

MUNICIPALITY OF JASPER
REGULAR COUNCIL MEETING AGENDA

Date: July 21, 2020 | Time: 1:30 pm

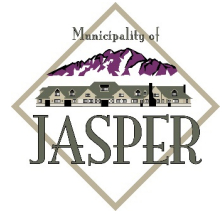


This meeting will be conducted virtually. To live-stream the meeting at **1:30 pm**, use the following Zoom link: <https://zoom.us/j/492811970>

Following an in camera (closed to the public) session, observers can tune back in through this Zoom link: <https://zoom.us/j/856033479>. To be notified of when Council is reconvening after its closed session, **send an email to kbyrne@town.jasper.ab.ca**. Please note that an in camera session could take several minutes or hours. **Council typically comes out of an in camera session and adjourns right away. It is rare for anything to be discussed or decided upon after an in camera session.**

- 1 CALL TO ORDER**
- 2 APPROVAL OF AGENDA**
 - 2.1 Regular meeting agenda, July 21, 2020 attachment
- 3 APPROVAL OF MINUTES**
 - 3.1 Regular meeting minutes, July 7, 2020 attachment
- 4 PRESENTATIONS**
- 5 BUSINESS ARISING FROM PREVIOUS MINUTES**
- 6 DEPARTMENT REPORTS**
- 7 BYLAWS**
 - 7.1 Bylaw Summary attachment
- 8 INFORMATION UPDATES**
 - 8.1 Arena and Curling Club capital project update verbal
- 9 REQUESTS FOR DECISION**
 - 9.1 RFD: Reopening of the Aquatic Centre and Activity Centre attachment
 - 9.2 RFD: CMHC Seed Funding for Affordable Housing Units attachment
 - 9.3 Notice: S-Block Paid Parking Fee Structure attachment
- 10 CORRESPONDENCE FOR INFORMATION, CONSIDERATION OR ACTION**
 - 10.1 Reopening of Culture & Recreation facilities
 - Amy Barrett attachment
 - Shannon Hofhuis attachment
 - Bode Hofhuis attachment
- 11 OTHER NEW BUSINESS**
- 12 COUNCILLOR REPORTS**
- 13 UPCOMING EVENTS**
- 14 IN CAMERA**
 - 14.1 Personnel Matter: Municipal reorganization – FOIP, S.24

MUNICIPALITY OF JASPER
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Date: July 21, 2020 | Time: 1:30 pm



15 ADJOURNMENT

Please note: All regular and committee meetings of Council are recorded.

Municipality of Jasper

Strategic Priorities 2018-2022

Council's aspiration is the continued enhancement of Community Health within the framework of the effective, efficient and fiscally responsible provision of municipal services.

To achieve that aspiration, Council has identified six priority areas on which to focus its efforts during the next four years.

Council's Mission

Council's mission is to advance the community's vision and interests by:

- fostering positive relationships;
- responsibly managing municipal finances and assets (through committed adherence to the municipal Asset Management Plan); and
- delivering municipal service levels effectively, efficiently and affordably.



Municipality of Jasper
Regular Council Meeting Minutes
Tuesday, July 7, 2020 | 1:30 pm

Electronic Meeting	The July 7, 2020 regular meeting was conducted virtually through Zoom. All meeting attendees participated or observed by electronic means.		
Present	Mayor Richard Ireland, Deputy Mayor Bert Journault, Councillors Paul Butler, Scott Wilson, Helen Kelleher-Empey, Jenna McGrath and Rico Damota		
Also present	Mark Fercho, Chief Administrative Officer Kayla Byrne, Legislative Services Coordinator Christine Nadon, Legislative Services Manager Natasha Malenchak, Director of Finance and Administration Lisa Daniel, Child Services Manager Kathleen Waxer, Director of Community and Family Services Joanne McQuarrie, Fitzhugh 10 staff members and observers		
Call to order	Mayor Ireland called the meeting to order at 1:32 pm		
Approval of agenda #193/20	MOTION by Councillor Kelleher-Empey – BE IT RESOLVED that Council approve the agenda for the regular meeting of July 7, 2020 as presented.		
	FOR 6 Councillors	AGAINST 0 Councillors	CARRIED
Approval of regular minutes #194/20	MOTION by Councillor McGrath – BE IT RESOLVED that Council approve the minutes of the June 30, 2020 regular Council meeting as presented.		
	FOR 6 Councillors	AGAINST 0 Councillors	CARRIED
Protective Services report	Council received a departmental report from the Director of Protective Services, highlighting protective services responses, fire inspections and a summary of recent meetings and training opportunities.		
Community and Family Services report	Council received a departmental report from the Director of Community and Family Services, highlighting various updates from Emergency Social Services, Community Development, Community Outreach Services and Childcare Services.		
	The Community and Family Services building remains closed to the public, however, in-person appointments are available.		
Bylaw Summary	Council received a list of bylaws currently in force and those in various stages of readings.		
Councillor Wilson	Councillor Wilson joined the meeting.		

Mandatory
masking in public
spaces

Rather than explore a mandatory mask wearing bylaw, Council directed staff to create a public health campaign to promote education and awareness to help stop the spread of the coronavirus.

Councillors suggested creating the Jasper Community Safety Pledge to help engage residents and visitors. People would pledge to do their part to keep residents and visitors safe by wearing a mask when physical distancing is difficult.

To provide clarity on the outcome of the public health campaign, Council voted on the following motion:

#195/20

MOTION by Councillor Butler – BE IT RESOLVED that Council direct Administration to develop a COVID-19 health information campaign, including:

- town entry signage
- signage for businesses and indoor public spaces
- leaflets to be distributed at park gates, if Parks Canada is willing
- a take the pledge program
- updates to the municipal website and social media

And to ensure communications strongly recommend masks in indoor public spaces and where physical distancing is difficult and messages of welcome and thanks.

FOR
7 Councillors

AGAINST
0 Councillors

CARRIED

RFD: Reopening
of the Fitness
Centre
#196/20

Following discussions on possible reopening dates, health guidelines, a possible increase in coronavirus cases, budget and staffing needs, Council voted on the following motion:

MOTION by Councillor Journault – BE IT RESOLVED that the Fitness Centre and climbing wall plan for reopening for September 21 with a confirming decision to be made by Council on September 1.

FOR
5 Councillors

AGAINST
2 Councillors (Mayor Ireland & Councillor Wilson)

CARRIED

Recess

Mayor Ireland called a recess from 3:14 pm until 3:30 pm.

Notice:
Reopening of the
Aquatic Centre
and Activity
Centre

Council gave notice it would consider reopening dates for the Aquatic Centre and the Jasper Activity Centre at its next regular meeting.

RFD: Electronic vehicle charging centre for Jasper #197/20

MOTION by Councillor McGrath – BE IT RESOLVED that Council designate the South end of the Connaught Municipal parking lot across from Robinsons as the location for EV charging stations in the Municipality of Jasper and that Council authorize the Mayor and CAO to enter into any agreements or grant funding request opportunities required to install Municipal or third party EV Chargers and infrastructure to the Council approved location, and that any agreements with third party providers be for up to 15 years, with options for renewal.

FOR
6 Councillors

AGAINST
1 Councillor Councillor Journault)

CARRIED

Municipal staff are now working with Tesla, ZAAP Charge Inc. and the Town of Edson on potential proposals to install Level 3 EV fast chargers. Updates on approved proposals will be provided as they become available.

Correspondence: Reopening the Jasper Activity Centre

Council received a letter from a resident in favour of keeping the Jasper Activity Centre closed until at least October.

Council received a letter from one of the Activity Centre's tenants, encouraging Council to reopen the centre.

Concrete barricades

Council received a letter from a local business owner regarding the concrete barricades, which are required for the extended sidewalk seating and retail area permits.

Enforcement of Domestic Animal Bylaw

Council received a letter from a resident encouraging more public awareness of section 4.1 of the Domestic Animal Bylaw. This was sent in reference to pet cats killing birds in town.

Administration also noted bylaw officers have recently been responding to numerous calls regarding wandering cats.

Economic Recovery Plan

Council received a letter from the province regarding its economic recovery plan.

Local business opportunity

Council received a meeting request from ZAAP Charge Inc. regarding an EV charging station proposal.

Councillor reports

Councillor McGrath will be absent from the July 14 Committee of the Whole meeting.

Mayor Ireland noted the Economic Recovery Task Force will start meeting bi-weekly rather than weekly.

Councillor Journault will attend the Trans-Canada Highway Association's AGM later in July.

In camera
#198/20

MOTION by Councillor Damota – BE IT RESOLVED that Council move in camera at 4:52 pm to discuss agenda item 14.1 Deliberative Matter: CUPE discussions – FOIP, S.17.

FOR
7 Councillors

AGAINST
0 Councillors

CARRIED

Revert to open
meeting
#199/20

MOTION by Councillor Kelleher-Empey – BE IT RESOLVED that Council revert to open meeting at 5:38 pm.

FOR
7 Councillors

AGAINST
0 Councillors

CARRIED

Adjournment
#200/20

MOTION by Councillor Damota – BE IT RESOLVED that, there being no further business, the regular meeting of July 7, 2020 be adjourned at 5:44 pm.

FOR
7 Councillors

AGAINST
0 Councillors

CARRIED

Mayor

Chief Administrative Officer

Municipality of Jasper Bylaw Summary

Updated: 5/29/2020

	Bylaw	Date Repealed	Repeals Bylaw	Replaced by Bylaw	Scheduled date for next reading				
					First Reading	Second Reading	Third Reading & Approval	Date Forwarded	Date Certified
227	Tax Rates Bylaw 2020		217		2020-May-19	2020-May-19	2020-May-26	2020-May-19	2020-May-20
226	Utility Fees Levy and Collection Bylaw 2020 A		223		2020-Apr-07	2020-Apr-07	2020-Apr-14	2020-Apr-07	2020-Apr-08
225	Supplementary Tax Bylaw 2020		214		2020-Jan-21	2020-Jan-21	2020-Feb-04	20-Jan-22	20-Jan-23
224	Supplementary Assessment of Improvements 2020		213		20-Jan-21	2020-Jan-21	2020-Feb-04	20-Jan-22	20-Jan-23
223	Utility Fees Levy and Collection Bylaw 2020		212		19-Dec-17	19-Dec-17	20-Jan-07	19-Dec-19	19-Dec-23
222	Records Management Bylaw				19-Nov-19				
221	Traffic Advisory Committee Repeal Bylaw		111		19-Oct-15	19-Nov-05	19-Nov-19		
220	Waste Water Treatment Plant Borrowing Bylaw				19-Aug-20	19-Oct-01	19-Oct-15		
219	Jasper Recreation Complex Renovation Phase 1 Borrowing Bylaw 2019				19-Aug-20	19-Oct-01	19-Oct-15		
218	Taxation of Hostelling International Property Bylaw 2019				19-Jul-16	19-Aug-13	19-Aug-20	19-Aug-14	19-Aug-15
217	Taxation Rates Bylaw 2019		209	227	19-May-21	19-May-21	19-Jun-04	19-May-27	19-May-27
216	Traffic Safety Bylaw 2019		195		19-Apr-16				
215	Waste Reduction Regulation Bylaw				19-Apr-02	19-May-21	19-Jun-04	19-May-27	19-May-27
214	Supplementary Tax Bylaw 2019		207		19-Jan-22	19-Jan-22	19-Feb-05	19-Jan-23	19-Jan-24
213	Supplementary Assessment of Improvements 2019		206		19-Jan-22	19-Jan-22	19-Feb-05	19-Jan-23	19-Jan-24
212	Jasper Levy and Collection of Utility Fees Bylaw 2019		205		18-Dec-18	18-Dec-18	8-Jan-19	18-Dec-18	19-Dec-18
211	Cannabis Consumption Bylaw				18-Sep-18	18-Sep-18	2-Oct-18	19-Sep-18	20-Sep-18
210	Regional Assessment Review Board Bylaw		201		5-Jun-18	19-Jun-18	3-Jul-18	25-Jun-18	26-Jun-18



REQUEST FOR DECISION

Subject: Reopening of the Aquatic Centre and Activity Centre

From: Mark Fercho, Chief Administrative Officer

Prepared by: Yvonne McNabb, Director of Culture and Recreation
Natasha Malenchak, Director of Finance and Administration
Christine Nadon, Legislative Services Manager

Date – Notice: July 7, 2020

Date – Decision: July 21, 2020, or a future date to be determined by Council

Recommendation:

- That Council approve an additional net deficit of \$115,000 to reopen the Aquatic Centre starting September 21, 2020 with reduced hours, as outlined in this report (pending staff availability and training).
- That Council approve an additional net deficit of \$70,000 to reopen the Activity Centre starting September 21, 2020 with reduced hours, as outlined in this report (pending staff availability and training).

Please note that the cost estimates brought forward for notice of decision on July 7 were based on a September 1, 2020 opening date at an additional net deficit of \$141,000 for the Aquatic Centre and \$76,000 for the Activity Centre. The recommendations above were adjusted to reflect Council discussions on this matter.

Options:

- Direct Administration to prepare cost estimates for other specific reopening dates for each facility;
- Defer making a decision until more information is available from a public health perspective; or
- Deny the request to reopen one or both facilities.

Reopening the Aquatic Centre on September 21, 2020 with reduced hours until the end of the year would require Council to approve an additional net deficit of \$115,000. This cost estimate is now based on the Fitness Centre reopening on September 21st as well. Estimates will be adjusted based on the outcome of the Fitness Centre decision and future Council direction.

Reopening the Activity Centre on September 21, 2020 with reduced hours until the end of the year would require Council to approve an additional net deficit of \$70,000.

COVID-19 Relaunch Strategy and Framework:

Provincial relaunch plan

- As announced on June 9 recreation facilities (including pools, arenas, fitness centres and community halls) are permitted to reopen in Stage 2, subject to provincial health and sanitation guidelines.

Safety mitigations

- Staff have reviewed the Alberta Health Services guidelines and determined that municipal facilities could reopen with restricted numbers, additional safety precautions in place for staff and users, and increased cleanliness standards. The cost of reopening the facilities presented in this report reflects this increase in operating standards.

Demand for service

- Assessing demand for the Culture and Recreation facilities services is difficult without formally requesting input from users through a survey or other more formalized data collection. Staff have been documenting service requests since June 24, but unlike Daycare where users must register to use the service, recreation facilities have more a drop-in and spontaneous usage, which is hard to document.
- Staff are still fielding requests for services on a daily basis. Programs that could resume if the Activity Centre reopens include dance (70 to 100 users) and gymnastics (approx. 140 users), which are both authorized to resume during Stage 2 of the provincial relaunch strategy.
- Reopening the Aquatic Centre and Activity Centre in September would allow for fall programming to begin, and would support the physical and mental health of Jasper residents as we approach the fall and winter months.

Fiscal responsibility

- Policy considerations for Council on this item include:
 - The current working estimates include \$50,000 in revenue for the rest of the year based on less attendance and reduced hours (as opposed to \$10,000 presented in the last report). This amount was increased due more demand and phone calls from contractors currently in Jasper requesting access to the service for their staff since the last council meeting.
 - When the Fitness and Aquatic Centre closed in March, memberships were credited back to customers' accounts, and some refunds were issued. This means membership holders will be able to resume using their memberships, once facilities reopen, but limited additional revenue will be generated from pass holders. If facilities do not reopen in 2020, memberships will be honored in 2021, and revenue amounts for that will again be lower than prior years. If an extended closure is contemplated, requests for refunds are likely to increase.
 - The budget estimates are based on a worse case scenario given the unpredictability of revenue to be generated for the rest of 2020.

Background:

Administration is recommending that Council provide notice of decision on reopening the Aquatic Centre and reopening the Activity Centre at the next regular meeting to enable a timely decision shall Council decide to move ahead with a September 21 reopening date. If this date is selected, a decision would be required at the July 21 meeting for the Aquatic Centre, to give staff enough time to recall employees (who may or may not return to work, which could lead to positions having to be posted) and complete all necessary tasks before reopening. The Activity Centre will require less time to prepare for reopening. Cost estimates for reopening both facilities include these considerations.

Councillors should also note that cost estimates will change based on the dates selected by Council. Estimates will be updated as Council provides more direction. As noted above, the reopening cost for the Aquatic Centre is tied to the reopening of the Fitness Centre, which is also before Council as a separate request for decision. Custodial and clerking costs can be shared if both facilities are open.

There are many unknown factors with respect to how Government of Alberta guidelines may change in the future, which could have a direct impact on costs and revenue. Staff continue to monitor changes and ensure the proposal follows the latest best practices.



REQUEST FOR DECISION

Subject: CMHC Seed Funding for Affordable Housing Units

From: Mark Fercho, Chief Administrative Officer

Prepared by: Natasha Malenchak, Director of Finance & Administration

Reviewed by: Christine Nadon, Legislative Services Manager

Date – Notice: June 30, 2020

Date – Discussion: July 7, 2020

Date – Decision: July 21, 2020

Recommendation:

- That Council authorize the Mayor and CAO to execute the attached CMHC Seed Funding Contribution Agreement and CMHC Seed Funding Loan Agreement to fund an 80-unit housing project on Connaught Drive, dependant on other successful grant applications;
- That Council pass the resolution provided by CMHC (attached) to borrow money on behalf of the Municipality of Jasper; and
- That Council direct Administration to prepare a borrowing bylaw for Council consideration in order to complete the financial process related to this application.

Options:

- That Council direct administration to proceed on a 40-unit Canadian Mortgage and Housing Corporation (CMHC) SEED Funding and/or loan application (would require new application);
- Phase from a 40-unit project to a 80-unit project depending on grant applications;
- Not move forward at this time.

Background:

- Derek Weiss, Independent Consultant for Colliers Group, completed an application to CMHC for the Connaught housing project for seed funding support, which was successful in the form of a grant for \$150,000 (this is the maximum seed funding value the program will provide) and interest free loan for \$100,000.
- The CMHC allowed the Municipality of Jasper a \$100,000 loan value (if we choose to access it) which is the maximum value the department would loan without collateral.



Relevant Legislation:

Policy B-020 Procurement

- Contracts of \$500,000 or more require approval by Council resolution
- Contracts less than \$500,000 may be brought to Council for approval at the discretion of the CAO

Alberta Municipal Government Act

Part 6, Section 213 – Signing or Authorization of Municipal Documents

(4) Agreements and cheques and other negotiable instruments must be signed or authorized

- a) by the chief elected official or by another person authorized by council to sign them, and
- b) by a designated officer, or by a designated officer acting alone if so authorized by council.

Strategic Relevance:

- Mission Statement – To provide open, honest and accountable government to the residents of Jasper.
- Governance – Seek out and pursue alternate sources of revenue;
- Housing – Dedicated to improve and expand the supply of housing in Jasper, focused on greatest need, affordability and health and safety, Council will:
 - Turn sod on at least one Community Housing Project while: continuing to work with the Alberta Rural Development Network on developing the Connaught Drive project;
- Fiscal Health – Enhance the municipal budget process

Financial:

- The Municipality of Jasper will not be required to pay interest to CMHC on the Repayment Amount until the Maturity Date (May 4, 2022). Interest on the Repayment Amount will commence on the thirtieth (30th) day following the Maturity Date, at a rate per annum equal to Canada Prime Rate¹ plus two percent (2%) as determined on the Maturity Date of this Agreement and calculated semi-annually and not in advance (“Interest”). CMHC, in its sole discretion may decide, in writing, to waive the Interest (or any part thereof) following the Maturity Date where the Borrower is in good standing under this Agreement.
- The 80-unit development will push the Municipality’s debt limit to 84% of its maximum allowed, and will impact the MOJ’s ability to borrow for other infrastructure priorities going forward. A request to the Minister would be required to extend borrowing past the debt limit.
 - Debt limit (Municipal Government Act)
252(1) No municipality may make a borrowing if the borrowing will cause the municipality to exceed its debt limit, unless the borrowing is approved by the Minister.
- **The next two-year debt projection requirements for recreation and wastewater treatment plant is approximately \$8.5M.**

Follow Up Actions:

- Development of a Borrowing Bylaw.



- Signatures required of council members (Funding Agreement, Loan Agreement and Resolution Signing Authority Bylaw Appendix).
- Director of Finance to fill out and submit necessary paperwork associated with the project.

Attachments:

- CMHC Application Approval Letter
- CMHC SEED Funding Contribution Agreement
- CMHC SEED Funding Loan Agreement
- Debt limit Summary (2019-year end, 40- and 80-Unit debt limit projection)
- Resolution Signing Authority Bylaw Appendix

Tel./Tél.: 613-748-2000

cmhc.ca

APPLICATION APPROVAL LETTER

May 4, 2020

Municipality of Jasper
303 Pyramid Lake Road
Jasper, AB T0E 1E0
Attention: Derek Weiss

RE: APPLICATION BY MUNICIPALITY OF JASPER (the "Recipient") FOR SEED FUNDING
CMHC SEED #5615840

Thank you for your recent Seed Funding Application (the "**Application**"). We are pleased to advise your Application has been reviewed and approved on April 30, 2020 for CMHC Seed Funding in the amount of \$250,000.00 (the "**Seed Funding**").

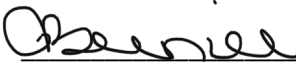
The Seed Funding is administered through a Contribution and Loan Agreement. Enclosed please find the Contribution and Loan Agreement. Please sign and return the Agreement(s) via email to core-contracting@cmhc.ca, along with the Signing Resolution (document that provides the name(s) of who has the financial authority to sign on behalf of the Company/Association) and we will execute the document and forward a fully executed copy to you for your files.

The Seed Funding is to be used specifically for the project and the related eligible activities outlined under Schedule A of the Contribution and Loan Agreement. In receiving the Seed Funding you are agreeing to remain in compliance with all of the terms and conditions of the Contribution and Loan Agreement. Advances shall be provided to you in accordance with Section 6 under the Contribution and Loan Agreement.

Congratulations on your successful Application. We look forward to working with you as your project moves forward.

Yours truly,

CANADA MORTGAGE AND HOUSING CORPORATION

Per: 
Name: Julie Bernier
Title: Manager, Financing Operations

CMHC SEED FUNDING CONTRIBUTION AGREEMENT

("Agreement")

BETWEEN

CANADA MORTGAGE AND HOUSING CORPORATION
("CMHC")

- AND -

MUNICIPALITY OF JASPER

("Recipient")

(Collectively referred to as the "**Parties**" and each individually a "**Party**" under this Agreement.)

WHEREAS under the Seed Funding Program established pursuant to Section 76 of the National Housing Act ("**Program**"), CMHC provides funding for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable.

and

WHEREAS the Recipient has requested CMHC Seed Funding from CMHC through the submission of an application which was approved by CMHC on April 30, 2020, for any one or more of the housing projects ("**Project**") and certain eligible costs associated with the Project, as identified under **Schedule A** of this Agreement (the "**Eligible Activities**"); and

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the funding provided by CMHC to the Recipient, the Recipient covenants and agrees with CMHC as follows:

1. Term of Agreement.

This Agreement shall become effective on May 4, 2020 ("**Effective Date**") and shall terminate on the second year anniversary of the Effective Date May 4, 2022 ("**Initial Term**"), unless terminated earlier in accordance with its terms. At CMHC's sole discretion and following the end of the Initial Term, this Agreement may be extended in writing by CMHC. Collectively the Initial Term and any CMHC authorized extension shall constitute the "**Term**" of this Agreement.

2. Seed Contribution and Maximum Financial Liability.

The maximum contribution of CMHC under this Agreement is \$150,000.00 (the "**Seed Contribution**"). The Recipient acknowledges and agrees that:

- (a) The Recipient's eligibility for the Seed Contribution is conditional upon the Recipient's ongoing compliance with the terms and conditions set out under this Agreement;
- (b) The Recipient shall use the Seed Contribution only for the approved Eligible Activities described in **Schedule A** (Project and Eligible Activities);
- (c) The Recipient must complete an assessment of the needs/demands and a preliminary financial feasibility assessment satisfactory to CMHC, at its discretion, prior to incurring expenses for other Eligible Activities;
- (d) The Seed Contribution shall not be used to finance Eligible Activities carried out prior to the Recipient's receipt of CMHC's Application Approval Letter confirming the Recipient's eligibility for the Seed Contribution; and
- (e) The Recipient's eligibility for the Seed Contribution does not constitute an assurance that the Project or associated Eligible Activities will be approved for other forms of CMHC or other federal assistance.

3. Project.

Project shall mean the housing project outlined under **Schedule A** of this Agreement. The Project shall, at all times during the Term of this Agreement, meet the minimum "affordability criteria" in accordance with available municipal/provincial standards or, failing such standards, as determined by CMHC.

4. Eligible Activities.

Eligible Activities shall include those activities related to the Project, which have been specifically approved by CMHC, and set out under **Schedule A** of this Agreement. The Recipient agrees that:

- (a) within the first twelve (12) months of the Effective Date of this Agreement, the Recipient shall have invoiced at least 50% of the Seed Contribution for the Eligible Activities identified under Schedule A; and
- (b) within ten (10) calendar days of the end of the Initial Term of this Agreement, May 14, 2022, the Recipient shall have completed and invoiced the remaining Eligible Activities identified under Schedule A.

5. Approval of Eligible Activities.

Notwithstanding the approval by CMHC of the Eligible Activities or the receipt by CMHC of reports or other documentation in respect of the Eligible Activities, the Borrower will be solely responsible for completing the Eligible Activities and obtaining appropriate professional advice to complete the Eligible Activities. CMHC will not be liable for approving the Eligible Activities, providing a Seed Contribution to complete the Eligible Activities or receiving or reviewing any reports or other documentation in respect of the Eligible Activities. Any reports or other documentation delivered to CMHC by the Borrower in respect of the Eligible Activities will be solely for the purposes of confirming compliance with this Agreement and under no circumstances will CMHC be responsible for the content of any such reports or other documentation or ensuring compliance by the Borrower with any such reports or other documentation.

6. Semi-Annual Report

The Recipient shall provide CMHC with a semi-annual progress report (the "**Report(s)**"), which shall include: (i) a detailed report on the progress of the Eligible Activities, accompanied by a schedule outlining the expected timeframes for completion of the Eligible Activities, (ii) updates on accomplishments that have been completed on the Eligible Activities since the last Report, and (iii) where applicable, a detailed account of the challenges or possible challenges that have impeded or may impede completion of the Project.

Commencing on the Effective Date of this Agreement and until the termination of this Agreement, the Report is due six (6) months from the Effective Date and every six (6) months thereafter unless this Agreement is terminated earlier in accordance with its terms.

7. Advances.

Provided that the Recipient is in compliance with all of the provisions of this Agreement and has submitted detailed invoices evidencing the actual and reasonable expense for the Eligible Activities, the Seed Contribution will be advanced to the Recipient in an amount equal to such invoice amounts provided by the Recipient. Collectively the advances under this Agreement shall not exceed the amount of the Seed Contribution.

CMHC shall not advance funds to the Recipient where the Eligible Activities are not completed to CMHC's satisfaction, in its sole opinion, and within the timeframes set out in Section 4(a) and (b) of this Agreement.

8. Independent Recipient.

It is the intention of the Parties that CMHC is solely a financial contributor to the Eligible Activities and that the Eligible Activities shall not be a partnership or joint venture between CMHC and the Recipient or any other person.

9. Release Information regarding the Eligible Activities.

The Recipient shall allow CMHC the use any information submitted or provided in connection with the Project in CMHC media releases, publications or other venues as deemed appropriate by CMHC.

10. Acknowledgement of Seed Contribution.

Where the Recipient plans to publish any reports and/or materials relating to the Eligible Activities supported by the Seed Contribution, the Recipient shall: (i) notify CMHC in writing of any such publication at least fifteen (15) business days prior to such publication, and (ii) if so requested by CMHC in writing, acknowledge CMHC's financial support of the Eligible Activities in such publications in the following manner:

"This [Project name/description] received funding from Canada Mortgage and Housing Corporation (CMHC), however, the views expressed are the personal views of the author and CMHC accept no responsibility for them/Ce [Projet nom/la description] est financé en partie par la Société canadienne d'hypothèques et de logement (SCHL), cependant, les opinions exprimées sont les opinions personnelles de l'auteur et la SCHL accepte aucune responsabilité pour ces opinions."

11. Intellectual Property.

All information and materials produced under this Agreement shall be the exclusive property of the Recipient and the Recipient shall have copyright therein. Subject to the terms and conditions of this Agreement, the Recipient hereby grants to CMHC an exclusive, perpetual, royalty-free licence to use all or part of the information and materials produced under this Agreement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. This licence so granted shall survive the termination of this Agreement.

12. Indemnification.

The Recipient agrees to indemnify and save harmless CMHC, its officers and employees against all claims demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this Agreement whether or not CMHC is named party in such actions, suits or proceedings.

13. Personal Liability.

Where the Recipient is not an incorporated organization, the representatives of the Recipient, signing this Agreement on behalf of the Recipient, acknowledge that THEY SHALL BE PERSONALLY LIABLE ON A JOINT AND SEVERAL BASIS FOR ALL obligations of the Recipient under this Agreement including without limitation Section 12 (Indemnity), Section 15 (Fraud, Misconduct or Misrepresentation), Section 17 (Termination) and Section 21 (Conflict of Interest).

14. Records.

The Recipient will keep proper and detailed records and statements of account, including receipts, vouchers, invoices, and other documents related to the cost of carrying out the Eligible Activities and shall permit CMHC, or its designated representative, to access to such records and statements for audit and inspection purposes within five (5) business days of such written request from CMHC.

15. Fraud, Misconduct, or Misrepresentation.

Notwithstanding Section 17 of this Agreement, if CMHC is of the opinion that there has been fraud, misconduct, or misrepresentation on the part of the Recipient or its representatives, then CMHC shall have the right to immediately terminate this Agreement and, all of the Seed Contribution disbursed to the Recipient by CMHC shall be immediately repayable by the Recipient to CMHC. In the event that the Recipient is not a legal entity, the representatives of the Recipient signing this Agreement shall be liable to CMHC on a joint and several basis for the repayment of the Seed Contribution in accordance with the terms of this Section 15.

16. Confidentiality.

For the purposes of this Agreement, “**Confidential Information**” includes, but is not limited to, any information that has been or will be disclosed in any form by one Parties under this Agreement to the other Party. The Parties shall hold all Confidential Information in trust and in the strictest confidence, using efforts and a standard of care fully commensurate with those which the Parties employ for protection of their own confidential information and shall employ such precautions as are necessary to prevent unauthorized use, access to and disclosure of Confidential Information. Confidential Information may be disclosed by the Parties solely for the purposes of carrying out each Parties obligations under this Agreement and to the extent that such disclosure is required by court or regulatory order or as otherwise required by law or regulation, provided, however, that each Party shall notify the other Party immediately upon learning of the possibility of any such requirement in order to allow that Party a reasonable opportunity to contest or limit the scope of such required disclosure (including application for a protective order or other remedy). The Parties shall comply with all applicable legal requirements and, without limiting the generality of the foregoing, nothing in this Agreement shall be construed in a manner that would contravene the *Access to Information Act* (Canada) or the *Privacy Act* (Canada).

17. Termination.

- (1) CMHC may, by written notice to the Recipient (the “**Notice of Termination**”), immediately terminate this Agreement if:
 - (a) the Recipient has breached one or more of its obligations under this Agreement and has not remedied its obligations, to the sole satisfaction of CMHC, within thirty (30) calendar days of the date on which such breach occurred, or within any other timeframe that the Parties have agreed to in writing (as the case may be), or
 - (b) the Recipient has become bankrupt or insolvent, or is otherwise unable to meet its financial obligations, or
 - (c) the Project does not proceed within two (2) years after the initial advance of the Seed Contribution is disbursed by CMHC to the Recipient.

- (2) Notwithstanding any other provision of this Agreement, CMHC may terminate this Agreement for any reason upon ten (10) calendar days' written notice to the Recipient, including without limitation, if funding for the Program is no longer available due to no or insufficient appropriations by the Government of Canada. In such event, CMHC will advance funding for the invoices relating to the Eligible Activities that have been completed up to the date of the Notice of Termination.
- (3) Upon termination of this Agreement by CMHC, CMHC will have no further liability of any kind to the Recipient and the Recipient shall return all of the Seed Contribution paid to the Recipient by CMHC within thirty (30) calendar days of the date of the Notice of Termination.
- (4) Notwithstanding any other term or condition of this Agreement to the contrary, Section 11 (Intellectual Property), Section 12 (Indemnification), Section 13 (Personal Liability) and Section 16 (Confidentiality) of this Agreement, and all other provisions of this Agreement necessary to give effect thereto, shall survive any expiry or termination of this Agreement.

18. Entire Agreement.

The Parties agree that the Schedule A (Project and Eligible Activities) will form a part of the Agreement and is of full force and effect for the entire Term of the Agreement. This Agreement contains all of the agreements and understandings between the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties. If any provision of the Agreement is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Agreement and any Schedules attached hereto, will continue to be in full force and effect. The failure of CMHC to insist on strict compliance with one or more of the terms of the Agreement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by both Parties. For greater clarity, the written waiver by either Party of any breach of any provision of this Agreement by the other Party, shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of the Agreement.

19. Binding Agreement.

This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Recipient without the prior written consent of CMHC. Any amendment to this Agreement must be provided and approved by CMHC in writing.

20. No use of Name or Logo.

It is agreed that the Recipient will make no use whatsoever of the name, logo or initials of CMHC without the express written consent of CMHC.

21. Conflict of Interest.

The Recipient shall avoid any conflict of interest during the Term of this Agreement and shall immediately declare any existing, potential or apparent conflict of interest and shall, upon direction of CMHC, take steps to eliminate any conflict of interest, or perception that a conflict of interest exists. In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate this Agreement and the repayment requirements under Section 17(3) of this Agreement shall apply.

22. House of Commons.

No member of the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

23. Governing Law and Jurisdiction.

This Agreement is made under, and will be governed by and construed in accordance with the laws of the province or territory in which the Project is located. The courts of such jurisdiction shall exclusively hear any dispute related to the validity, interpretation or performance of this Agreement.

24. Notice.

Delivery of notice under this Agreement shall be effective three (3) days after posting by regular mail, or on the day following transmission by fax or e-mail, to the Parties at the following addresses:

CMHC:

700 Montreal Road,
Ottawa, ON K1A 0P7
Financing Operations
Fax: 613-748-2404
E-mail: abinhs@cmhc-schl.gc.ca

MUNICIPALITY OF JASPER :

303 Pyramid Lake Road
Jasper, AB T0E 1E0
Contact : Derek Weiss
E-mail : derek.weiss@outlook.com

25. No Disbursement Prior to the Signing of the Agreement.

None of the Seed Contribution shall be disbursed until a copy of this Agreement is signed by the Recipient and delivered to CMHC.

26. Counterparts and Electronic Delivery.

This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same Agreement. Execution and delivery of this Agreement by electronic mail or other electronic transmission, including portable document format ("pdf"), shall have the same legal effect as physical delivery of this Agreement bearing original signatures and any signature on a pdf form of this Agreement shall be deemed to be equivalent to an original signature for all purposes.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement.

MUNICIPALITY OF JASPER

Signature: _____

Name: _____

Title: _____

Witness: _____

Signature: _____

Name: _____

Title: _____

Witness: _____

I/We have the authority to bind the Recipient.

CANADA MORTGAGE AND HOUSING CORPORATION

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

I have the authority to bind the Corporation.

Schedule A**PROJECT AND ELIGIBLE ACTIVITIES****1. The Project in receipt of the Seed Contribution is described as follows:**

New Construction of 80 affordable units.

2. The CMHC approved Eligible Activities are specified below:

- ☒ Analysis of need and demand for the proposed project;
- ☒ Special purpose surveys;
- ☒ Preliminary financial feasibility;
- ☒ Business plan;
- ☒ Incorporation;
- ☐ Option to purchase (loan only);
- ☐ Registration of security (loan only);
- ☒ Professional appraisal;
- ☒ Site surveys;
- ☒ Planning fees (for example, rezoning, development agreement costs);
- ☒ Preliminary design;
- ☒ Project viability assessment plan/analysis-pro forma;
- ☒ Environmental site assessments;
- ☒ Geotechnical surveys (soil load-bearing tests);
- ☒ Energy/accessibility modelling studies (cost-benefit analyses);
- ☒ Engineering studies (for example, wind, shadow and traffic impact analyses);
- ☒ Project drawings and specifications;
- ☒ Construction cost estimates;
- ☒ Quantity Surveyor;
- ☒ Contract documents;
- ☒ Development permits;
- ☒ Final viability / analysis – pro forma;
- ☒ Completion appraisal;
- ☐ Other (please specify);

CMHC SEED FUNDING LOAN AGREEMENT

THIS AGREEMENT made this May 4, 2020

BETWEEN

CANADA MORTGAGE AND HOUSING CORPORATION

("CMHC")

- AND -

MUNICIPALITY OF JASPER

("Borrower")

(Collectively referred to as the "**Parties**" and each individually a "**Party**" under this loan agreement ("Agreement").)

WHEREAS under the Seed Funding Program, established pursuant to Section 76 of the National Housing Act ("**Program**"), CMHC may provide funding for the development or implementation of proposals to help increase the supply of affordable housing and to assist the continued viability and affordability of existing projects.

AND WHEREAS the Borrower has requested Program funding from CMHC through the submission of a loan application dated April 17, 2020 ("**Application**"), which was subsequently approved by CMHC on April 30, 2020 ("**Application Approval**"), for the housing project identified under **Schedule A** of this Agreement (the "**Project**") and certain eligible costs associated with such projects, as identified under **Schedule A** of this Agreement (the "**Eligible Activities**");

NOW THEREFORE, the Parties agree to enter into this Agreement in respect of the Project, on and subject to the following terms and conditions:

1. Seed Loan.

Subject to the terms and conditions of this Agreement, CMHC agrees to provide a loan to the Borrower up to an amount of \$100,000.00 (the "**Seed Loan**"). The Borrower's eligibility for the Seed Loan does not constitute an assurance that the Project or associated Eligible Activities will be approved for CMHC loan insurance, or other forms of CMHC or federal assistance. The Borrower agrees to use the proceeds from the advances under this agreement only for Eligible Activities.

2. Advances.

This Agreement shall become effective on May 4, 2020 ("**Effective Date**") and the Borrower will submit invoices evidencing expenditure of amounts to pay for the Eligible Activities equal to 100% of the Seed Loan and request advances for such expenditures in each case within 36 months of the Effective date. For greater certainty, if the Maturity Date (as defined below) occurs prior to 36 months following the Effective Date then the Borrower will be required to submit invoices evidencing expenditure of amounts to pay for the Eligible Activities equal to 100% of the Seed Loan and request advances for such expenditures by such earlier date.

The Borrower shall submit detailed invoices or receipts evidencing the actual expense for the Eligible Activities ("**Requested Amount**") at least ten (10) business days prior to the proposed advance date. Provided CMHC is satisfied, in its sole discretion, that:

- (a) the Eligible Activities have been completed within the timeframes set out under this Agreement;
- (b) the aggregate amount of all advances made under this Agreement will not exceed the maximum amount of the Seed Loan provided under Section 1 of this Agreement; and
- (c) the Borrower is in compliance with all of the provisions of this Agreement,

CMHC will advance an amount not exceeding the Requested Amount. CMHC reserves the right to limit the amount reimbursed with respect to the Eligible Activities, to reasonable amounts charged for comparable services. At any time before or after making any advances under this Agreement, CMHC may, in its sole discretion, without notice, reduce the maximum amount of the Seed Loan to such lesser amount as CMHC may determine in its sole discretion.

3. Approval of Eligible Activities.

Notwithstanding the approval by CMHC of the Eligible Activities or the receipt by CMHC of reports or other documentation in respect of the Eligible Activities, the Borrower will be solely responsible for completing the Eligible Activities and obtaining appropriate professional advice to complete the Eligible Activities. CMHC will not be liable for approving the Eligible Activities, providing a Seed Loan to complete the Eligible Activities or receiving or reviewing any reports or other documentation in respect of the Eligible Activities. Any reports or other documentation delivered to CMHC by the Borrower in respect of the Eligible Activities will be solely for the purposes of confirming compliance with this Agreement and under no circumstances will CMHC be responsible for the content of any such reports or other documentation or ensuring compliance by the Borrower with any such reports or other documentation.

4. Repayment.

- (1) The “**Repayment Amount**” shall include all amounts of the Seed Loan advanced under this Agreement, prior to the “**Maturity Date**”. The Repayment Amount shall be repayable on the Maturity Date, which date shall be the earlier of: (i) the date on which the Borrower receives a Project Financing (as defined in Section 7(2)), or (ii) the third (3) year anniversary of the Effective Date or (iii) the date on which the Borrower notifies, in writing, CMHC that the Project has been discontinued or otherwise abandons the Project or (iv) the date of a Notice of Termination (as defined under Section 10(1)) or (v) the date on which CMHC notifies the Borrower, in writing, of its determination that the Borrower has failed to meet its Project objectives in accordance with the “**Reports**” (as defined herein). CMHC shall maintain, in accordance with its usual practice, accounts evidencing the Repayment amount; and the information entered in such accounts shall constitute conclusive evidence of the Repayment Amount absent manifest error.
- (2) Where the Borrower is in receipt of a “**Project Financing**”, the Borrower shall instruct and direct the Project Financing lender to directly disburse to CMHC the entirety of the Repayment Amount in the first advance under the Project Financing, unless otherwise agreed by the Parties hereto in writing. The Borrower shall issue written instructions to such lender to this effect, with a copy to CMHC.
- (3) When a repayment is required under this Agreement, other than pursuant to Sections 7(2), the Borrower shall repay the entirety of the Repayment Amount to CMHC within thirty (30) days of the Maturity Date, unless CMHC, in its sole discretion, agrees in writing to an alternate repayment schedule, not to exceed twenty-four (24) months and interest shall be paid in accordance with Section 5. CMHC, in its sole discretion may agree to extend the repayment period.

5. Interest.

The Borrower will not be required to pay interest to CMHC on the Repayment Amount until the Maturity Date. Interest on the Repayment Amount will commence on the thirtieth (30th) day following the Maturity Date, at a rate per annum equal to Canada Prime Rate¹ plus two percent (2%) as determined on the Maturity Date of this Agreement and calculated semi-annually and not in advance (“**Interest**”). CMHC, in its sole discretion may decide, in writing, to waive the Interest (or any part thereof) following the Maturity Date where the Borrower is in good standing under this Agreement.

6. Costs and Expenses.

The Borrower will bear all of the out-of-pocket costs and expenses incurred by CMHC in respect of the preparation, negotiation, execution, amendment, waiver, or enforcement of this Agreement or any related, including any fees and expenses of legal counsel for CMHC (the “**Fees and Expenses**”).

7. Reporting Requirements.

(1) Semi-Annual Reporting.

The Borrower shall provide CMHC with a semi-annual progress report (“**Report(s)**”), which shall include: (i) a detailed report on the progress of the Eligible Activities, accompanied by a schedule outlining the expected timeframes for completion of the next six (6) month’s Eligible Activities, (ii) updates on accomplishments that have been completed on the Eligible Activities since the last submitted Report, and (iii) where applicable, a detailed account of the challenges or possible challenges that have impeded or may impede completion of the Project. In reviewing such Reports, CMHC will determine, in its sole discretion, whether the reports indicate the timely realization of the Project and Eligible Activities by the Borrower, as well as the Borrower’s continued ability to perform the Project objectives, failing which CMHC may exercise its right to terminate this Agreement in accordance with Section 9 (2) of this Agreement.

¹ The Canada Prime Rate as established by the Bank of Canada shall apply.

Commencing on the Effective Date of this Agreement and until the Maturity Date of this Agreement, the Reports are due six (6) months following the Effective Date and every six (6) months thereafter unless this Agreement is terminated earlier in accordance with its terms.

(2) Project Reporting.

The Borrower shall provide CMHC with immediate written notice if/when the Project proceeds to a commitment for capital financing or a commitment for other funding to be used in the advancement of the Project (the “**Project Financing**”). Such notice shall attach the commitment letter from the lender of the Project Financing and shall specify: (i) the name of the lender of the Project Financing, (ii) the date on which the Project Financing is to be disbursed by such lender, and (iii) the amount of the Project Financing.

8. Representations and Warranties.

The Borrower represents and warrants to CMHC as at the date of this Agreement, and on the date each Requested Advance is submitted that:

- (a) it is duly incorporated, organized, established and validly existing under the laws of its jurisdiction of incorporation, operation, and organization, as the case may be;
- (b) the execution, delivery and performance by the Borrower of the terms of this Agreement and of each document to be delivered by it with respect thereto are: (i) within the Borrower’s powers and have been duly authorized by all necessary action; and (ii) do not violate any law, statute, regulation, ordinance or decree applicable to it in the Province of Alberta or the federal laws of Canada applicable therein;
- (c) this Agreement and each document with respect thereto have been duly executed and delivered by the Borrower and constitute direct, legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms;
- (d) there are no legal proceedings pending or, so far as is known to the Borrower, threatened against any of the Borrower which could or would materially adversely affect the Borrower’s financial condition or its operations, or its ability to perform its obligations under this Agreement;
- (e) it is not in violation of any term of its documents or of any agreement to which it or its business or assets or the Project are subject; and the entering into, performance of and compliance with this Agreement will not result in any such violation or constitute a default under or be in conflict with any such term; and

The Borrower shall indemnify and hold CMHC harmless on account of any circumstances that make any of the above representations incorrect.

9. Covenants.

The Borrower covenants and agrees to:

- (a) promptly notify CMHC of the occurrence of any Event of Default (as defined under Section 9 of this Agreement) or of any event that with notice, lapse of time or a determination hereunder or any combination thereof would constitute an Event of Default;
- (b) pay when due all taxes payable by it;
- (c) at all times comply with all applicable laws, including all Environmental Laws, and regulations relating to it and its operations;
- (d) Use the Seed Loan only for the approved Eligible Activities carried out after the Borrower’s receipt of CMHC’s Application Approval Letter confirming the Borrower’s eligibility for the Seed Loan;
- (e) ensure that the Project continues to meet, during the life of this Agreement, the minimum “Affordability Criteria” in accordance with any applicable municipal/provincial standards or where such standards do not exist, as determined by CMHC;
- (f) promptly, and in any event within three (3) days of such change, notify CMHC of any change in its name or the location of its chief executive office;
- (g) Complete the Eligible Activities and submit invoices in respect of expenditures to complete the Eligible Activities within the time required pursuant to Section 2.

10. Events of Default.

- (1) The Parties hereto agree that, if any one or more of the following events (each an "**Event of Default**") has occurred:
- (a) if CMHC considers that the Project no longer satisfies all applicable "Affordability Criteria" in accordance with any applicable municipal/provincial standards or where such standards do not exist, as determined by CMHC;
 - (b) if the Borrower is not in compliance with applicable laws, including all Environmental Laws, and regulations relating to it and its operations and cannot remedy, to the sole satisfaction of CMHC, such non-compliance with laws;
 - (c) if, in CMHC's sole opinion, the Project does not proceed in a timely manner and/or in accordance with the Reports described in Section 7 of this Agreement, or if the Borrower otherwise discontinues or abandons the Project, unless otherwise agreed by CMHC in writing;
 - (d) if any representation or warranty made by the Borrower under this Agreement or in any related document or opinion, was incorrect when made or deemed to be made or becomes incorrect during the duration of this Agreement and is incurable or remains uncured by the Borrower for a period of more than ten (10) business days of the earliest discovery by either of the Parties of such error;
 - (e) if the Borrower has breached or failed to fulfill any one or more of its obligations under this Agreement and has not remedied such breach or failure and to the sole satisfaction of CMHC, within thirty (30) calendar days of the date on which such breach occurred, or within any other timeframe that the Parties have agreed to in writing;
 - (f) if proceedings are started by any person to dissolve, liquidate, or wind up the Borrower or to suspend any of its operations;
 - (g) if the Borrower: (i) makes an assignment for the benefit of its creditors; or (ii) is declared by any competent authority to be bankrupt or insolvent; or (iii) starts any proceeding relating to itself under any present or future reorganization, arrangement, adjustment of debt, dissolution or liquidation law of any jurisdiction;
 - (h) if the Borrower: (i) fails to pay any amount due, under any one or more loans related to the Project or (ii) is in default under any one or more such loans related to the Project;
 - (i) if fraud or misrepresentation as described under Section 17 of this Agreement on the part of the Borrower or its representatives has occurred or is continuing without remedy to the satisfaction of CMHC; and
 - (j) if any other event or circumstance occurs which, in the sole discretion of CMHC, is likely to materially and adversely affect the Borrower's ability to successfully proceed with the Project or otherwise perform all or any of its obligations under this Agreement;

then, CMHC shall make no further advances in accordance with Section 2 of this Agreement and may, by written notice to the Borrower (the "**Notice of Termination**"): (i) terminate this Agreement, and/or (ii) declare all or part of the indebtedness of the Borrower hereunder to be immediately due and payable to CMHC, without any further demand or notice of any kind. In the case of (ii) the Borrower shall return all or part, as determined by CMHC in its sole discretion, of the Seed Loan advanced to the Borrower and any interest permitted by law and in accordance with Section 5 of this agreement by CMHC within thirty (30) calendar days of the date of the Notice of Termination.

- (2) Notwithstanding any other provision of this Agreement, CMHC may terminate this Agreement for any reason upon ten (10) calendar days' written notice to the Borrower, including without limitation, if funding for the Program is no longer available including due to no or insufficient appropriations by the Government of Canada. In such event, CMHC will advance funding for the invoices relating to the Eligible Activities that have been completed up to the date of the Notice of Termination.
- (3) Notwithstanding any other term or condition of this Agreement to the contrary, Section 14 (Intellectual Property), Section 15 (Indemnification), and Section 18 (Confidentiality) of this Agreement, and all other provisions of this Agreement necessary to give effect thereto, shall survive any expiry or termination of this Agreement.

11. Independent Borrower.

It is the intention of the Parties that CMHC is solely a lender to assist the Borrower in the performance of the Eligible Activities and that the Project and the Eligible Activities shall not be a partnership or joint venture between CMHC and the Borrower or any other person.

12. Release Information regarding the Eligible Activities.

The Borrower shall allow CMHC to use any information submitted or provided in connection with the Project in CMHC media releases, publications or other venues as deemed appropriate by CMHC.

13. Acknowledgement of Seed Loan.

Where the Borrower plans to publish any reports and/or materials relating to the Eligible Activities supported by the Seed Loan, the Borrower shall: (i) notify CMHC in writing of any such publication at least fifteen (15) business days prior to such publication, and (ii) if so requested by CMHC in writing, acknowledge CMHC's financial support of the Eligible Activities in such publications in the following manner:

"This [Project name/description] received financing from Canada Mortgage and Housing Corporation (CMHC), however, the views expressed are the personal views of the author and CMHC accept no responsibility for them/Ce [Projet nom/la description] est financé en partie par la Société canadienne d'hypothèques et de logement (SCHL), cependant, les opinions exprimées sont les opinions personnelles de l'auteur et la SCHL accepte aucune responsabilité pour ces opinions."

14. Intellectual Property.

All information and materials produced under this Agreement shall be the exclusive property of the Borrower and the Borrower shall have copyright therein. Subject to the terms and conditions of this Agreement, the Borrower hereby grants to CMHC an exclusive, perpetual, royalty-free licence to use all or part of the information and materials produced under this Agreement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC.

15. Indemnification.

The Borrower agrees to indemnify and save harmless CMHC, its officers, directors and employees against all claims demands, actions, suits or other proceedings, including but not limited to environmental actions, of every nature and kind arising from or in consequence of the performance of its obligations or its failure to act under this Agreement or any document related thereto, whether or not CMHC is named a party in such actions, suits or proceedings.

16. Records.

The Borrower will keep proper and detailed records and statements of account, including receipts, vouchers, invoices, and other documents related to the cost of carrying out the Eligible Activities and shall permit CMHC, or its designated representative, to access to such records and statements for audit and inspection purposes within five (5) business days of such written request from CMHC.

17. Fraud, Misconduct, or Misrepresentation.

Notwithstanding Section 10 of this Agreement, if in CMHC's sole discretion, fraud, misconduct, or misrepresentation by the Borrower or its representatives has occurred, then CMHC shall have the right to immediately terminate this Agreement and, all of the Seed Loan disbursed to the Borrower by CMHC shall be immediately repayable by the Borrower to CMHC.

18. Confidentiality.

For the purposes of this Agreement, "**Confidential Information**" includes, but is not limited to, any information that has been or will be disclosed in any form by one of the Parties under this Agreement to the other Party. The Parties shall hold all Confidential Information in trust and in the strictest confidence, using efforts and a standard of care fully commensurate with those which the Parties employ for protection of their own confidential information and shall employ such precautions as are necessary to prevent unauthorized use, access to and disclosure of the Confidential Information. The Confidential Information may be disclosed by the Parties solely for the purposes of carrying out each Parties obligations under this Agreement and to the extent that such disclosure is required by court or regulatory order or as otherwise required by law or regulation, provided, however, that each Party shall notify the other Party immediately upon learning of the possibility of any such requirement in order to allow that Party a reasonable opportunity to contest or limit the scope of such required disclosure (including application for a protective order or other remedy). The Parties agree to comply with all applicable legal requirements and, without limiting the generality of the foregoing, nothing in this Agreement shall be construed in a manner that would contravene the *Access to Information Act* (Canada) or the *Privacy Act* (Canada).

19. Conflict of Interest.

The Borrower shall avoid any conflict of interest during the life of this Agreement and shall immediately declare any existing, potential or apparent conflict of interest and shall, upon direction of CMHC, take steps to eliminate any conflict of interest, or perception that a conflict of interest exists. In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate this Agreement and the repayment requirements under Section 10 of this Agreement shall apply.

20. Entire Agreement.

- (1) The Parties agree that **Schedule A** (Project and Eligible Activities), **Schedule B** (Defined Terms), and **Schedule C** (Conditions Precedent), form a part of the Agreement and are of full force and effect for the duration of this Agreement. This Agreement contains all of the agreements and understandings between the Parties and no other representatives or warranties, verbal or otherwise, exist between the Parties. If any provision of the Agreement is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Agreement and any Schedules attached hereto, will continue to be in full force and effect. In the event of conflict between the terms of this Agreement or any other document relating to this Agreement, the terms of this Agreement shall govern.
- (2) The failure of CMHC to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by the Borrower of the provisions of this Agreement, unless such waiver is in writing and signed by CMHC. For greater clarity, the written waiver by CMHC of any breach of any provision of this Agreement by the Borrower, shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of this Agreement.

21. Binding Agreement.

This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Borrower without the prior written consent of CMHC. Any amendment to this Agreement must be provided and approved by CMHC in writing.

22. No use of Name or Logo.

It is agreed that the Borrower will make no use whatsoever of the name, logo or initials of CMHC without the express written consent of CMHC.

23. House of Commons.

No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

24. English Language.

The Parties hereto agree that this Agreement and all transaction documents related thereto will be in the English language or will be accompanied by an English translation certified by the Borrower *Les Parties aux présentes conviennent que cette convention de prêt ainsi que tout document qui s'y rapporte et devant être fourni par l'Emprunteur, sera rédigé en langue anglaise.*

25. Governing Law and Jurisdiction.

This Agreement is made under, and will be governed by and construed in accordance with the laws of the province or territory in which the Project is to be located and the federal laws of Canada applicable therein. The courts of such jurisdiction shall exclusively hear any dispute related to the validity, interpretation or performance of this Agreement.

26. Notice.

Delivery of notice under this Agreement shall be effective three (3) days after posting by regular mail, or on the day following transmission by fax or e-mail, to the Parties at the following addresses:

CMHC:

700 Montreal Road,
Ottawa, ON K1A 0P7
Financing Operations
Fax: 613-748-2404
E-mail: abinhs@cmhc-schl.gc.ca

MUNICIPALITY OF JASPER :

303 Pyramid Lake Road
Jasper, AB T0E 1E0
Contact : Derek Weiss
E-mail : derek.weiss@outlook.com

27. No Advance Prior to the Signing of this Agreement.

No advance shall be made under this Agreement until a copy of this Agreement is signed by the Borrower and delivered to CMHC.

28. Counterparts and Electronic Delivery.

This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same Agreement. Execution and delivery of this Agreement by electronic mail or other electronic transmission, including portable document format ("pdf"), shall have the same legal effect as physical delivery of this Agreement bearing original signatures and any signature on a pdf form of this Agreement shall be deemed to be equivalent to an original signature for all purposes.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement.

MUNICIPALITY OF JASPER

Signature: _____
Name:
Title:

Witness: _____

Signature: _____
Name:
Title:

Witness: _____

I/We have the authority to bind the Borrower.

CANADA MORTGAGE AND HOUSING CORPORATION

Signature: _____
Name:
Title:

Signature: _____
Name:
Title:

I have the authority to bind the Corporation.

**SCHEDULE A
PROJECT AND ELIGIBLE ACTIVITIES**

1. The Project in receipt of the Seed Loan is described as follows:

New Construction of 80 affordable units.

2. The CMHC approved Eligible Activities are set out below and are subject to the specific activities approved in the Application:

- ☒ Analysis of need and demand for the proposed project;
- ☒ Special purpose surveys;
- ☒ Preliminary financial feasibility;
- ☒ Business plan;
- ☒ Incorporation;
- ☒ Option to purchase (loan only);
- ☒ Registration of security (loan only);
- ☒ Professional appraisal;
- ☒ Site surveys;
- ☒ Planning fees (for example, rezoning, development agreement costs);
- ☒ Preliminary design;
- ☒ Project viability assessment plan/analysis-pro forma;
- ☒ Environmental site assessments;
- ☒ Geotechnical surveys (soil load-bearing tests);
- ☒ Energy/accessibility modelling studies (cost-benefit analyses);
- ☒ Engineering studies (for example, wind, shadow and traffic impact analyses);
- ☒ Project drawings and specifications;
- ☒ Construction cost estimates;
- ☒ Quantity Surveyor;
- ☒ Contract documents;
- ☒ Development permits;
- ☒ Final viability / analysis – pro forma;
- ☒ Completion appraisal;
- ☐ Other (please specify);

SCHEDULE B
DEFINED TERMS

“Environmental Laws” means all requirements under any provincial or federal law, rule, regulation, order, or judgment, decree, license, agreement or other restriction of any governmental authority relating to the environment, pollution, contamination, or the disposal, storage, and discharge of hazardous or toxic substances into the environment, including environmental assessment reports to the extent such reports are required pursuant to the *Canadian Environmental Assessment Act* and its regulations, as amended from time to time, to the extent applicable.

SCHEDULE C
CONDITIONS PRECEDENT

The conditions referred to in this **Schedule C** are for the sole benefit of CMHC only and may be waived by CMHC in whole or in part, with or without conditions, for any advance of the Seed Loan, without affecting CMHC's right to require that such conditions be fulfilled for any other advance.

1. Documentation required prior to CMHC's initial advance of any of the Seed Loan, in each case in form and substance satisfactory to CMHC:
 - (a) an executed copy of this Agreement;
 - (b) the favourable opinion of a law firm satisfactory to CMHC acting as counsel to the Borrower and CMHC and in the form attached hereto in **Schedule D**;
 - (c) an officer's certificate satisfactory to CMHC, setting out the names of persons authorized to sign this Agreement, and any other documents required thereunder including any Request for Advance, on behalf of the Borrower, with specimen signatures of such persons and attaching certified copies of the constating documents of the Borrower together with all by-laws; and
 - (d) such financial or other information or documents relating to the Borrower as CMHC may reasonably require.

**SCHEDULE D
FORM OF OPINION**

Debt Limit Summary

2019 Year End from Note 8 of the Financial Statements

Summary of Debt Limit and Debt Service		31-Dec-19
Debt Limit	\$ 29,093,172.00	100%
Total Debt	(7,350,727.45)	25%
Debt Limit Remaining	<u>\$ 21,742,444.55</u>	<u>75%</u>
Service on Debt Limit	\$ 4,848,862.00	100%
Total Service on Debt	(999,732.00)	21%
Total Service on Debt Limit Remaining	<u>\$ 3,849,130.00</u>	<u>79%</u>

Estimated with 40 Unit (8.6M Loan + 1.4M Rec 2020 Loan)

Summary of Projected Debt Limit and Debt Service (calculated to December 31, 2020)		
Debt Limit	\$29,093,172.00	100%
Total Debt	(16,581,402.30)	57%
Debt Limit Remaining	<u>\$12,511,769.70</u>	<u>43%</u>
Service on Debt Limit	\$ 4,848,862.00	100%
Total Service on Debt	(1,534,411.39)	32%
Total Service on Debt Limit Remaining	<u>\$ 3,314,450.61</u>	<u>68%</u>

Estimated with 80 unit (16.4M Loan + 1.4M Rec 2020 Loan)

Summary of Projected Debt Limit and Debt Service (calculated to December 31, 2020)		
Debt Limit	\$29,093,172.00	100%
Total Debt	(24,381,402.30)	84%
Debt Limit Remaining	<u>\$ 4,711,769.70</u>	<u>16%</u>
Service on Debt Limit	\$ 4,848,862.00	100%
Total Service on Debt	(1,951,461.25)	40%
Total Service on Debt Limit Remaining	<u>\$ 2,897,400.75</u>	<u>60%</u>

RESOLUTION OF COUNCIL
of
THE MUNICIPALITY OF JASPER
(the "[Corporation]1")

WHEREAS the Council of the Municipality of Jasper are authorized from time to time to borrow money upon the credit of the Corporation and it is in the best interests of the Corporation that the Directors exercise such authority.

NOW THEREFORE BE IT RESOLVED THAT:

1. Council approved at a Regular Council meeting held on _____, the execution and delivery by the Corporation of a Loan/Contribution Agreement dated _____ ("**Agreement**") to be made between Canada Mortgage and Housing Corporation ("**CMHC**") and the Corporation providing for funding in the total principal amount of two hundred and fifty thousand (\$250,000) Dollars ("**Funding Amount**") for the Project.
2. Any two councillors of the Municipality of Jasper, and Chief Administrative Officer, or any combination thereof, are hereby authorized for and on behalf of the Corporation to execute or cause to be executed under its corporate seal or otherwise, the Agreement and such other documentation as required by the Agreement, with such alterations, additions, amendments and deletions as may be approved by such persons executing the same whose signature shall be conclusive of such authorization.
3. Such councillors and Chief Administrative Officer of the Corporation, are hereby authorized for and in the name of the Corporation to execute and deliver under the corporate seal or otherwise all such other documents and to do all such other acts and things as may be necessary or desirable to give effect to this Resolution and to perform the obligations of the Corporation.

Dated the _____ day of _____, 2020.

Signature lines for all councillors and Chief Administrative Officer

Name: Richard Ireland
Title: Mayor

Name: Mark Fercho
Title: Chief Administrative Officer

Name: Bert Journault
Title: Councillor

Name: Paul Butler
Title: Councillor

Name: Helen Kelleher-Empey
Title: Councillor

Name: Rico Damota
Title: Councillor

Name: Jenna McGrath
Title: Councillor

Name: Scott Wilson
Title: Councillor

or

Dated the _____ day of _____, 2020.

Motion #
CARRIED (by electronic vote)

Abstain:

1 To be adjusted by joint solicitor depending on the nature of the Borrower.



REQUEST FOR DECISION

Subject: S-Block Paid Parking Fee Structure

From: Mark Fercho, Chief Administrative Officer

Prepared by: Neil Jones, Licensing and Enforcement Manager

Reviewed by: Christine Nadon, Legislative Services Manager

Date – Notice: July 21, 2020

Date – Discussion: July 28, 2020; previously discussed on July 14, 2020; July 9 and July 16, 2019; and June 25, 2018

Date – Decision: August 4, 2020

Recommendation:

- That Council give notice that it may make a decision on the S-block parking lot fee structure at the August 4, 2020 regular meeting.

Options:

- Implement a monthly fee of \$150 for rental of a parking stall in the new S-Block parking lot, based on comparisons for similar services in other communities and to work towards cost recovery for the service;
- Consider a lower monthly rental fee per stall for the new S-Block parking lot if paid parking is not implemented downtown and in other municipally owned parking lots.
- Consider a higher monthly rental fee per stall for the new S-Block parking lot if paid parking is is implemented downtown and in other municipally owned parking lots.

Background:

As presented and discussed at the July 14, 2020 committee of the whole meeting, the new S-Block municipal parking lot is nearing completion. The use for the new lot was designated by Council in July of 2019 as “designated parking for community members”. Council tasked Administration to provide a “reasonable” fee estimate for local businesses and residents to rent parking spaces in the new facility.

Administration’s recommendation at this time would be to implement a monthly fee of \$150 for users of the service, which breaks down to \$5 a day. The definition of “reasonable” is rather subjective, and must strike a balance between affordability and uptake by Jasper residents; and cost recovery for the service.

Administration compiled the following information to inform this decision:

- City of Kelowna Public Parking Lot Monthly fee: \$150
- City of Red Deer Public Parking Lot Monthly fee: \$110

- The surrounding Municipalities that posted their fees on line (Kelowna, Red Deer, Calgary & Edmonton) per hour parking lot fees: \$1.60 - \$3.50
- Municipality of Jasper Storage Lot Fees: \$306 per year, which equates to \$25 per month
- Operations Department assessment of \$450 per month to facilitate cost recovery on this facility

Administration recommends using Kelowna as a benchmark based on a model that considers both on-street parking fee structures and monthly dedicated parking. The following breakdown of cost is provided to support the reasoning behind Administration's recommendation.

- 10 hours a day, averaging the surrounding municipalities' per hour charges of \$1.60 - \$3.50 cost to \$2.55 per hour, Monday to Friday = $(10 * \$2.55) * 5 \text{ days} = \127.50 ;
- Add to this the \$1 per hour for 20 hours over a weekend (standard fee in municipalities, although some do not charge for Sundays) $\$127.50 + \$20 = \$147.50$ per week;
- This would result in a rental fee of \$639 per month, or \$7,670 per year. Going by these figures, the City of Kelowna gives a 76.53% discount for monthly block booking;
- This brings us to the Administration's recommendation of \$150 per month.

The information presented in this report is based on comparable services provided in other communities. Administration has not engaged with potential users of the service to determine whether this proposal is "reasonable" in their view.

Additional information and considerations regarding the Municipality of Jasper Traffic Bylaw (#195) governing parking of commercial vehicles in town:

- There are no sections in the bylaw that prohibit a normal commercial vehicle under 7.5 metres from parking in the town (unless signage otherwise states);
- Commercial vehicles over 7.5m in length (vehicle on its own or a combination of vehicle and trailer) are restricted to parking on public roads in town between 6am and 10pm (unless signage otherwise states);
- Buses can park in town between 6am – 10pm (unless signage otherwise states);
- Buses are allowed to park in the Central Business District outside of the Bus Only Zones for 10 minutes while actively loading or unloading (unless signage otherwise states);
- Un-rented rental vehicles are not allowed to park on a roadway in the town; and
- The Bylaw Enforcement Service actively monitors for unattached trailers or construction equipment parked on a public road in town in contravention of bylaws. When found, the Owner is contacted, a warning is given and they are instructed to apply for a permit or remove the equipment.

Strategic Relevance:

- Governance and Social Equity – Reinforce openness, transparency, and accountability; accountable and accessible government:
 - Seek out and pursue alternate sources of revenue; and
 - Allocate expenses equitably among and between taxpayers, service users and visitors.
- Economic Health and Fiscal Equity – Focused on sustaining community economic health and vitality, and committed to enhancing equity in fiscal management, Council will:
 - Maintain a commitment to asset management and the Asset Management Plan

- Pursue equitable allocation of costs between the community and visitors and amount community ratepayers by expanding visitor user fees where feasible

Relevant Legislation:

- *Traffic Safety Act* (RSA 2000, cT-6)
- [Parking Authority Bylaw #196](#)
- [Traffic Safety Bylaw #195](#)

Additional References:

- Pages 10-12 of the [July 14, 2020 Committee of the Whole agenda](#), Request for Direction, S-Block Paid Parking

From: [Amy](#)
To: [Kayla Byrne](#)
Subject: Aquatic Centre Reopening Re
Date: Wednesday, July 15, 2020 11:53:30 PM

To Town Council

I'm extremely disappointed in the way council is handling the reopening of the Aquatic Centre.

Having worked in Aquatics for 20+ years, including management of facilities in Alberta and internationally, I appreciate the learning curve and increased financial costs on reopening the facility, while balancing safety of the staff and patrons.

However, at this point many community pools across the province have been able to do so.

The Aquatic Centre is a huge community benefit and a large supporter of Jasper youth, who are able to access the facility for free. It is a great respite for young families who need an indoor play space on rainy days.

Swimming is such an important physical activity, for adults and seniors with mobility issues, who find lane swimming or water walking their only option for low impact exercise and relief.

I strongly encourage council, and town management to reopen this important community benefit.

Amy Barrett
Jasper Resident

July 15, 2020

Dear Mayor Ireland and Councillors,

On June 12th, Alberta entered into Stage 2 of their relaunch strategy allowing more business and operations to open. This includes the opening of municipal gyms and pools. Alberta Health Services and their trusted professionals have deemed it safe to open yet council seems to be using the safety excuse to keep the activity centre from opening.

During the May 5th council meeting a workforce and service reductions motion was passed. The details in that motion shocked a lot of people in Jasper.

- “Plan for the possibility of the fitness centre to be closed until the end of the year”
- “Plan for the possibility of the aquatic centre to be closed until the end of the year”
- “Plan for the possibility of the arena to be closed until the end of the year”

These are only a few of the reasons to be outraged. I understand that a 12% cut to taxes means that services need to be cut. However, the taxes should never have been cut in the first place.

Letters started coming in from people about the closure of our beloved activity centre, pool, and arena. They were presented over the next two council meetings. At the May 12th council meeting, 117 people were in attendance at one point wanting answers from council as to why such an important hub for our community would be closed for such an extended period of time. Councillor McGrath put a motion forward during the May 12th stating “that Council direct administration to follow public health guidelines, and when facilities may be considered to be reopened, the information be presented to council in a timely manner to plan for reopening.” Councillor McGrath also stated “But I want our community to know, that once it is deemed safe, and permissible, to play hockey, and to swim and to recreate in a fitness facility. That your council will absolutely see this through, we will have it presented to us and I will commit myself personally, to try my best, to find the funds within our reserves, to find operating dollars to reopen and give our community back the opportunities for wellness and recreation that they know and love.”

September 21st is not an acceptable date.

During last week’s council meeting there were a few points made that people can enjoy the outdoors instead of using the fitness facilities. While the outdoors fitness options in Jasper are fantastic, thinking that they should be the only option available to people in order to save municipality some money is wrong. Especially since these facilities often run in a deficit anyways. There are a number of fitness options offered at the activity centre that are not so easily duplicated outside.

Many things have changed over the last 4 months, and many things will continue to change. One thing that will remain in place is the importance of health and wellness. Please reopen our activity centre and pool this summer, so everyone in Jasper can have the opportunity to stay active and healthy. We cannot put a price on our health.

Shannon Hofhuis

Dear Mayor and Council,

I am writing to ask to reopen the pool. I would like the pool to open because it has been closed for six months and me and my friends have been waiting for the pool to open. We where waiting since the slide was broken to use the slide. Then we where very happy that the slide was being replaced. But when we got the news that it would take two more months we lost all hope. Then Covid lockdown happened. Now we are here and have a bit of hope. Thank you for considering my opinion.

Bode Hofhuis

Age 11

Municipality of Jasper



List of recommendations

Regular meeting, Tuesday, July 21, 2020

Additions to agenda

That council agree to add/delete the following items to today's regular meeting agenda:

Approval of agenda

That council approve the agenda for the regular meeting of Tuesday, July 21, 2020 as presented.

Approval of minutes

That council approve the minutes of the July 7, 2020 regular Council meeting as presented.

Reopening of the Aquatic Centre and Activity Centre

That Council approve an additional net deficit of \$115,000 to reopen the Aquatic Centre starting September 21, 2020 with reduced hours, as outlined in this report (pending staff availability and training).

That Council approve an additional net deficit of \$70,000 to reopen the Activity Centre starting September 21, 2020 with reduced hours, as outlined in this report (pending staff availability and training).

CMHC Seed Funding for Affordable Housing Units

That Council authorize the Mayor and CAO to execute the attached CMHC Seed Funding Contribution Agreement and CMHC Seed Funding Loan Agreement to fund an 80-unit housing project on Connaught Drive, dependent on other successful grant applications;

That Council pass the resolution provided by CMHC (attached) to borrow money on behalf of the Municipality of Jasper; and

That Council direct Administration to prepare a borrowing bylaw for Council consideration in order to complete the financial process related to this application.

In camera

That Council move in camera at _____ to discuss agenda item 14.1 Personnel Matter: Municipal reorganization – FOIP, S.24.

Revert to open meeting

That Council revert to open meeting at _____.

Adjournment

That, there being no further business, the regular meeting of Tuesday, July 21, 2020 be adjourned at _____.

FOLLOW-UP ACTION LIST (FUAL)

Date: _____

MEETING (Date) / Item / Notes	WHO (lead)	ACTION (to/via)	TARGET (Status)