



CITY COUNCIL AGENDA REPORT

**Subject: SCHOOL SITE ALLOCATION AGREEMENT
AMENDMENT – OAKMONT SCHOOL SITE**

Recommendation(s)

1. That the Mayor be authorized to sign the First Amendment to School Site Allocation Agreement, provided as Attachment 1 to the November 23, 2015 agenda report entitled “School Site Allocation Agreement Amendment – Oakmont School Site”, and that the Amending Agreement be forwarded to the respective School Districts for ratification.

Purpose of Report

The Catholic School Board had submitted a letter to the parties of the School Site Allocation Agreement confirming that the grandfathered clause within the agreement pertaining to the Oakmont School Site could be removed.

Council Direction

On February 17, 2015 Council passed the following motion:

(C94-2015)

That the proposed amended School Site Allocation Agreement in Attachment 2 be approved, and that Council direct the Mayor to sign the agreement on behalf of the City, and circulate to the School Boards for ratification.

Background and Discussion

The new School Site Allocation Agreement was signed by all parties to the agreement on June 15, 2015. The request to remove the Oakmont School Site from the agreement was provided before the new agreement took effect however was missed in the amendment process. Therefore it is requested that Council officially remove the section pertaining to the Oakmont School Site from the agreement. The amending document included as Attachment 1 to this report, if executed as recommended, will have the effect of removing the Oakmont site pre-allocation from the agreement.

Stakeholder Communications or Engagement

All three School Districts have agreed in principle to this amendment to the agreement.

Implications of Recommendation(s)

- a) Financial: none at this time
- b) Legal / Risk:
Executing the proposed amendment reflects the intent of the Catholic School District in regard to the Oakmont site.
- c) Program or Service: none at this time
- d) Organizational: none at this time

Alternatives and Implications Considered

If Council does not wish to support the recommendation, the following alternatives could be considered:

1. That the City rely on the notice letter from the Catholic School Board as a binding commitment to release the Oakmont School Site from grandfather status. This option is not recommended since the letter was issued while the former version of the agreement was still in place. As noted above, the new version of the agreement contains the Oakmont site pre-allocation.

Strategic Connections

- a) Council's Strategic Outcomes and Priorities (See Policy C-CG-02)
 - CULTIVATE A SAFE, HEALTHY AND INCLUSIVE COMMUNITY: A community that provides opportunities for everyone to realize their potential in a thinking, caring and connected way.
- b) Long Term Plans (e.g. MDP, Social Master Plan, Cultural Master Plan, etc.) – N/A
- c) Corporate Objectives (See Corporate Business Plan) – N/A
- d) Council Policies – N/A
- e) Other Plans or Initiatives (Business Plans, Implementation Strategies, etc.) – N/A

Attachment(s)

1. First Amendment to School Site Allocation Agreement
2. School Site Allocation Agreement dated June 15, 2015

Originating Department(s):	<i>City Manager's Office</i>		
Author(s):	<i>Patrick Draper, City Manager</i>		
General Manager Approval:	<i>n/a</i>		
City Manager Signature:		Date:	

FIRST AMENDMENT TO SCHOOL SITE ALLOCATION AGREEMENT
(“First Amending Agreement”)

BETWEEN:

THE CITY OF ST. ALBERT
and
THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 734
and
THE REGIONAL AUTHORITY OF THE GREATER NORTH CENTRAL FRANCOPHONE EDUCATION
REGION NO. 2
and
ST. ALBERT PUBLIC SCHOOL DISTRICT NO. 5565

WHEREAS:

- A. the Parties executed the School Site Allocation Agreement (“Original Agreement”) effective June 15, 2015;
- B. the Parties wish to amend the Original Agreement to delete the pre-allocation of the Oakmont site,

NOW THEREFORE the Parties agree as follows:

- 1. Terms used in this First Amending Agreement shall have the same meanings as prescribed by the Original Agreement.
- 2. Section 3.2 of the Original Agreement is deleted in its entirety.
- 3. This First Amending Agreement shall be effective as of the date executed by the City.

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

THE CITY OF ST. ALBERT

THE GREATER ST. ALBERT ROMAN
CATHOLIC SEPARATE SCHOOL DISTRICT
NO. 734

Per: _____

Per: _____

Date: _____

Date: _____

THE REGIONAL AUTHORITY OF THE
GREATER NORTH CENTRAL FRANCO-
PHONE EDUCATION REGION NO. 2

ST. ALBERT PUBLIC SCHOOL DISTRICT
NO. 5565

Per: _____

Per: _____

Date: _____

Date: _____

SCHOOL SITE ALLOCATION
Execution Copy

BETWEEN:

THE CITY OF ST. ALBERT

AND

THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 734.

AND

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

AND

ST. ALBERT PUBLIC SCHOOL DISTRICT NO. 5565

WHEREAS:

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

The *Municipal Government Act* provides, in Section 670, that the subdivision authority must specify the amount, type and location of Reserve Land and allocate the Reserve Land between the municipality and school authorities either in accordance with an agreement between the municipality and the school authorities or, in the absence of an agreement, in accordance with the needs of the municipality and school authorities as those needs are determined by the subdivision authority.

The Parties prefer to establish among themselves how their respective needs and interests will be met, rather than each Party having to make submissions to the subdivision authority for the City, at the time of each subdivision of land in the City, for the dedication of Reserve Land to them.

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

1. DEFINITIONS

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

- a. "Act" means the *Municipal Government Act*, R.S.A. 2000, c. M-26, any regulations thereunder, and any amendments or successor legislation thereto.
- b. "Agreement" means this Agreement.

- c. "Alberta Infrastructure" means the provincial department responsible for the provision of funds for the construction of new Schools.
- d. "Area Structure Plan" means a statutory plan, adopted by Council by bylaw, which describes the sequence of development for a proposed area, the land uses proposed for the area (including School and park sites), the density of population proposed for the area, the general location of major transportation routes and public utilities and other matters Council considers necessary.
- e. "Boards" means Catholic Board, Francophone Board and Public School Boards collectively.
- f. "Catholic Board" means The Greater St. Albert Roman Catholic Separate School District No. 734 and any successor board or authority.
- g. "Civic Administration" means the general operation of the City, including personnel, financial and other related matters as permitted by the Act.
- h. "City" means the municipal corporation of the City of St. Albert or, where the context so requires, the area contained within the boundaries of the City.
- i. "City Manager" means the chief administrative officer of the City of St. Albert.
- j. "Council" means the municipal council of the City of St. Albert.
- k. "Effective Date" means ~~May~~ ^{June} 15, 2015.
- l. "Facility Plans" means the three (3) year capital and ten (10) year facility plans prepared by each of the Boards for Alberta Infrastructure.
- m. "Francophone Board" means The Regional Authority of the Greater North Central Francophone Education Region No. 2 (Conseil Scolaire Centre-Nord) or any successor board or authority.
- n. "Land Use Bylaw" means Land Use Bylaw 18/94 and all amendments thereto and any successor bylaw.
- o. "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- p. "Pillars" means those fundamental concepts, set out in Section 2 of this Agreement, that shall guide the actions and relations of the Parties as they work together to meet the needs of the citizens of St. Albert.
- q. "Planning and Development Department" means the department within the Civic Administration directly responsible for the evaluation and processing of Area Structure Plans, redistrictings and subdivisions.
- r. "Public Board" means the St. Albert Public School District No. 5565 or any successor board or authority.
- s. "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve as such terms are defined in the Act.

- t. "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board.
- u. "School portion" means the portion of Reserve Land identified for transfer to a School Board that includes 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 such additional land as may reasonably be required, by Alberta Infrastructure, in the approval of the building plans for future expansion of the building.
- v. "Site Allocation Committee" means the committee to be established under Section 4.
- w. "Superintendent" means the chief executive officer of one (1) of the Boards.

2. PILLARS

- 2.1 The Parties agree that in entering into this Agreement they are committing to the following Pillars as the basis for their relationship respecting the dedication of Reserve Land within the City and the allocation or distribution of that Reserve Land between the City and the Boards.

ACCOUNTABILITY

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

COLLABORATION

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

CONSULTATION & 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.

FLEXIBILITY

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

OPENNESS

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

STRATEGIC ALLOCATION

It is recognized by all Parties that it is necessary that there be a balance of School jurisdiction presence within the City and the site allocation process shall respect this need.

3. PRINCIPLES

3.1 This agreement serves as the mechanism for School Site Allocation within the City of St. Albert. The following Principles shall guide the allocation of Reserve Land between the Parties.

- a. In Area Structure Plans that are developed for new areas the Planning and Development Department will identify as a proposed land use at least one site large enough to accommodate a School and community park space for playing fields and playgrounds. The number and size of the School and community park sites identified in each Area Structure Plan or amendment to an Area Structure Plan shall be based on the best information available to the City and Boards regarding their respective needs and population and student projections at the time the Area Structure Plan, or amendment is prepared.
- b. The City 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 City. The Planning and Development Department shall, when land is to be subdivided, request that the subdivision authority require, as a condition of subdivision, that the statutorily allowed maximum amount of Reserve Land be dedicated 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.
- c. Boards that will require School sites in areas that are under development will be responsible for articulating and justifying that need and for providing information about their requirements to the City in a timely and understandable fashion.
- d. The City shall, to the best of its ability, given the constraints of the Act, the evolving nature of information available as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of School sites to meet the needs of the Boards.
- e. The City shall, on an annual basis and working in conjunction with the School Boards, conduct a review of potential school/park sites (School Site Allocation Report (SSAR)). The SSAR shall be made available to the public upon completion, following the City's public engagement guidelines. The SSAR may identify tentative sites for proposed Schools based on the capital plans of each Board and Provincial guidance.
- f. There shall be no pre-allocation of School sites nor shall School sites be identified as being available to only one (1) Board.
- g. If construction of the School has not commenced within two (2) years of the site being identified as the tentative School site for the proposed School, the site will again be available for allocation to another Board.

- h. The School portion shall be transferred to a Board once:
 - i. the Board has an identified need for the School site;
 - ii. the Board has approval of the funding for School construction on the site from Alberta Infrastructure;
 - iii. the Reserve Land is zoned such that a School is a permitted or discretionary land use for the site under the Land Use Bylaw;
 - iv. the Board has applied for a development permit for the School and has submitted building plans for the School to the Civic Administration for review; and
 - v. the 'school portion' of the site has been subdivided and registered as school reserve with Land Titles.
 - i. The City shall transfer to the Board only the School portion.
 - j. All costs associated with the transfer of the 'school portion' parcel or portion of a 'school portion' parcel to a Board shall be paid by the City. This shall include the costs of any required subdivision, the costs of preparing any subdivision plan and costs associated with registering required plans at the Land Titles Office and the Transfer of Land. Reserve Land transferred to a Board shall be designated as school reserve at Land Titles at the time the Transfer of Land is registered.
 - k. In the event that there are competing claims between two (2) or more Boards for the one (1) School site within an Area Structure Plan area, the Boards shall, at their own cost, mediate the question of the allocation of the site. The mediation process to be used by the Boards shall be determined by the Boards on an "as need" basis. Should the mediation process be unsuccessful, City Council shall decide which Board will be allocated the site in dispute.
 - l. If a Board concludes that it no longer requires Reserve Land previously transferred to it by the City, the Parties shall meet and the other Boards shall determine if they require that Reserve Land. If the Reserve Land is required by one of the other Boards the Reserve Land shall be transferred to that other Board. Any dispute between competing Boards shall be resolved in accordance with Article 3.1(k). In the event that the Reserve Land is not needed by the other Boards, the Board having the unneeded Reserve Land shall transfer such Reserve Land back to the City unless the Board is prohibited from doing so by Alberta Infrastructure, some other department of the provincial government having responsibility for School sites, or by law. The transfer to the City shall be made within sixty (60) days of the Board determining that the Reserve Land is no longer required for School purposes. The City shall take the land as is, where is, including any buildings on the Reserve Land. The land shall be transferred to the City at no additional cost to the City save and except for the cost of registering the Transfer of Land.
- 3.2 Notwithstanding any of the Principles set out in Article 3.1 hereof the Parties agree that the School site within the Oakmont neighbourhood has been allocated to the Catholic Board. The School site within the Oakmont neighbourhood shall not be allocated to either of the other Boards that are a Party to this Agreement, nor to any other School authority without the written consent of the Catholic Board.

4. SITE ALLOCATION COMMITTEE

- 4.1 The Parties hereby agree to establish the Site Allocation Committee. The City Manager and the Superintendent of each Board shall act as each Party's respective representative to the Site Allocation Committee. In the alternative, the City Manager and any Superintendent may appoint another individual to this role.
- 4.2 The role of the Site Allocation Committee shall be to:
- a. review the Facility Plans of each of the Boards annually;
 - b. determine how available School sites might be allocated between the Boards based on the annual review of the updated Facility Plans of the Boards;
 - c. review proposed Area Structure Plans or amendments to Area Structure Plans to ensure the proposed Plans or amendments reflect the identified needs of the Parties;
 - d. Contribute to the completion of the annual School Sites Allocation Report; and
 - e. Allocate school sites between the Boards, subject to Section 3.1(k) of this Agreement.
- 4.3 The Site Allocation Committee shall meet at least annually. Additional meetings may be scheduled as required.
- 4.4 The Chairperson of the Site Allocation Committee shall be the City's representative to the Site Allocation Committee.
- 4.5 Secretarial support for the Site Allocation Committee shall be provided by the City.
- 4.6 The Site Allocation Committee shall adopt such rules of procedure as may be agreed upon by its members.
- 4.7 Minutes shall be kept for all meetings of the Site Allocation Committee. Copies of the minutes of the meetings shall be provided to all Parties.
- 4.8 As soon as reasonably practical after the Effective Date the Site Allocation Committee shall meet to discuss and clarify the process for the review and circulation of information on proposed Area Structure Plans and amendments to Area Structure Plans.

5. TERM

- 5.1 This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties.

6. TERMINATION

- 6.1 This Agreement may be terminated annually on August 31st of each year of the term provided that the Party seeking to terminate the Agreement has provided written notice to each of the other Parties of their intention to terminate this Agreement on or before April 1st of the year of termination. Following the date notice is given by any of the Parties of their intention to have the Agreement terminate as of August 31st, the Parties shall use their best efforts to renegotiate the principles of their relationship so that a methodology for allocating Reserve Land amongst the City and the Boards can be in place as soon as practicable following the termination of this Agreement.

7. AMENDMENT

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

8. PREVIOUS AGREEMENTS

- 8.1 From and after the Effective Date, Reserve Land dedicated through subdivisions shall be allocated amongst the Parties in accordance with the terms of this Agreement.

9. CAPACITY

- 9.1 The City, in entering into this Agreement, is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory, or approving body pursuant to the Act or any other legislation. Nothing in this Agreement shall be considered as the granting by the City of any approval or permit that may be required by the Act or any other legislation. Except as specifically identified in Sections 3.1(b) and 3.1(c), nothing in this Agreement restricts the City, its Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

10. DISPUTE RESOLUTION

- 10.1 Notwithstanding Article 3.1(j) hereof, the City and the Boards 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 City and the Boards 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; and
 - c. respect the Pillars and Principles set out in the this Agreement.

11. ADDRESS FOR NOTICES

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

To the City at:

The City of St. Albert
3rd Floor St. Albert Place
5 St. Anne Street
St. Albert, Alberta T8N 3Z9

Attention: City Manager

To the Catholic Board at:

The Greater St. Albert Roman Catholic
Separate School District No. 734
6 St. Vital Avenue
St. Albert, Alberta T8N 1K2

Attention: Superintendent

To the Francophone Board at:

The Regional Authority of the Greater
North Central Francophone Education
Region No. 2
* 300 #307, 8627- 91 Street
Edmonton, Alberta T6C 3N1

Attention: Superintendent

To the Public Board at:

St. Albert Public School District No.
5565
60 Sir Winston Churchill Avenue
St. Albert, Alberta T8N 0G4

Attention: Superintendent

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

12. SUCCESSORS


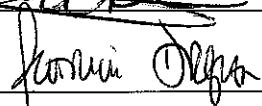
- 12.1 The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the City and the Boards.

13. HEADINGS



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

The City and the Boards have executed this Agreement on the 15 day of June, 2015.

THE CITY OF ST. ALBERT


MAYOR

CITY MANAGER

THE GREATER ST. ALBERT ROMAN
CATHOLIC SEPARATE SCHOOL DISTRICT NO.
734


CHAIR

SUPERINTENDENT

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

ST. ALBERT PUBLIC SCHOOL
DISTRICT NO. 5565

CHAIR

SUPERINTENDENT

CHAIR

SUPERINTENDENT