



Policy Title: Procedures for Disposing of Surplus School Sites and Facilities Policy

Policy Number: #LUP004

Report Number: C99-90

Approved by: City Council

Effective Date: 1979 September 5 and amended 1999 November 29

Business Unit: Land Use Planning and Policy

BACKGROUND

One of the important issues arising out of the closure of schools has been the use to which those properties will be put and their disposition when no longer required for education purposes. The City of Calgary and the Calgary Board of Education first established an agreed upon policy and procedure for disposing of surplus facilities and sites owned by the Calgary Board of Education (CBE) in 1979. Council's policy was encapsulated in the [Joint Use Agreement](#) (JUA) between The City, The Calgary Board of Education and The Calgary Separate School Board and adopted in 1985. As a result of extended policy discussions between the Chairman and Chief Superintendent of the CBE and also between the Mayor and Chief Commissioner of the City; it was determined that it was necessary to include disposal procedures in the policy that would apply only to those properties of the Board of Education which met the following criteria:

- a. The title of the property is held solely in the name of The Calgary Board of Education.
- b. The property is not designated public reserve or community reserve.
- c. There has been no prior agreement between the Calgary Board of Education and The City of Calgary providing for the reversion of such property to the City.
- d. The Calgary Board of Education has decided that the property is surplus to its requirements for education, and is available for disposal.

Members of City Council met for a Strategic Planning Session at Spruce Meadows on 1999 November 5 at which time the school closure issue was again included in their discussions. At that meeting the Administration submitted an executive report to Council which included *Key Principles and Council Guidelines* to address disposal of schools closed by the Calgary Board of Education.



The *Guidelines* were developed in order to create a framework for Council's dealings with the CBE on the matter of school closures and ensure more transparency in the school closure process.

PURPOSE

One of the most difficult aspects of school closure and reuse issue is the lack of clarity over many parts of the process. As such, it was recognized that there was a need to revisit the existing policy for Disposal of Surplus Facilities and Sites Owned by the Calgary Board of Education. The amended 1999 policy includes *Key Principles and Council Guidelines* to address this problem and provide a clear statement of basic principles for Council, The Calgary Board of Education and the Administration to use when dealing with school site disposition decisions.

SCOPE

The Disposing of Surplus School Sites and Facilities Policy and *Key Principles and Council Guidelines* contained in the policy will result in a much clearer environment for the CBE Path Finding teams trying to determine alternative uses for schools, for individual Members of Council and for the Administration. Sufficient flexibility has also been built into the *Guidelines* to ensure that individual Aldermen and the Administration are able to bring unique situations and opportunities to Council.

KEY PRINCIPLES AND COUNCIL GUIDELINES TO ADDRESS DISPOSAL OF SCHOOLS CLOSED BY THE CALGARY BOARD OF EDUCATION

1. Council acknowledges the role of the Provincial Government and Calgary MLA's the School Boards and school trustees in helping to preserve the quality of life in Calgary including the provision of appropriate public facilities and amenities.
2. Council acknowledges that it is a party to the Joint Use Agreement with the two school boards.
3. Council will make decisions only within its jurisdiction.
4. Council is not the governing authority responsible for education, and as such, is not the decision-maker for school programs or facilities. Decisions on school programs and facilities are the responsibility of the school boards, in consultation with the Province.



5. Council recognizes that school buildings are public assets, and supports the spirit and principles of the joint use of these sites.
6. Council supports the efficient and effective expenditures of tax dollars.

POLICY

See [attached Policy document](#).

PROCEDURE

See [attached Policy document](#).

JONT USE AGREEMENT

See [attached JUA document](#).

AMENDMENTS

1999 November 29 (Executive Report to Council C99-90) *Key Principles and Guidelines* to Address Disposal of Schools Closed by The Calgary Board of Education.

EXECUTIVE REPORT TO COUNCIL

1999 NOVEMBER 29

10935

**C99-90 *KEY PRINCIPLES AND COUNCIL GUIDELINES TO ADDRESS
DISPOSAL OF SCHOOLS CLOSED BY THE CALGARY BOARD OF
EDUCATION***

RECOMMENDATIONS:

That Council:

- 1. *Adopt the Key Principles and Council Guidelines (Attachment 1), and convey these guidelines to the Chief Superintendent of the Calgary Board of Education (CBE);***
- 2. *Authorize the Heritage Planner to request that the Province of Alberta consider Provincial Historic Resource Designation of schools predating 1945 and undertake such designation where appropriate in order to better ensure their presentation; and***
- 3. *Direct the Administration to inform Members of Council of any substantive communications with the Calgary Board of Education regarding possible school closures or school site disposal in their Wards.***

BACKGROUND:

Members of Council met for a Strategic Planning Session at Spruce Meadows on Friday, 1999 November 05. Their discussion included the school closure issue. The Administration has prepared the attached *Key Principles and Council Guidelines* for Council's consideration.

INVESTIGATION:

The proposed *Key Principles and Council Guidelines* establish several important principles Council may wish to adopt to create a framework for its dealings with the CBE and the Province on the matter of school closures.

- 1. *The Council Guidelines would establish that Council believes that the civic taxpayer should not have to 'pay a second time' to keep school sites as public open space. Almost all of the school sites on non-reserve land were purchased by the CBE with tax revenue and the sites have served as community open space as well as school playgrounds over the years. A number of possible***

KEY PRINCIPLES AND COUNCIL GUIDELINES TO ADDRESS DISPOSAL OF SCHOOLS CLOSED BY THE CALGARY BOARD OF EDUCATION

school closures on CBE-owned land are on sites required by the Calgary Parks & Recreation Department to ensure adequate open space in those communities. The City may be willing to accept title to these properties for open space but would not purchase them.

2. The *Council Guidelines* propose that where sale of a school site will not reduce the open space in a community below 10%, The City is not interested in acquiring the site.
3. The *Guidelines* establish that The City will request the Province to undertake a historic designation evaluation of the building. If the building meets the evaluation criteria, the Province should designate the structure and thus protect it from alteration or demolition.
4. The *Guidelines* authorize the Administration to bring to the attention of Council, sites that are not covered by the *Guidelines*. A revenue/expense analysis based on market rents would accompany such recommendations to Council.

CONCLUSION:

One of the most difficult aspects of the school closure and reuse issue is the lack of clarity over many parts of the process. The *Key Principles and Council Guidelines* address this problem and provide an excellent statement of basic principles for Council and the Administration to use when dealing with school site disposition decisions. Approval of these guidelines will result in a much clearer environment for the CBE Path Finding Teams trying to determine alternative uses for schools, for individual Members of Council and for the Administration. Sufficient flexibility has also been built into the *Guideline* to ensure that individual Aldermen and the Administration are able to bring unique situations and opportunities to Council.

ATTACHMENT:

Key Principles and Council Guidelines

KEY PRINCIPLES AND COUNCIL GUIDELINES

1. Council acknowledges the role of the Provincial Government and Calgary MLA's, the School Boards and school trustees in helping to preserve the quality of life in Calgary including the provision of appropriate public facilities and amenities.
2. Council acknowledges that it is a party to the Joint Use Agreement with the two school boards
3. Council will make decisions only within its jurisdiction.
4. Council is not the governing authority responsible for education, and as such, is not the decision-maker for school programs or facilities. Decisions on school programs and facilities are the responsibility of the school boards, in consultation with the Province.
5. Council recognizes that school buildings are public assets, and supports the spirit and principles of the joint use of these sites.
6. Council supports the efficient and effective expenditures of tax dollars.

COUNCIL GUIDELINES

Council adopts the following guidelines for itself and the Administration in dealing with the school closure issue:

Open Space:

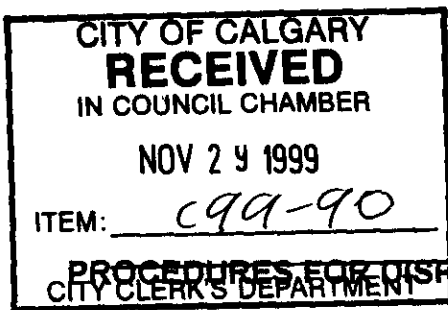
1. Where communities have less than 10% open space, all sites should remain primarily as a public amenity. The Administration is authorized to take that position with the Province and school boards.
2. Where communities have more than 10% open space, and the disposal will not result in less than 10%, the Administration is authorized to advise the CBE that the site can be disposed of under the joint use agreement.

Heritage Sites:

3. Council urges the Provincial government to evaluate those school buildings proposed for closure against Provincial heritage legislation and guidelines, and designate these sites accordingly.

Other:

4. Council instructs the Administration to bring forward through the Land Committee any situations falling outside the above guidelines and any situations where the Administration would be recommending that The City of Calgary accept title.
5. Any reports to Council in this regard are to contain a business plan for the use of the property which would include such things as: a building condition report, an environmental assessment, the proposed uses, and a pro forma financial statement, including a revenue statement based on market value, all at the discretion of the Executive Officer.

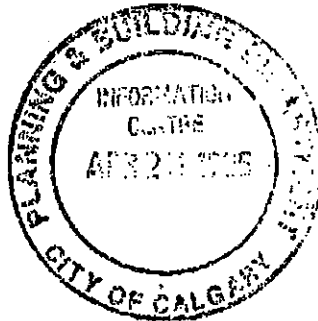


1. The Calgary Board of Education or the Calgary Separate School Board will advise the Board of Commissioners of The City of Calgary, in writing, of **surplus Non-Reserve school sites and facilities** which are available for disposal.
2. The City shall advise the appropriate School Board, in writing, whether it is , or is not, interested in acquiring the property described in Clause 1. If the response is negative, or if no response is received by the School Board within 90 days, the School Board may dispose of such property in any manner it deems appropriate subject to the provisions of the *School Act*, R.S.A., 1980, c. S-3 as amended, and the Bylaws and Regulations of The City of Calgary.
3. In the event that the City of Calgary wishes to acquire such property, the procedures set out in Clauses 4 through 10 hereafter shall apply.
4. The appropriate School Board and The City of Calgary shall forthwith explore the possibility of an exchange of properties, having regard to the land use designation (zoning) application to such properties.
5. In the event that mutual agreement cannot be reached on the exchange of other property for that property which The City of Calgary wishes to acquire, Clauses 6 through 10 shall apply.
6. The property or properties shall be appraised forthwith by two accredited

appraisers, one selected by the School Board and one selected by The City of Calgary.

7. The City of Calgary shall submit to the School Board within 90 days of receipt of appraisals, an offer to purchase based on such appraisals.
8. In the event the School Board accepts such offer, the property shall be transferred to The City of Calgary by the School Board, and The City of Calgary shall pay the agreed price.
9. In the event that the School Board does not accept the offer, the matter of compensation shall be subject to those procedures established in the *Expropriation Act*, R.S.A. 1980, c. E-16, and the parties agree to follow those procedures set out in Section 30 of the said Act. However, should the Board under the *Expropriation Act* decline to act, then compensation shall be determined under the *Arbitration Act*, R.S.A. 1980, c. A-43 by a board of three (3) arbitrators who shall have reference to Article 7.2.4 of the Joint Use Agreement and shall adhere to the "principles of compensation" as applicable under the *Expropriation Act*.
10. Appraisals and other costs related to these procedures shall be shared equally by The City of Calgary and the appropriate School Board. "(JUA 1985)

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JOINT USE AGREEMENT

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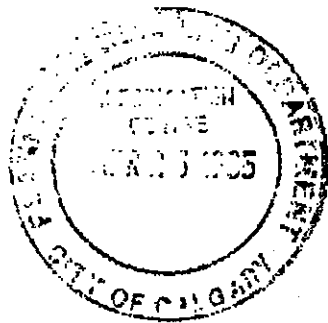
JOINT USE AGREEMENT

between

THE CITY OF CALGARY

THE CALGARY BOARD OF EDUCATION

THE CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 1



JOINT USE AGREEMENT
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PAH/jjm
85/02/01

JOINT USE AGREEMENT

THIS AGREEMENT made this 04 day of ^{MARCH 9th} ~~February~~, 1985.

BETWEEN:

THE CITY OF CALGARY, a Municipal Corporation
(hereinafter referred to as either "the Municipal Corporation" or "The City of Calgary")

- and -

THE BOARD OF TRUSTEES OF THE CALGARY BOARD OF EDUCATION, a Board of Trustees established pursuant to the provisions of the School Act, R.S.A. 1980, c. S-3

(hereinafter referred to as either the "School Authority" or "the Calgary Board of Education")

- and -

THE BOARD OF TRUSTEES OF THE CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 1, a Board of Trustees established pursuant to the provisions of the School Act, R.S.A. 1980, c. S-3

(hereinafter referred to as either the "School Authority" or "the Calgary Separate School Board")

(the Calgary Board of Education and the Calgary Separate School Board, being hereinafter sometimes referred to collectively as the "School Boards" or the "School Authorities")

WHEREAS pursuant to Section 163 of the Planning Act, R.S.A. 1980, c. P-9 the Municipal Planning Commission of the City of Calgary is the subdivision approving authority for land within

the corporate limits of the City of Calgary AND WHEREAS Part 5, Division 3 of the Planning Act, R.S.A. 1980, c. P-9 authorizes the Calgary Municipal Planning Commission to require the registered owner of a parcel of land that is the subject of a proposed subdivision to; provide Municipal Reserve (M.R.), School Reserve (S.R.), or Municipal and School Reserve (M.S.R.), and to specify the amount, type and location thereof; or to provide the payment of money in place of such Reserve Lands; or to provide a combination of such Reserve Lands and money in place thereof. AND WHEREAS Section 104 of the Planning Act, R.S.A. 1980, c. P-9 entitles the Council of the City of Calgary on behalf of the Municipal Corporation, and the Boards of Trustees of the Calgary Board of Education and the Calgary Separate School Board on behalf of the School Authorities, to enter into an agreement to:

- (a) Determine the allocation, upon subdivision, of Municipal Reserve (M.R.), School Reserve (S.R.), and Municipal and School Reserve (M.S.R.), between the Municipal Corporation and each School Authority, as joint owners or as separate owners;
- (b) Determine the allocation, upon subdivision, of money provided in place of Municipal Reserve (M.R.), School Reserve (S.R.), or Municipal and School Reserve (M.S.R.), between the Municipal Corporation and each School Authority, as joint owners or as separate owners;

(c) Determine the allocation, upon subdivision, of the combination of Municipal Reserve (M.R.), School Reserve (S.R.), and Municipal and School Reserve (M.S.R.) and money provided in place of any, or all of them, as between the Municipal Corporation and each School Authority, as joint owner or as separate owners.

AND WHEREAS Section 111(2) of the Planning Act, R.S.A. 1980, c. P-9 provides that Reserve Lands may only be used by the Municipal Corporation or by a School Authority, or by them jointly, for the purposes of a public park, a public recreation area, school purposes, or to separate areas of land that are used for different purposes.

AND WHEREAS Section 111(3) of the Planning Act, R.S.A. 1980, c. P-9 entitles the Council of the City of Calgary, on behalf of the Municipal Corporation and the Boards of Trustees of the Calgary Board of Education and the Calgary Separate School Board on behalf of the School Authorities, to enter into any agreement they consider necessary, respecting the uses to which the Municipal Corporation or the School Authorities, jointly or severally, may put Reserve Lands having regard to Section 111(2) of the Planning Act, or respecting any matters related to the use.

AND WHEREAS the Planning Act, R.S.A. 1980, c. P-9, The Planning Act, 1977, S.A. 1977, c. 89 and the previous planning

legislation have entrusted Reserve Lands and the Reserve Fund, with the Council of the City of Calgary on behalf of the Municipal Corporation, and the Boards of Trustees of the Calgary Board of Education and the Calgary Separate School Board on behalf of the School Authorities, AND WHEREAS IT IS DESIRABLE for the City of Calgary and the School Boards to enter into a Joint Use Agreement to determine matters relating to the use, development and maintenance of the Reserve Lands and the Reserve Fund.

AND WHEREAS the Council of the City of Calgary on behalf of the Municipal Corporation, and the Boards of Trustees of the Calgary Board of Education and the Calgary Separate School Board on behalf of the School Authorities, recognize that some of their respective functions relating to recreation and education overlap and that by pooling their resources, the benefit of these to the citizens of Calgary may be optimized.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree as follows:

1. DEFINITIONS

In this Joint Use Agreement, and in the Preamble which forms part of this Agreement, the following definitions apply:

1.1 "Cash-In-Lieu Monies" are those monies held jointly or severally, with or without restriction, by the City of Calgary, the Calgary Board of Education, the Calgary Separate School Board, or by any of them, being:

1. Monies which are or have been required to be provided as "money in place" of "Municipal Reserve" (M.R.), "School Reserve" (S.R.), and "Municipal and School Reserve" (M.S.R.), by the subdivision approving authority under the provisions of the Planning Act, R.S.A. 1980, c. P-9, as amended;
2. Monies which have been required to be provided as "money in place" of "Municipal Reserve" (M.R.), "School Reserve" (S.R.), and "Municipal and School Reserve" (M.S.R.), by the subdivision approving authority under the provisions of The Planning Act, 1977, S.A. 1977, c. 89, as amended;
3. Monies which have been required to be provided as "money in lieu of reserve" by the subdivision approving authority, under the provisions of the Planning Act, R.S.A. 1970, c. 276, as amended, or monies which have been held as "special account

monies" pursuant to the provisions of the said Planning Act;

4. Monies which have been required to be provided as "money in lieu of reserve" by the subdivision approving authority under the provision of the Planning Act, S.A. 1963, c. 43, as amended, or monies which have been held as "special account monies" pursuant to the provisions of the said Planning Act;
5. Monies which are or have been specified to be "Cash-In-Lieu Monies" by agreement of the parties to this Joint Use Agreement;
6. Monies which are required to be provided as public monies, dedicated and restricted for public purposes upon subdivision by any subdivision approving authority operating under the Planning Act, R.S.A. 1980, c. P-9 as amended, or under any enactment which is substituted therefore upon repeal of the said Planning Act.

1.2 "Community Lease" means the lease of any Reserve Land to a Community Association incorporated pursuant to the laws of the Province of Alberta for the purpose of erecting change rooms, community halls or similar facilities and associated uses.

- 1.3 "Designation" or "Redesignation" means the identification of Reserve Lands as School Reserve (S.R.), Municipal Reserve (M.R.) or Municipal and School Reserve (M.S.R.) and does not include a designation or redesignation process pursuant to the Land Use By-law, unless specifically stated.
- 1.4 "Disposal of Reserve Lands" means the disposition, for purposes outside those contained in Section 111(2) of the Planning Act, R.S.A. 1980, c. P-9, of Reserve Lands or any interest in them; and shall include the sale, lease, or other disposition of Reserve Lands.
- 1.5 "Existing Reserve Lands" mean those lands which are "Reserve Lands" as of the date of the execution of this Joint Use Agreement.
- 1.6 "Facilities" mean all those improvements on sites, which improvements are available for joint use purposes.
- 1.7 "Future Reserve Lands" mean those lands which become "Reserve Lands" subsequent to the date of the execution of this Joint Use Agreement.

- 1.8 "Incremental Operating Costs" mean those additional operating costs incurred by one party by virtue of the use of the facility by another party;
- 1.9 "Joint Use Purposes" mean those varied activities or programs conducted by the City of Calgary or the School Boards in each other's facilities for the benefit of the citizens of Calgary, and also includes Community uses that occur in school facilities outside school hours.
- 1.10 "Joint Use Needs" means the requirement for the use of facilities for Joint Use purposes.
- 1.11 "Joint Use Reserve Lands" mean those Reserve Lands on which any of the parties to this Agreement may program activities, which lands are:
1. Municipal and School Reserve (M.S.R.);
 2. School Reserve (S.R.);
 3. Municipal Reserve (M.R.), which is contiguous to either School Reserve (S.R.) or Municipal and School Reserve (M.S.R.) or other Municipal Reserve (M.R.) which is available and identified for Joint Use purposes.

- 1.12 "Non-Reserve Lands" means those lands, held in fee simple or subject to restriction, either jointly or severally, by The City of Calgary, the Calgary Board of Education, the Separate School Board, or any of them, provided the lands were acquired by the party in their own right and not as "Reserve Lands" and not with "Cash-In-Lieu Monies".
- 1.13 "previous planning legislation" includes:
1. The Planning Act, R.S.A. 1970, c. 276, as amended;
 2. The Planning Act, S.A. 1963, c. 43, as amended;
 3. The Surveys and Expropriation Act, R.S.A. 1955, c. 328 as amended;
 4. The Town and Rural Planning Act., R.S.A. 1955, c. 337 as amended; and the Subdivision Regulation, Alta. Reg. 88/57, as amended.
- 1.14 "Playing Field" means that portion of the site which is allocated for outdoor sporting activities.
- 1.15 "Outside Lease" means a lease to any person other than the City of Calgary or the School Boards, but in respect of Reserve Lands, the lease must be for a purpose consistent with the provisions of Section 111(2) of the Planning Act, R.S.A. 1980, c. P-9.

1.16 "Reserve Fund" means that trust fund, constituted in law and by agreement in Articles 2.2.1 and 5.1.2. of this Joint Use Agreement, as administered by the City of Calgary, for the use and benefit of the City of Calgary and the School Authorities, as is in the best interests of the citizens of Calgary, the assets of which trust consist of the following:

1. All Cash-In-Lieu Monies;
2. All proceeds from the disposal of Reserve Lands;
3. All interest earned by and accruing to the Reserve Fund;
4. All monies which the parties, by agreement, specify to be assets of the Reserve Fund.

1.17 "Reserve Lands" mean those lands, held in fee simple or subject to restriction, either jointly or severally by, The City of Calgary, the Calgary Board of Education, the Calgary Separate School Board, or any of them, which:

1. Lands are, or have been designated as "Municipal Reserve" (M.R.), "School Reserve" (S.R.), "Municipal and School Reserve" (M.S.R.), by the subdivision approving authority under the provisions of the Planning Act, R.S.A. 1980, c. P-9, as amended;

2. Lands are, or have been designated as "Municipal Reserve" (M.R.), "School Reserve" (S.R.), "Municipal and School Reserve" (M.S.R.), by the subdivision approving authority under the provisions of The Planning Act, 1977, S.A. 1977, c. 89, as amended;
3. Lands are, or have been provided as "Reserve", being lands reserved by the subdivision approving authority, for use as parks, recreation areas and school sites, under the provisions of the Planning Act, R.S.A. 1970, c. 276, as amended;
4. Lands are, or have been provided as "Reserve", being lands reserved, by the subdivision approving authority, for use as parks, recreation areas and school sites, under the provisions of the Planning Act, S.A. 1963, c. 43, as amended;
5. Lands are, or have been provided as "Reserve", for school or "other public purposes", under the provisions of The Town and Rural Planning Act, R.S.A. 1955, c. 337 as amended; The Surveys and Expropriation Act, R.S.A. 1955, c. 328 as amended; and the Subdivision Regulation, Alta. Reg. 88/57, as amended, provided however that of those lands that were dedicated as reserve "for other public purposes" only those lands which are being used for Joint Use

purposes as at the date of this Agreement, shall be included in and governed by this Joint Use Agreement;

6. Lands which have been or are acquired with monies from the Reserve Fund;
7. Lands have been or are specified to be "Reserve Lands" by agreement of the parties to this Joint Use Agreement;
8. Lands which are dedicated as public lands, designated and restricted for public purposes upon subdivision by any subdivision approving authority operating under the Planning Act, R.S.A. 1980, c. P-9 as amended, or under any enactment which is substituted therefore upon repeal of the said Planning Act.

Excepting thereout from this definition of "Reserve Lands" all lands dedicated or designated as Reserve Lands which have been or which may be removed from Reserve Land status pursuant to the planning legislation then in force, and disposed of or used for purposes other than a public park, public recreation area, school purposes or to separate areas of land used for different purposes.

1.18 "Resources" mean any of the land, facilities or buildings owned or held in title by the parties to the Agreement

as well as manpower and other assets which may be deployed to achieve the objectives of this Agreement.

- 1.19 "School Building Envelopes" mean those lands upon which school buildings, related ornamental lawn areas, parking lots and paved play areas are located.
- 1.20 "School Development" means the constructing of school facilities and buildings including related ornamental lawn areas, parking lots and paved play areas.
- 1.21 "School Purposes" mean those purposes which the School Act, R.S.A. 1980, c. S-3, as amended, authorizes the School Boards to engage in.
- 1.22 "Sites" mean land, whether Reserve Land or Non-Reserve Land, which is owned by one of the parties to this Agreement and made available by them for Joint Use purposes.

2. PRINCIPLES

2.1 Best Interests of The Citizens of Calgary

2.1.1 Issues arising within the context of this Joint Use Agreement will be resolved in the best interests of the citizens of Calgary.

2.2 The Joint Trust - The Basis of this Agreement

2.2.1 By this Joint Use Agreement all Reserve Lands and the Reserve Fund shall be held or allocated and held in a Joint Trust, for the use and benefit of the City of Calgary and the School Authorities, as is in the best interest of the citizens of Calgary. The Joint Trust shall be held by the City of Calgary, the Calgary Board of Education and the Calgary Separate School Board with none of the parties in the position of a senior partner, as hereinafter set forth.

2.2.2 The main core of the Joint Trust is the Reserve Lands and the Reserve Fund. The Joint Trust also encompasses considerations relating to facilities, use, development and maintenance which are peripheral to the Reserve Lands and the Reserve Fund.

The Joint Trust also encompasses considerations relating to planning, programs, services and people, arising from the Reserve Lands and the Reserve Fund.

2.2.3

The Joint Use Agreement is a flexible formula for the optimum allocation of the resources of the Joint Trust, based upon need at various points in time.
The Joint Use Agreement defines a set of rules to guide the administration of the trust.

3. PURPOSES

3.1 Range of Application

3.1.1 For all Joint Use purposes the parties shall optimize the potential of their services, jointly and severally, for the benefit of the citizens of Calgary by:

1. Planning all sites and facilities;
2. Developing and maintaining all sites and facilities;
3. Operating and programming all sites, facilities and resources;
4. Equitably sharing all costs and resources;
5. Allocating, designating and disposing of Reserve Lands; and, where appropriate
6. Including Non-Reserve Lands in the programming, planning and scheduling pursuant to the Joint Use Agreement.

3.2 Basis of Implementation

3.2.1 The Range of Application specified in Section 3.1 of this Joint Use Agreement is to be achieved by:

1. Following good planning principles and practices;
2. Rationalizing ownership, disposition procedures and preservation of Reserve Lands; and,
3. Preserving all rights and interests which the parties to the Agreement possess in Non-Reserve Lands.

3.3 Optimum Use of Reserve Lands

3.3.1 It is an objective of this Joint Use Agreement that by virtue of the judicious use of Reserve Lands and the proper utilization of the Reserve Fund, the anticipated future school land needs and a substantial component of the future parks and recreation land needs will be met.

4. RESERVE LANDS

4.1 Protection of All Reserve Lands

4.1.1 All Reserve Lands, including those Reserve Lands dedicated under previous planning legislation, will be protected as Reserve Lands and dealt with according to this Agreement.

4.2 Designation of Future Reserve Lands

4.2.1 Henceforth School Building Envelopes shall be designated and registered as School Reserve (S.R.). Legal title to such School Reserve Lands (S.R.) shall vest in the appropriate School Authority, or School Authorities and a Certificate of Title for the School Reserve Lands (S.R.), shall be so obtained pursuant to Section 92 of the Land Titles Act, R.S.A. 1980, c. L-5.

4.2.2 Henceforth all Reserve Land which is contiguous to School Building Envelopes, designated as School Reserve (S.R.), with the exception of those Reserve Lands intended for community leases, shall be designated and registered as Municipal and School Reserve (MSR). Legal title to Municipal and School Reserve

Lands (M.S.R.), shall be vested in the City of Calgary and the appropriate School Authority, or School Authorities, and a Certificate of Title shall be so obtained pursuant to Section 92 of the Land Titles Act, R.S.A. 1980, c. L-5.

4.2.3 ~~Henceforth all Reserve Land which is neither Municipal and School Reserve (M.S.R.) nor School Reserve (S.R.), shall be designated and registered as Municipal Reserve (M.R.).~~ Legal title to such Municipal Reserve Lands (M.R.) shall vest in the City of Calgary and a Certificate of Title for Municipal Reserve (M.R.) shall be so obtained pursuant to Section 92 of the Land Titles Act, R.S.A. 1980, c. L-5.

4.2.4 The Joint Use Coordinating Committee shall determine the appropriate designation of all Reserve Lands according to the terms of this Joint Use Agreement and will inform and direct the Calgary Municipal Planning Commission of the allocation and designation of Reserve Lands dedicated upon subdivision.

4.3 Designation of Existing Reserve Lands

4.3.1 The Joint Use Coordinating Committee will, in accordance with Article 4.3.3 of this Agreement,

redesignate certain Reserve Lands dedicated to the parties, or to any of them, pursuant to previous planning legislation.

4.3.2 The Joint Use Coordinating Committee will, in accordance with Article 4.3.3 of this Agreement, redesignate Reserve Lands currently designated as Municipal and School Reserve (M.S.R.).

4.3.3 The Joint Use Coordinating Committee shall redesignate and obtain title to those Reserve Lands specified in paragraphs 4.3.1 and 4.3.2, on the following basis:

1. The School Building Envelopes will be redesignated and registered as School Reserve (S.R.). Legal title to such School Reserve Lands (S.R.) shall vest in the appropriate School Authority, or School Authorities, and a Certificate of Title shall be so obtained pursuant to Section 92 of the Land Titles Act;
2. Any part of existing Reserve Lands which is subject to a Community Lease will be redesignated and registered as Municipal Reserve (M.R.). Legal title to such Municipal Reserve (M.R.) shall vest in the City of Calgary, and

a Certificate of Title shall be so obtained pursuant to Section 92 of the Land Titles Act;

3. The balance of existing Reserve Lands which are contiguous to School Building Envelopes, shall be redesignated and registered as Municipal and School Reserve (M.S.R.). Legal title to such Municipal and School Reserve Lands (M.S.R.) shall vest in the City of Calgary and the appropriate School Authority, or School Authorities, and a Certificate of Title shall be so obtained pursuant to Section 92 of the Land Titles Act.

4.4 Consideration Upon Transfer of Reserve Lands

- 4.4.1 All transfers of legal title to Reserve Lands, as between parties to this Agreement, pursuant to Sections 113 and 114 of the Planning Act, R.S.A. 1980, c. P-9, shall be for consideration of \$1.00, subject to the provisions of Article 6.3.

4.5 Disposal of Reserve Land

- 4.5.1 The City of Calgary shall consult with the School Authorities prior to taking any steps under Sections 115, 116 or 117 of the Planning Act, R.S.A. 1980,

c. P-9, for the sale, lease or other disposal of any Reserve Lands, so as to ensure that the future needs of the School Authorities are taken into consideration.

4.6 Declaration of Surplus Sites

4.6.1 When a School Board wishes to close a school, it will advise the Joint Use Coordinating Committee whether this is a permanent closure or a temporary closure pending a return to circumstances under which the school may be reopened or used for alternate School Board purposes.

4.6.2 In cases where the School Board states that a school closure on Reserve Lands is a permanent one, the Board will advise the Joint Use Coordinating Committee that the Reserve Land is declared to be surplus to its needs and the Board shall initiate a transfer of legal title to the Reserve Land to the City of Calgary and a redesignation of the Reserve Lands to Municipal Reserve (M.R.), pursuant to Section 113 of the Planning Act and subject to the provisions of paragraph 6.3 of this Agreement.

4.7 Priority of Use

4.7.1 The following priorities of use shall apply with respect to all Reserve Lands;

1. Priority #1: Neighbourhood needs, which include School Board operated Elementary Schools, or the equivalent thereof, and associated Municipal and School Reserve (M.S.R.) sites, and neighbourhood parks;
2. Priority #2: Community needs, which include School Board operated Junior High Schools, or the equivalent thereof, and associated Municipal and School Reserve (M.S.R.) sites; community parks where no Junior High and associated Municipal and School Reserve (M.S.R.) sites exist; community leases; park land required for open space linkages and to provide setbacks beyond environmental reserve limits at the tops of escarpments and adjacent to water courses in accordance with the Calgary Municipal General Plan;
3. Priority #3: Regional needs, which includes School Board operated Senior and Vocational High Schools or the equivalent thereof, and

associated Municipal and School Reserve. (M.S.R.) sites, pools, arenas, athletic parks and other recreational facilities.

4.8 Optimum Planning of Sites

4.8.1 The parties shall jointly determine a strategy for the over-all requirements of educational and recreational facilities, on a city-wide basis, preparatory to the detailed planning of any single area.

4.8.2 The parties shall jointly determine the location and size of all Joint Use Reserve Land sites, which will be planned at the Area Structure Plan, the Area Redevelopment Plan and the Outline Plan stages in order to optimize the utilization of available Reserve Lands.

4.8.3 The parties shall jointly plan the site layout of all Joint Use Reserve Lands and will determine the location and size of the School Building Envelope and Community Leases within the Reserve Lands. The parties shall have regard to, and place emphasis upon, the efficient, economical and effective use of Reserve Lands.

4.9 Development Responsibility for Reserve Lands

4.9.1 Those Reserve Lands which are designated as Municipal Reserve (M.R.), or as Municipal and School Reserve (M.S.R.), shall be the development responsibility of the City of Calgary.

4.9.2 The development responsibility for those Reserve Lands which are designated as School Reserve (SR), shall be determined in accordance with the following:

1. In the event that no school development is scheduled to occur within five (5) years of the designation of the Reserve Lands as School Reserve (SR), responsibility for the development of the interim uses shall be that of the City of Calgary;
2. In the event that school development occurs within five (5) years of the completion of the interim development of the Reserve Lands the appropriate School Board will reimburse the City of Calgary, on a pro-rata basis for the development of any interim uses for the outstanding portion of the five (5) year period;

3. When school development is completed on those lands which are designated as School Reserve (S.R.), and the Playing Field overlaps the boundaries between the Reserve Lands which are designated as Municipal and School Reserve (M.S.R.) and the School Building Envelope which is designated as School Reserve (S.R.), the City of Calgary will be responsible for the development and maintenance of the entire Playing Field, provided the City of Calgary has access to that portion of the School Building Envelope;
4. It shall be the responsibility of the School Board to develop such interim uses, including Playing Fields, if the City of Calgary does not, by reason of construction activity, have access to the School Reserve Lands at the time it is developing the adjacent Municipal and School Reserve (M.S.R.);
5. In circumstances where the School Board constructs a school development, it shall be the responsibility of the School Board to develop the Playing Field where rehabilitation is required as a result of the construction activity.

4.10 Maintenance Responsibilities

4.10.1 Maintenance responsibilities for Existing Reserve Lands and facilities shall remain as in existence at the date of this Agreement.

4.10.2 When Reserve Lands are declared permanently surplus to school needs and legal title reverts to the City of Calgary, the City of Calgary will assume responsibility for the maintenance of the total Reserve Land site.

4.10.3 The City of Calgary will be responsible for the maintenance of; all new Municipal Reserve Lands (M.R.); all Municipal and School Reserve Lands (M.S.R.); and all Playing Field extensions on adjacent School Reserve Lands (S.R.)^v and on School Reserve Lands (S.R.) which were developed by the City of Calgary prior to school development occurring.

4.11 Alternate Use of Surplus Sites

4.11.1 The parties shall, through the Joint Use Coordinating Committee enter into discussions [↓] regarding the implications on Joint Use needs of alternate uses for sites which are declared temporarily surplus to the needs of any of the parties.

5. RESERVE FUND

5.1 Source of Funds

5.1.1 The Joint Use Coordinating Committee shall advise the Calgary Municipal Planning Commission with respect to the requiring of money provided in place of Reserve Lands pursuant to Part 5, Division 3 of the Planning Act, R.S.A. 1980, c. P-9.

5.1.2 All Cash-In-Lieu Monies, which includes by definition, the payment of money in place of Reserve Lands under the Planning Act, R.S.A. 1980, c. P-9, together with all proceeds from the disposal of Reserve Lands, shall be allocated and paid into a single Reserve Fund to be administered by the City of Calgary, in trust, which trust fund is hereinafter referred to "the Reserve Fund".

5.1.3 The Reserve Fund shall be invested in an interest bearing account and the interest earned shall be accrued to the Reserve Fund.

5.2 Use of the Reserve Fund

5.2.1 The primary purpose of the Reserve Fund will be for:

1. The purchase of land to enable Reserve Lands to be placed in their optimal location;
2. The purchase of land for school purposes or public parks and public recreational purposes where Reserve Land dedication proves insufficient;
3. The purchase of School Board owned Non-Reserve Lands, which are declared surplus to the School Board's needs, when such land is required as Reserve Land, in accordance with paragraph 7.2 of this Agreement;
4. The purchase of land for other Reserve Land purposes recommended by the Joint Use Coordinating Committee as being within the ambit of the planning legislation, provided that the Reserve Fund is maintained at a level of \$7,000,000.00 or such other level as the parties may agree upon from time to time, so as to ensure that purchases required under paragraphs 5.2.1.1, 5.2.1.2 and 5.2.1.3 and for other opportunity or emergency purchases, are possible.

5.2.2

The prime purpose of the Reserve Fund is for land acquisition, but it may also be used for ancilliary purposes including:

1. All costs such as survey, appraisal, registration and legal costs, relative to purchases, transfers, and issuances of title and disposition of Reserve Lands including costs of re-designation pursuant to the Land Use By-law;
2. Demolition and site rehabilitation costs when Reserve Land is transferred from School Reserve (S.R.), to Municipal Reserve (M.R.) or when Non-Reserve Lands are purchased from a School Board and dedicated as Reserve Land, provided the parties are agreed that the demolition of existing buildings is required;
3. Demolition and site rehabilitation costs when land is acquired from parties other than the School Boards, if the parties to the Joint Use Agreement agree, on the basis of the merits of the individual circumstances that such costs are to be covered by the Reserve Fund.

5.3 Authority for Expenditures

5.3.1

Any purchases utilizing the Reserve Fund will be subject to approval by the Council of the City of

Calgary, upon the recommendation of the Joint Use Coordinating Committee, having regard to the needs of the parties to this Agreement and the appropriateness of the proposed future use, with respect to the terms of the current Planning Act or any successor legislation.

5.3.2 The Council of the City of Calgary will not authorize any expenditures from the Reserve Fund which are not recommended by the Joint Use Coordinating Committee, without first obtaining the concurrence of the Trustees of both School Boards to the expenditure.

5.3.3 The Council of the City of Calgary will authorize all expenditures in respect of land required for school purposes, provided these expenditures have been recommended by the Joint Use Coordinating Committee to the Council of the City of Calgary.

5.3.4 The Council of the City of Calgary reserves the right to refuse to purchase lands for other than school purposes, despite the recommendation of the Joint Use Coordinating Committee.

5.3.5 The Joint Use Coordinating Committee is authorized to expend monies from the Reserve Fund relative to survey, appraisal, registration and legal fees necessary to implement the redesignation and title registration of existing Reserve Lands and to implement future changes in designation or title as they become necessary. Expenditures of this nature will be on the basis of an annual program and budget, established by the Joint Use Coordinating Committee and approved by the Council of the City of Calgary.

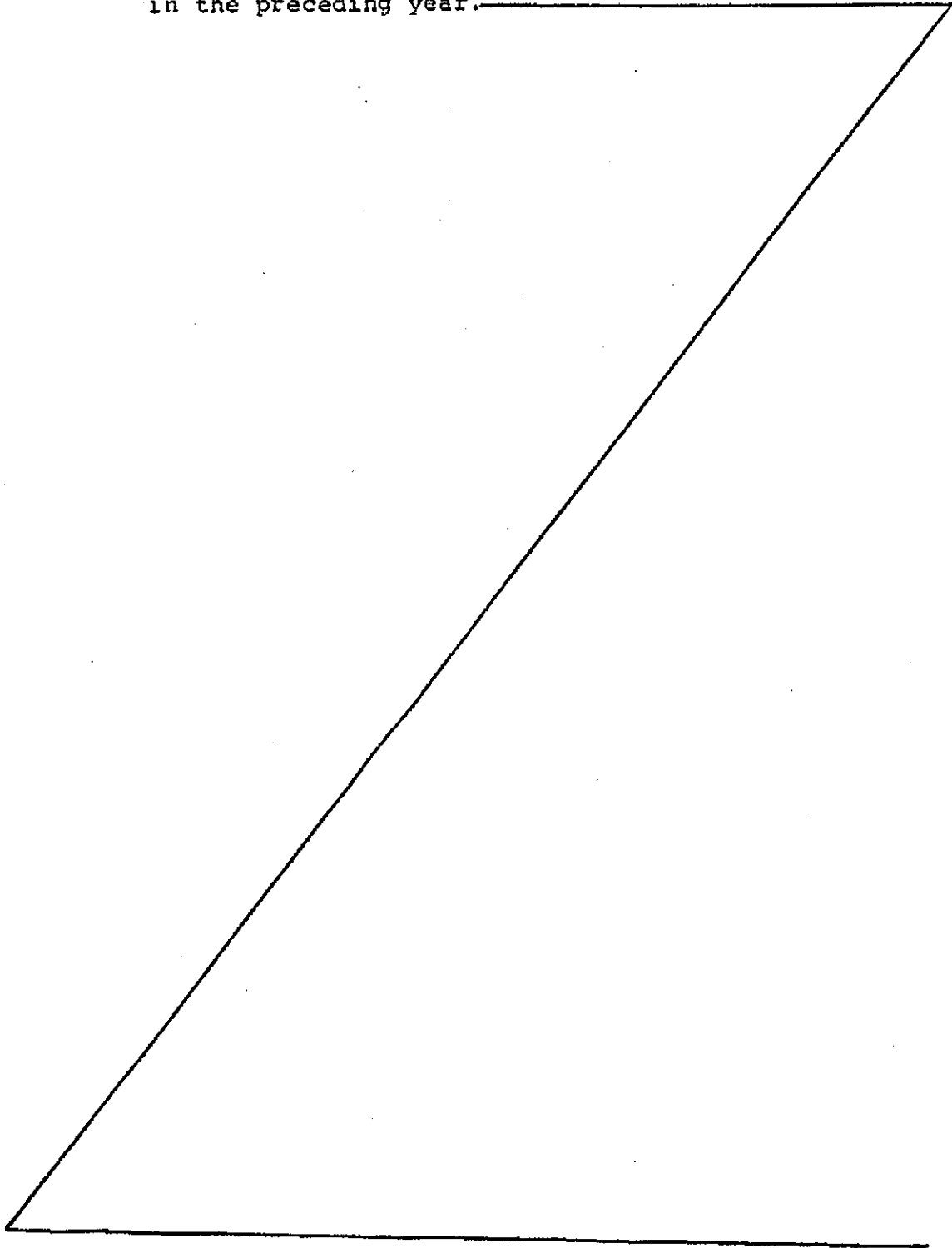
5.3.6 The Joint Use Coordinating Committee will initiate Community Association leases for endorsement by the authorized officers of the City of Calgary.

5.3.7 All demolition costs, including site rehabilitation costs, will be authorized by the Council of the City of Calgary subject to written confirmation from the appropriate School Board.

5.4 Status

5.4.1 The Joint Use Coordinating Committee will monitor the status of the Reserve Fund and report annually

to the Council of the City of Calgary and the School Boards as to the status and use of the Reserve Fund in the preceding year.



6. STRUCTURES ON RESERVE LAND

6.1 Gymnasias

6.1.1 The School Boards will endeavor to ensure that each new school building will have showers, dressing rooms and a gymnasium of junior high school standards, provided the size of the school building makes this financially feasible.

6.1.2 Where they are able to jointly determine that the recreational needs of the City of Calgary will be best served by the provision of a gymnasium of senior high school standards at schools other than Senior High Schools, the City of Calgary will, subject to the approval of City Council, be responsible for the incremental capital costs over and above the costs of construction of the gymnasium of junior high school standards that would otherwise be built.

6.2 Temporary Closure of Schools

6.2.1 The operation of the Joint Use Agreement does not terminate when a school is closed. The Joint Use Agreement should govern in future lease arrangements of school buildings wherever reasonably possible.

A School Board's intention to temporarily close a school shall be conveyed to the Joint Use Coordinating Committee in order to provide the other parties to the Joint Use Agreement with an opportunity to identify:

1. A need they might have to lease the premises,
or
2. A continuing Joint Use need, the accommodation of which should be protected in an outside lease.

6.2.2 Should it prove impossible to accommodate the Joint Use need, as identified pursuant to paragraph 6.2.1, in a proposed lease, the matter will be referred back to the Joint Use Coordinating Committee to reconsider the alternatives.

6.2.3 Once an outside lease has been concluded, the Joint Use Coordinating Committee shall be informed and advised of the pertinent details relative to the accommodation of Joint Use needs.

6.2.4 The leasing of school facilities which are temporarily surplus to the needs of the School Board are the responsibility of the respective School Boards.

6.2.5 The revenues from outside leases will be retained by the lessor School Board in recognition of their liability for operating and maintenance costs.

6.3 Status of Improvements on Sites Declared Permanently Surplus to School Needs

6.3.1 If a school building or improvement which has been declared by the appropriate School Board to be permanently surplus to school needs, is to be demolished:

1. The demolition and site rehabilitation costs will be borne by the Reserve Fund;
2. The retirement of any outstanding debentures will be a School Board responsibility.

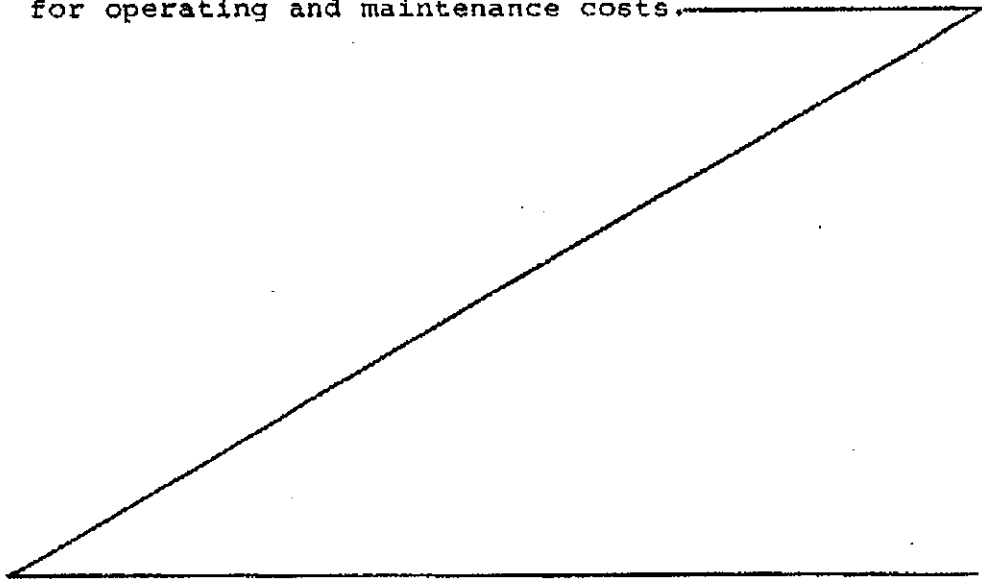
6.3.2 If a school building or improvement which has been declared by the appropriate School Board to be permanently surplus to school needs, can and is to be utilized by the City of Calgary, the City of Calgary will assume the cost of outstanding debentures.

6.3.3 If a school building or improvement together with the associated land, which has been declared by the appropriate School Board to be permanently surplus to school needs, is to be sold:

1. The retirement of debentures will be a School Board responsibility;
2. The School Board will receive the total proceeds from the sale of the land, buildings and improvements, less the appraised market value of the land on the basis of the highest and best use of the land;
3. The appraised market value of the land will be paid into the Reserve Fund.

6.3.4

If a school building, improvement or facility which has been declared by the appropriate School Board, to be permanently surplus to school needs is to be leased, the lessor City of Calgary will assume the cost of retiring the debentures and retain the lease revenue to offset debentures and to be used for operating and maintenance costs.



7. NON-RESERVE LAND

7.1 Principle

7.1.1 Non-Reserve Lands acquired by the parties to this Agreement in their own right are outside the joint trust but included within the Joint Use Agreement for Joint Use purposes.

7.2 Disposal of School Board Owned Non-Reserve Land

7.2.1 The School Boards shall give the City of Calgary a right of first refusal as set out in Appendix "B" over Non-Reserve Land which the School Boards declare as permanently surplus to their needs.

7.2.2. The Calgary Separate School Board has not conferred upon the City of Calgary, a first right of refusal over those lands related to the Roman Catholic Diocese of Calgary which are stipulated in Appendix A to this Agreement.

7.2.3. If the lands which the School Board declares as permanently surplus to its needs were originally obtained from the City of Calgary for a nominal sum or under some special arrangement, the site will be

returned to the City of Calgary for similar considerations.

7.2.4 If the City of Calgary exercises the right of first refusal conferred upon it pursuant to Section 7.2.1 the transfer value of the Non-Reserve Land, together with buildings, improvements and facilities, will be determined on equitable principles, taking into account the fair market value of the property and the conditions and circumstances under which such land was acquired, if it was acquired from the City of Calgary.

7.2.5 Where Non-Reserve Land, not obtained by the School Board from the City of Calgary for nominal sum or under some special arrangement is available for disposal, the procedures set out in Appendix B shall apply with respect to the disposal.

7.3 Open Space Requirements for Area Redevelopment Plans (ARP)

7.3.1 Where land is being redesignated pursuant to the Land Use By-law by the City of Calgary in order to implement an Area Redevelopment Plan (ARP), the administrators of each of the parties will use their best efforts to ensure that Non-Reserve Land

which has been acquired by the School Boards are treated as follows:

1. If an Area Redevelopment Plan (ARP) does not envisage future open space need for the Non-Reserve Land upon conclusion of the school use, the Non-Reserve Land will be designated in the City of Calgary Land Use By-law, to a category comparable with and largely similar to the adjoining lands. This designation will generally be one of the residential categories, but where there are differing land use designations contiguous to the Non-Reserve Lands, the land use designation will be based upon sound planning principles and upon consultation with the appropriate School Board and the local community;
2. If an Area Redevelopment Plan (ARP) requires the Non-Reserve Land to be preserved for cultural, recreational or open space needs upon conclusion of the school use, the Non-Reserve Land should be designated as "DC" (Direct Control) under the Land Use By-law with details of the Land Use and Development Guidelines negotiated with the affected parties. Such DC guidelines should always include both a range

of school, park, recreational and community uses as well as provision for the uses proposed for the surrounding districts in the same manner as in 7.3.1.1 above;

3. The Area Redevelopment Plan (ARP) should distinguish between the current use and the Land Use By-law designation of the Non-Reserve Lands and that proposed future use, if and when the School Board declares the site surplus to its needs. It should clearly identify the City of Calgary's right of first refusal once the land is declared surplus to the School Board's needs and should establish the City of Calgary's intent in this regard;
4. Purchase of any Non-Reserve Land under this provision may be made utilizing the Reserve Fund and the land so purchased will thereafter be dedicated as "Reserve Land", and designated in accordance with Article 4.3.3.

Other lands required for recreational or open space use in an Area Redevelopment Plan (ARP), when designated as "PE" (Public Park, School & Recreational District) pursuant to the Land Use By-law may be purchased from the Reserve Funds and shall thereafter be dedicated as "Reserve Land", and designated in accordance with Article 4.3.3.

9. FACILITY USE

9.1 Programming Coordination, Facility Sharing and Booking

9.1.1 The parties shall jointly coordinate, where appropriate, the development and delivery of programs in terms of location, marketing, user fees and subsidies, timing, frequency and level which are offered by the City of Calgary and the School Boards. Other agencies within the City of Calgary will be encouraged to participate in this coordination process.

9.1.2 The parties shall contribute to a common pool of facilities on the following basis:

1. Each party agrees to access these facilities through a common booking agency based in the Parks and Recreation Department of the City of Calgary;
2. Each party shall exchange or charge for the use of its facilities on an incremental operating cost basis;
3. Incremental operating costs are to be reviewed annually so as to enhance the equitable distribution of costs between the City of Calgary and the School Boards.

9. OPERATIVE FRAMEWORK

9.1 Need for Joint Committee

9.1.1 An Administrative Committee to be known as the "Joint Use Coordinating Committee" consisting of one representative from each School Board administration and two from the City of Calgary administration, is hereby established to coordinate and administer the Joint Use Agreement on behalf of the three bodies.

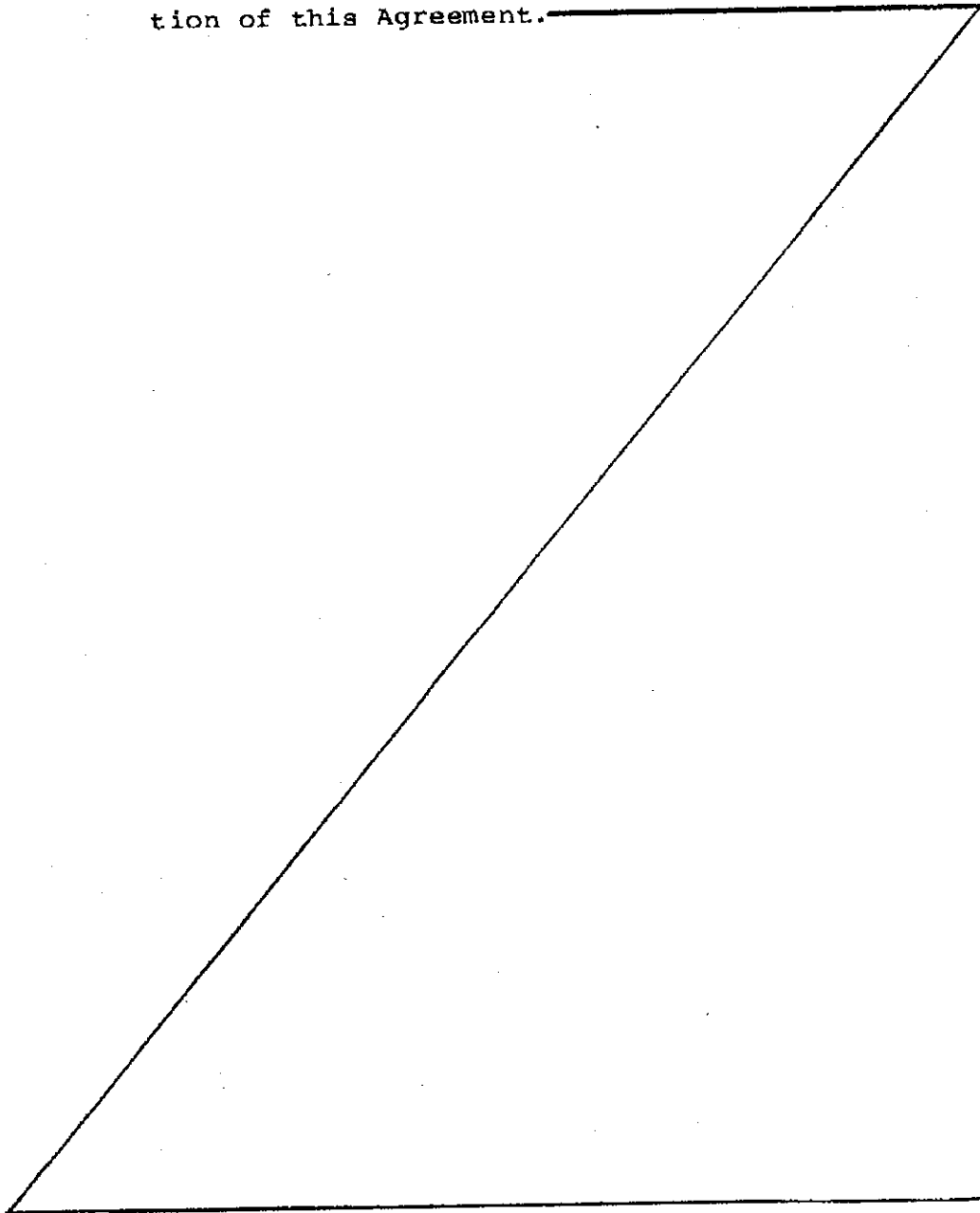
9.2 Duties of the Joint Use Coordinating Committee

9.2.1 The Joint Use Coordinating Committee shall:

1. Report to the Chief Administrative Officers of the City of Calgary, the Calgary Board of Education, the Calgary Separate School Board;
2. Prepare an "Annual Report" which summarizes the previous year's activities for submission to the Chief Administrative Officers;
3. Administer the Joint Trust;
4. Meet as often as necessary and at least on a quarterly basis;

5. Operate on a consensus basis on the understanding that on those issues on which agreement cannot be reached, reference is to be made to the Chief Administrative Officers and if no consensus then to the Chief Executive Officers for direction as to final resolution;
6. Set up sub-committees and delegate functions and responsibilities to them;
7. Report annually on the status of the Reserve Fund to all three parties;
8. Recommend on expenditures from the Reserve Fund for land acquisitions to Council as the circumstances arise;
9. Pursuant to Section 104 of the Planning Act, R.S.A. 1980, c. P-9 inform and direct the appropriate subdivision approving authority on the requirement for and the allocation of and other matters relative to the dedication of Reserve Lands and the taking of "money in place of" Reserve Lands;
10. Ensure that Reserve Lands are being used and administered in accordance with the provisions of the Planning Act;

11. Initiate allocation of previously dedicated Reserve Land in accordance with this Agreement;
12. Ensure coordination of use scheduling, setting of rates and fees, booking, planning, development, maintenance and the general administration of this Agreement.



10. REVIEW OF JOINT USE AGREEMENT

10.1 Former Agreements

10.1.1 All former agreements between the City of Calgary, the Calgary Separate School Board and the Calgary Board of Education with respect to the matters dealt with by this Joint Use Agreement will be terminated upon the execution of this Joint Use Agreement.

10.2 Review

10.2.1 The terms of the Joint Use Agreement will be reviewed:

1. Every five years and a report will be made by the Joint Use Coordinating Committee to the Chief Administrative Officers of the parties; and
2. After any changes of the Planning Act affecting the reserve provisions, the Joint Use Coordinating Committee will review this Joint Use Agreement and recommend any amendments necessitated by the changes to the planning legislation.

10.3 Amendments

10.3.1 Any party to the Agreement may submit for review by the Joint Use Coordinating Committee any proposed amendments which they believe are necessary to ensure the proper framework for the carrying out of their responsibilities under this Joint Use Agreement.

10.3.2 Any amendments submitted to the Joint Use Coordinating Committee in accordance with paragraph 10.3.1 will be reviewed and recommendations brought to the Chief Administrative Officers of the parties by the Joint Use Coordinating Committee within six (6) calendar months of the proposed amendments being Tabled.

10.3.3 If the Chief Administrative Officers of the parties agree upon proposed amendments arising from the recommendations of the Joint Use Coordinating Committee, the Chief Administrative Officers shall submit such proposed amendments for the approval of the Council of the City of Calgary on behalf of the Municipal Corporation and the Boards of Trustees of the Calgary Board of Education and the Calgary Separate School Board, on behalf of the School Auth-

orities, and if such approvals are obtained the amendments shall be incorporated into this Joint Use Agreement.

10.3.4 In the event that the Chief Administrative Officers of the parties do not agree upon such proposed amendments or in the event that the Council of the City of Calgary, and the Board of Trustees of the School Authorities do not all approve the proposed amendments, this Joint Use Agreement shall not be amended.

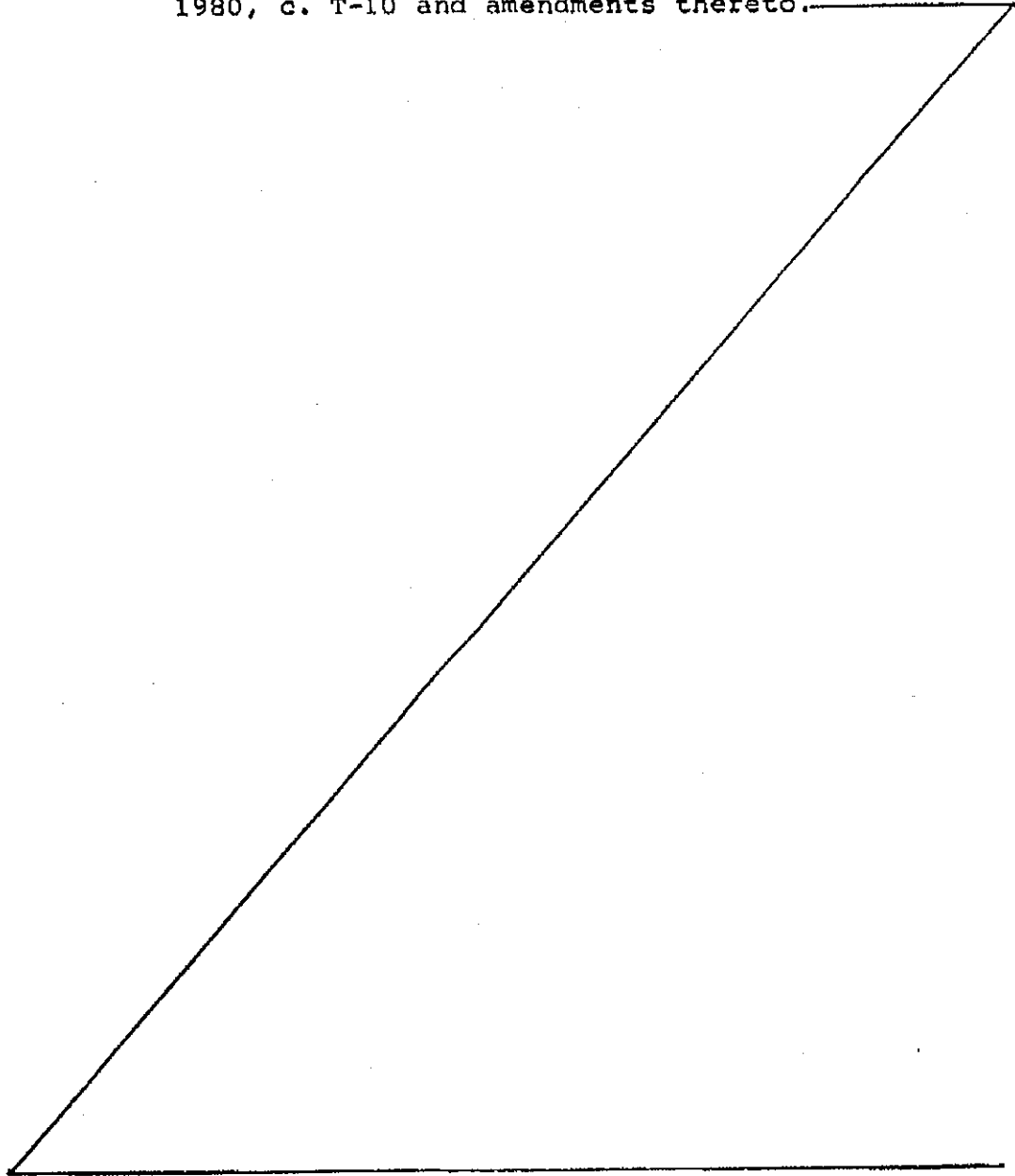
10.4 Termination

10.4.1 The parties recognize and hereby agree that they hold all Reserve Lands and the Reserve Fund in trust, in perpetuity, for the citizens of Calgary, subject to the legislative control and authority of the Government of Her Majesty the Queen in Right of Alberta.

10.4.2 Subject to 10.4.1, the parties agree that this Joint Use Agreement may be amended or terminated:

1. Upon the agreement of all the parties,
2. If all the parties are unable to agree upon the terms of any proposed amendment or a new

Joint Use Agreement, then the terms of the Joint Use Agreement may be varied, revoked or amended pursuant to the advice and direction of the Court of Queen's Bench in accordance with the provisions of the Trustee Act, R.S.A. 1980, c. T-10 and amendments thereto.



11. PROVISIONS FOUND INVALID

11.1 If one or more provisions of this Joint Use Agreement are, for any reason, held to be invalid, the parties intend that all remaining provisions are to remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the 04 day of ~~February~~ ^{MARCH}, 1985.

JS

APPROVED
As To Content
As To Form
As To Date

THE CITY OF CALGARY

Per: *[Signature]*
Commissioner

Per: *[Signature]*
City Clerk

THE BOARD OF TRUSTEES OF THE CALGARY BOARD OF EDUCATION

Per: _____

Per: _____

THE BOARD OF TRUSTEES OF THE CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DISTRICT NO. 1

Per: *[Signature]*

Per: _____

EXCLUDED SITES

CALGARY CATHOLIC SCHOOL BOARD

<u>Name</u>	<u>Address</u>
St. Martin De Porres High	2 Street & 19 Avenue S.W.
St. Mary's Community School	111 - 18 Avenue S.W.
St. Monica Elementary	19 Avenue & 2 Street S.W.

PROCEDURES FOR DISPOSING OF SURPLUS SCHOOL SITES & FACILITIES

1. The Calgary Board of Education or the Calgary Separate School Board will advise the Board of Commissioners of the City of Calgary, in writing, of surplus Non-Reserve school sites and facilities (hereinafter referred to as "property") which are available for disposal.
2. The City shall advise the appropriate School Board, in writing, whether it is, or is not, interested in acquiring the property described in Clause 1. If the response is negative or if no response is received by the School Board within 90 days, the School Board may dispose of such property in any manner it deems appropriate subject to the provisions of the School Act, R.S.A., 1980, c. S-3 as amended, and the By-laws and Regulations of the City of Calgary.
3. In the event that the City of Calgary wishes to acquire such property, the procedures set out in Clauses 4 through 10 hereafter shall apply.
4. The appropriate School Board and the City of Calgary shall forthwith explore the possibility of an exchange of properties, having regard to the land use designation (zoning) application to such properties.

5. In the event that mutual agreement cannot be reached on the exchange of other property for that property which the City of Calgary wishes to acquire, Clauses 6 through 10 shall apply.
6. The property or properties shall be appraised forthwith by two accredited appraisers, one selected by the School Board and one selected by the City of Calgary.
7. The City of Calgary shall submit to the School Board within 90 days of receipt of appraisals, an offer to purchase based on such appraisals.
8. In the event the School Board accepts such offer, the property shall be transferred to the City of Calgary by the School Board and the City of Calgary shall pay the agreed price.
9. In the event that the School Board does not accept the offer, the matter of compensation shall be subject to those procedures established in the Expropriation Act, R.S.A. 1980, c. E-16, and the parties agree to follow those procedures set out in Section 30 of the said Act. However, should the Board under the Expropriation Act decline to act, then compensation shall be determined under the Arbitration Act, R.S.A. 1980, c. A-43 by a Board of three (3) arbitrators who shall have reference to Article 7.2.4 of the Joint Use Agreement and

shall adhere to the "principles of compensation" as applicable under the Expropriation Act.

10. Appraisals and other costs related to these procedures shall be shared equally by the City of Calgary and the appropriate School Board.