5 acres	6 to 7 acres	11 to 12 acres	144m
Junior/Senior High	7-12	500-1,000	7 acres	7 to 8 acres	14 to 15 acres	144m
High School	10-12	600-1500	7-10 acres	8-10 acres	15-20 acres	144m
K-12 School	K-12	600-800	7 acres	7 acres	14-15 acres	144m

The acreage guidelines outlined in the tables above are approximate. The land required may vary depending on School Site location, configuration, natural vegetation, special site conditions, setbacks, or shared facilities adjacent to the School Site.

Each School Site shall be of adequate size to meet the initial and future expansion needs of the school.

#### Municipal Development Plan

All school site planning policies and design considerations outlined in the Town of Okotoks Municipal Development Plan should be incorporated into the overall site design of future School Sites.

#### Multi-Storey Schools

School buildings are strongly encouraged to be multi-storey (2-3 storeys minimum) and maximize efficient use of land. Although the School Site sizes above are approximate, the Town encourages more compact School Sites that maximize land efficiencies while integrating holistically into the overall



neighbourhood context. One-storey schools are strongly discouraged, except in exceptional circumstances at the discretion of the Development Authority.

#### **Joint-Use Facilities & Shared Sites**

Joint-use facilities and shared facilities between the different School Authorities and the Town are strongly encouraged.

When school sites are identified for potential Joint Use Sites at the ASP stage, site sizes should be anticipated to be larger than the above ranges to provide for the additional uses.

#### **Site Shape and Configuration**

Each School Site shall have a core area that is generally rectangular in shape. Site shapes that consist of curves, triangular areas or narrow spaces shall be avoided.

#### **Frontage along a Public Street**

Where possible, each School Site shall have frontage along two public streets that intersect at a corner of the site. The frontage along public streets should be a minimum of 144m.

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

#### **Accessible to Multi-Modal Access**

Each School Site shall be located on a street capable of accommodating school bus traffic and private automobile traffic related to the school.

Each School Site shall have onsite pedestrian connections to any pedestrian network linking the School Site to the surrounding community.

Each School Site shall accommodate bicycle access and on-site bicycle parking facilities.

#### **Site Topography and Soil Conditions**

Each School Site shall have geo-technical and topographic conditions that are suitable for the construction of a large building. This includes suitable soil conditions for foundations, no known contaminants and generally level terrain.

#### **Flexibility for Design**

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

School site design at the ASP stage should be reviewed against all provincial requirements such as the School Site Readiness Checklist.

### Schedule "H" – Facility Joint Use Times Available

Facility Type	Potential Available Times on School Operational Days*	Potential Available Times on School Non-Operational Days*
Elementary School (K-6) (indoor)	5:00 pm-10:00 pm	7:00 am-10:00 pm
Junior High (7-9) (indoor)	5:00 pm-10:00 pm	7:00 am-10:00 pm
Kindergarten-Gr. 9 (indoor)	5:00 pm-10:00 pm	7:00 am-10:00 pm
High School (10-12) (indoor)	5:00 pm-10:00 pm	7:00 am-10:00 pm
CTR -all schools (on Fridays with early dismissal)	2:30:00 pm-10:00 pm	
Playing Fields and multipurpose courts/facilities on School Sites for Community Use (outdoor)	4:00 pm-10:00 pm (check-in before 5:30PM with Divisions)	6:00 am-10:00 pm
Municipal Facilities for School use (indoor and outdoor).	Regular school hours as determined annually by the School Divisions.	As per Operating Guidelines, depending on facility availability.

\*The School Divisions shall designate the days of availability for each school site facility, within the times specified above, unless otherwise agreed upon between the Town and a specific school and/or School Division and is subject to seasonal changes.