

Municipality of Jasper  
**Committee of the Whole Meeting Agenda**  
April 14, 2026 | 9:30 am  
Jasper Library & Cultural Centre – Quorum Room

**Notice:** Council members and a limited number of staff are in Council chambers for meetings. Members of the public can attend meetings in person; view meetings through the Zoom livestream; or view archived Council meetings on YouTube at any time. To live-stream this meeting starting at 9:30 am, use the following Zoom link: <https://us02web.zoom.us/j/87657457538>

**1. Call to order** Deputy Mayor Frechette to chair meeting

**2. Additions to agenda**

**3. Approval of agenda**

3.1 April 14, 2026 Committee of the Whole agenda attachment

**4. March 24, 2026 Committee of the Whole meeting minutes 4.1** attachment  
Business arising from minutes

**5. Delegations**

**6. Correspondence**

6.1 Insurance Bureau of Canada attachment

**7. New business**

7.1 9-1-1 Service Update attachment

7.2 Revised Water Services Bylaw attachment

7.3 Wildfire Utility Repairs Phase 1: Water Service Line Valves attachment

7.4 Church Lands Memorandum of Understanding attachment

7.5 JMHC Connaught Below Market Housing Loan Guarantee Bylaw attachment

7.6 Townsite Open-space & Trails Plans – Councillor Frechette verbal

**8. Motion Action List** attachment

**9. Councillor upcoming meetings**

[9.1 Council appointments to boards and committees](#)

**10. Upcoming events**

[Jasper Pride & Ski Festival](#) – April 10-19, Marmot Basin & In Town Events

[Jasper Park Chamber of Commerce General Meeting](#) – 8am-10am, April 15, O’Shea’s Restaurant

[Mayor’s Recognition Awards](#) – 1:30pm, April 21, Regular Council Meeting

Wildfire/Emergency Preparedness Public Info Session – 7pm, April 29, Jasper Activity Centre

[Federation Canadian Municipalities Annual Conference](#) – June 4-7, Edmonton

**11. Adjournment**

*All regular and committee meetings of Council are video-recorded and archived on YouTube.*

## AGENDA ITEM 4.1

Municipality of Jasper  
**Committee of the Whole Meeting Minutes**  
Tuesday, March 24, 2026 | 9:30am  
Jasper Library & Cultural Centre, Quorum Room

Virtual viewing and participation	Council attendance is in Council chambers at the Jasper Library & Cultural Centre. This meeting was also conducted virtually and available for public livestreaming through Zoom. Public viewing during Council meetings is through both Zoom livestreaming and in-person attendance. Public participation is facilitated through in-person attendance.		
Present	Mayor Richard Ireland, Deputy Mayor Danny Frechette, Councillors Kathleen Waxer, Ralph Melnyk, Kable Kongsrud, and Laurie Rodger		
Absent	Councillor Wendy Hall		
Also present	Bill Given, Chief Administrative Officer Natasha Malenchak, Director of Finance & Administration Beth Sanders, Director of Urban Design & Standards Lucas Sherwin, Development Planning Manager Emma Acorn, Legislative Services Coordinator Bob Covey, The Jasper Local 24 observers		
Call to Order	Deputy Mayor Frechette called the March 24, 2026 Committee of the Whole meeting to order at 9:30am.		
Additions/deletions to the agenda	none		
Approval of agenda #123/26	MOTION by Councillor Melnyk that Committee approve the agenda for the March 24, 2026 Committee of the Whole meeting as presented:		
	FOR 6 Councillors	AGAINST 0 Councillor	CARRIED
Business arising from minutes	none		
Delegations	none		
Correspondence	none		
2025 Tax Recovery Auction	Councillor Rodger declared a conflict of interest; as he has close family that owns a mortgage on one of the properties, and left the meeting at 9:39am.  Committee received a request for decision from Administration regarding unpaid property taxes. Director of Finance & Administration Natasha Malenchak and CAO Bill Given reviewed relevant legislation and next steps in the tax recovery process.		

#124/26 MOTION by Councillor Waxer that Committee recommend Council approve that properties, subject to 2025 Tax Recovery Notification List be offered for sale by way of public auction; and

That the auction be held in the Council Chambers of the Municipality on Thursday, June 11, 2026, at 2:00pm MDT in accordance with the requirements of the Municipal Government Act, and that reserve bids for properties be set at their 2026 assessed values.

FOR	AGAINST	
5 Councillors	0 Councillor	CARRIED

#125/26 MOTION by Councillor Waxer that Committee direct Administration to bring forward a list of properties to be offered for sale at public auction, along with reserve bids to the regular Council meeting of April 7, 2026.

FOR	AGAINST	
5 Councillors	0 Councillor	CARRIED

Councillor Rodger returned to the meeting at 9:46am.

Jasper Skatepark Final Financing Committee received a report regarding the final financing of the Jasper Skatepark following completion of its construction. Ms. Malenchak and Mr. Given took questions from Committee.

#126/26 MOTION by Councillor Waxer that Committee recommend Council approve the use of Annual General Capital Reserve in the amount of up to \$42,476.66 to offset the outstanding amount owing from the Skatepark Committee.

FOR	AGAINST	
6 Councillors	0 Councillor	CARRIED

Unsolicited Donations – Post Wildfire Committee received recommendations and alternatives from Administration regarding unsolicited donations as many were received immediately following the 2024 Jasper Wildfire Complex. Committee discussed different possibilities for the funds.

#127/26 MOTION by Mayor Ireland that Committee recommend Council approve the transfer of \$32,625.44 in unsolicited donations received post wildfire to the Jasper Community Team Society’s Caring Community Fund.

FOR	AGAINST	
6 Councillors	0 Councillor	CARRIED

#128/26 MOTION by Councillor Waxer that Committee direct Administration to return to a future Committee of the Whole meeting with a recommendation regarding the dishware in the Multi-purpose Hall at the Jasper Activity Centre.

FOR	AGAINST	
6 Councillors	0 Councillor	CARRIED

#129/26	MOTION by Mayor Ireland that Committee refer the issue of the allocation of any future unsolicited donations to a future Committee of the Whole meeting.	FOR 6 Councillors	AGAINST 0 Councillor	CARRIED
Recess	Deputy Mayor Frechette called a recess from 10:47am to 10:56am.			
Transit Fleet Procurement	Committee received a request for decision regarding the transit fleet and future procurement of vehicles. Mr. Given reviewed the background and shared an update. The Municipality of Jasper received approval for the change in project scope while maintaining full eligibility to use the previously approved \$5 Million in federal funding.			
#130/26	MOTION by Councillor Melnyk that Committee recommend Council:	<ul style="list-style-type: none"> <li>• Amend the approved capital budget to remove the item “Transit Fleet Zero Emission Bus Purchase (3)” in the total amount of “\$2,250,000”;</li> <li>• Amend the approved capital budget to add the item “Transit Bus Purchase” in the total amount of \$2,250,000; and</li> <li>• Direct Administration to proceed with transit fleet procurement.</li> </ul>		
	FOR 6 Councillors	AGAINST 0 Councillor	CARRIED	
Development Planning Budget	Committee received a presentation on the Development Planning Budget from Beth Sanders, Director of Urban Design & Standards and Lucas Sherwin, Development Planning Manager. Mr. Given also answered Committee questions. The full presentation from Administration is attached to the meeting minutes.			
#131/26	MOTION by Mayor Ireland that Committee receive the report for information.	FOR 6 Councillors	AGAINST 0 Councillor	CARRIED
Recess	Deputy Mayor Frechette called a recess from 12:15pm to 3:33pm. During this time a Public Hearing took place for the proposed Jasper Off-Site Levies Bylaw 2026.			
	After coming out of recess, Deputy Mayor Frechette confirmed with Committee members that there were no further motions regarding the development planning budget.			
Equalized Electricity Delivery Rate	Mayor Ireland shared his reasoning for adding this report to the agenda. Committee discussed the report amongst themselves.			
#136/26	MOTION by Mayor Ireland that Committee direct the Mayor to confirm the intent of the Municipality of Jasper to join the Fair Electricity Distribution Alliance (FEDA).	FOR 6 Councillors	AGAINST 0 Councillor	CARRIED

Motion Action List Administration reviewed the Motion Action List.

#137/26 MOTION by Councillor Melnyk that Committee approve the updated Motion Action List with the removal of the following items:

- Jasper Artists Guild Lease
- Urban Design & Standards Budget
- Jasper Skatepark Committee
- Transit Bus RFP

And date changes for the following items:

- Memorandum of Understanding to Redevelop Anglican & United Church Lands

FOR	AGAINST	
6 Councillors	0 Councillors	CARRIED

Councillor upcoming meetings

Councillor Melnyk and Councillor Frechette will be attending a Community Futures West Yellowhead Board of Directors meeting in Jasper this Thursday.

Mayor Ireland and Councillor Kongsrud have an Emergency Advisory Committee meeting on March 31<sup>st</sup>.

Councillor Kongsrud will be attending the Annual General meeting of the Jasper Yellowhead Historical Society on the evening of March 31<sup>st</sup>.

Councillor Frechette has a Communities in Bloom Committee meeting on March 27<sup>th</sup>.

Mayor Ireland will be attending a meeting of the Jasper Partnership Initiative tomorrow.

Upcoming Events Council reviewed a list of upcoming events.

Adjournment #138/26 MOTION by Councillor Rodger that, there being no further business, the Committee of the Whole meeting of March 24, 2026 be adjourned at 4:00pm.

FOR	AGAINST	
6 Councillors	0 Councillors	CARRIED

# Attachment 1 – Development Planning Operating Budget 2025 (Actuals)

## NOTES

### Revenue:

- The date of transfer of authority was unknown during budget development. The 2025 budget anticipated permit revenue of \$391,195.
- The absence of permit revenue was ultimately off-set by \$419,866 in unbudgeted DRP (Conditional Grants) revenue.
- Transfer from Reserves less than expected.

### Expense:

- Salary variance was offset by reduced expenses on benefits and reductions in contracted services compared to initial budget estimates.

### Net:

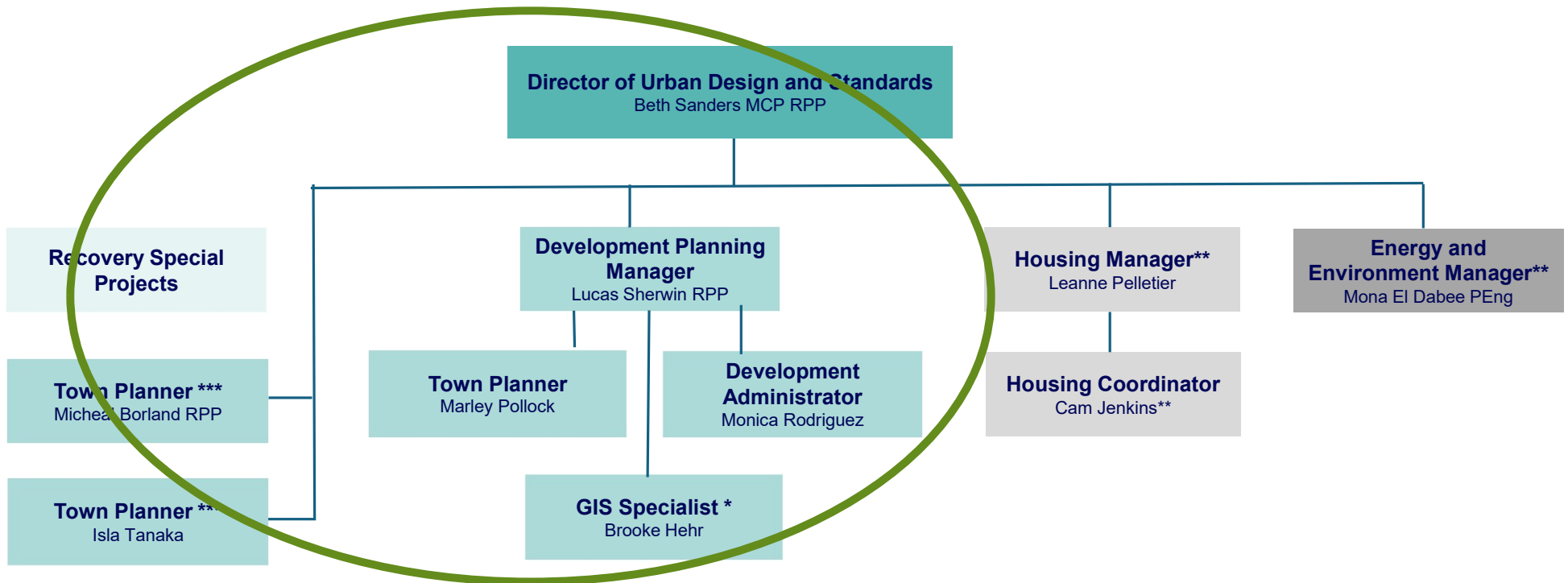
- Net Tax support required was \$14,261 as budgeted.



MUNICIPALITY OF JASPER  
**2025 Operating Budget**  
 Development Planning

For the Twelve Months Ending Wednesday, December 31, 2025

	YTD 2025 - Final	Budget	Variance
<b>Revenue:</b>			
Sales of Goods and Services	0.00	1,860	1,860
Rental and Permit Revenue	0.00	391,195	391,195
Conditional Grants	419,866	0.00	-419,866
Transfer from Reserves & Internal Transfer Support	197,468	356,314	158,846
	<hr/>	<hr/>	<hr/>
	617,334	749,369	132,035
<b>Expense</b>			
Salaries	520,370	466,000	-54,370
Benefits	66,696	107,180	40,484
Contracted Services	33,198	177,450	144,252
Material, Goods and Supplies	11,330	13,000	1,670
	<hr/>	<hr/>	<hr/>
	631,594	763,630	132,036
	<hr/>	<hr/>	<hr/>
Net Surplus/(Deficit)	-14,260	-14,261	-1



## Development Planning Budget Area (2025 and 2026)

\* Parks Position 50/50 Funded by MOJ/PCA

\*\* Two-year term position (position covered in JRCC funding area)

\*\*\* Three-year term position

# Attachment 2 - Development Planning Operating Budget 2026 (Projected)

## NOTES

### Revenue:

- Permit revenue has been decreased reflecting the removal of development permit revenue.
- Conditional grants have increased reflecting:
  - DRP grant funding consistent with 2025 actuals.
  - Housing Accelerator Fund grant for work related to increasing housing supply.
- Transfer from Reserves remains at the same amount as the 2026 budget.

### Expense:

- No change from the Approved Budget.

### Net:

- No change from the Approved Budget.



MUNICIPALITY OF JASPER  
**2026 Operating Budget**  
 Development Planning

For the Twelve Months Ending Wednesday, December 31, 2025

	Approved 2026	Projected 2026	change
<b>Revenue:</b>			
Sales of Goods and Services	-3,720	-3,720	0
Rental and Permit Revenue	-469,195	-78,000	-391,195
Conditional Grants		-391,194	391,194
Transfer from Reserves & Internal Transfer Support	-321,314	-321,314	-0
	<hr/>	<hr/>	
	-794,229	-794,228	
<b>Expense</b>			
Salaries	482,310	482,310	0
Benefits	110,931	110,931	0
Contracted Services	224,326	224,326	0
Material, Goods and Supplies	17,310	17,310	0
Internal Transfers	10,877	10,877	0
	<hr/>	<hr/>	
	845,754	845,754	
<b>Net Surplus/(Deficit)</b>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
	-51,525	-51,526	0

# Attachment 3 - Development Planning Operating Budget Scenario (post Transfer of Authority)

## NOTES

### Revenue:

- Permit Revenue (\$227,500) is held at a consistent expected level for typical post-rebuild year.
- Conditional Grants (\$0) reflect that DRP funds have concluded.
- Transfer from Reserves (\$270,000) reflects a forecast of how Land Rent will be reduced on transfer of authority.

### Expense:

- Salaries & Benefits decrease compared to 2026 reflecting:
  - Expected future staffing requirement.
  - Separation of the Director position consistent with the approach in other departments.

### Net:

- Net Tax support required begins at ~\$80K (Year 1) and gradually increases over time to \$124K (Year 4) (assuming no application fee increases)



MUNICIPALITY OF JASPER  
Development Planning as Development  
Authority Annual Budget Scenario  
Development Planning

Development Permit Authority	Full Year			
	Year 1	Year 2	Year 3	Year 4
<b>Revenue</b>				
Sale of Goods and Services	-3,700	-3,700	-3,700	-3,700
Rental and Permit Revenue	-227,500	-227,500	-227,500	-227,500
Conditional Grants	0	0	0	0
Transfers from Reserves and Internal Transfer Supp	-270,000	-270,000	-270,000	-270,000
	<b>-501,200</b>	<b>-501,200</b>	<b>-501,200</b>	<b>-501,200</b>
<b>Expense</b>				
Salaries	333,524	343,873	354,545	365,550
Benefits	76,710	79,091	81,545	84,076
Contracted Services	129,110	130,930	132,750	134,570
Materials, Goods and Supplies	30,900	28,150	33,400	30,450
Transfer Payments (to Reserve)	0	0	0	0
Internal Transfers	10,877	10,877	10,877	10,877
	<b>581,121</b>	<b>592,921</b>	<b>613,118</b>	<b>625,523</b>
	<b>-79,921</b>	<b>-91,721</b>	<b>-111,918</b>	<b>-124,323</b>

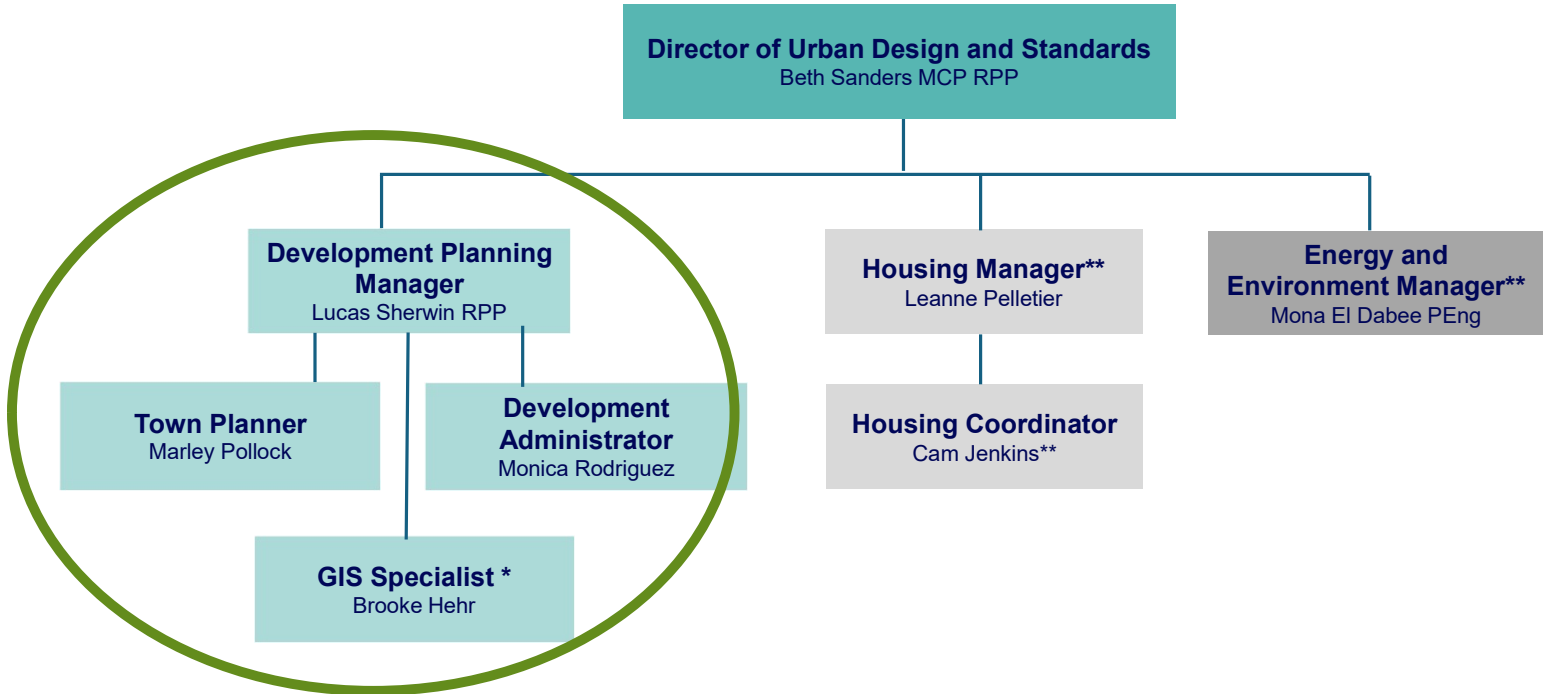
# Summary of Predictable and Unpredictable Budget Elements

Budget Element	Predictable	Unpredictable
<p><b>Revenue</b></p>	<ul style="list-style-type: none"> <li>• The fees we charge for service</li> <li>• Sidewalk seating permits (established program)</li> </ul>	<ul style="list-style-type: none"> <li>• Number of development applications</li> <li>• Type of development applications</li> <li>• Revenue from development applications</li> </ul>
<p><b>Expenses</b></p>	<ul style="list-style-type: none"> <li>• The services we complete</li> <li>• Service standards for permit turnaround time</li> <li>• Number of staff</li> <li>• Salaries</li> <li>• Standard, stable expenditures</li> </ul>	<ul style="list-style-type: none"> <li>• Unexpected events that require staff attention</li> </ul>



## Development Planning Service Areas and Potential Cost Recovery

Service Area	Cost Recovery Potential	Actively doing this work in 2026?
<b>Community Planning</b>	No: This is a service provided to the community.	With support from x2 term planner positions
<b>Development Applications (private property)</b>	Yes: It is commonplace to charge fees for development applications.	No
<b>Land Management (municipal public property: roads, sidewalks, park space)</b>	Yes: When residents, groups, businesses want to use municipal land, a fee can be charged.  No: For internal projects to improve municipal practices.	Yes
<b>Planning Advice and Support</b>	Yes: Funds for disaster recovery cover costs in the short-term.  No: As directed by Council, and within budget constraints, we work with community partners to advance initiatives that benefit the community.	Yes
<b>Support to Other Departments</b>	No: We do not charge other departments fees to provide service to them.	Yes



## Development Planning Branch *(Future)*

- \* Parks Position 50/50 Funded by MOJ/PCA (contracted services)
- \*\* Two-year term position
- \*\*\* Three-year term position

# Attachment 3 - Development Planning Operating Budget Scenario (post Transfer of Authority)

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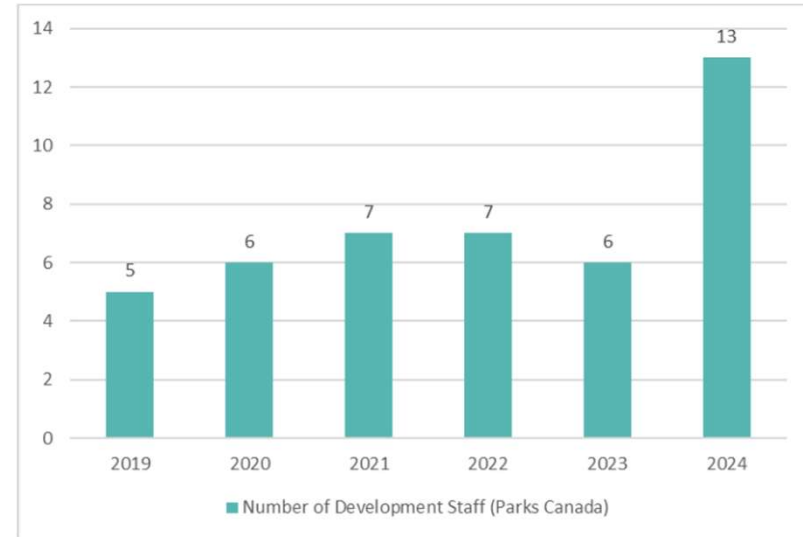
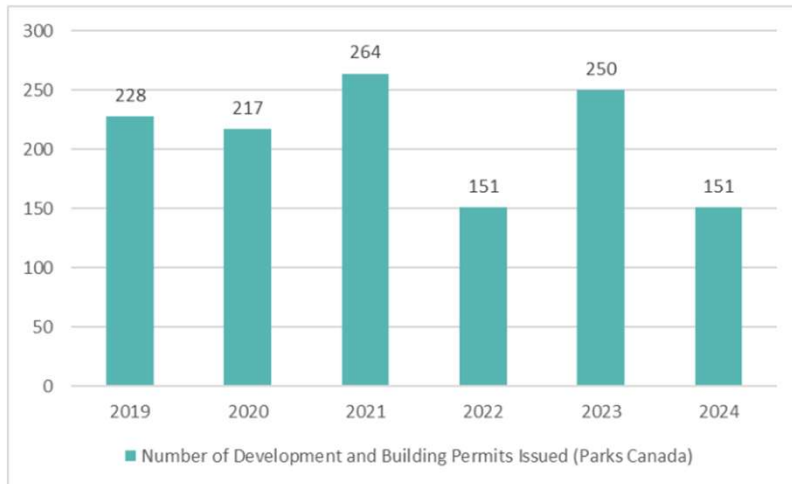


MUNICIPALITY OF JASPER  
Development Planning as Development  
Authority Annual Budget Scenario  
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Transfers from Reserves and Internal Transfer Supp	-270,000	-270,000	-270,000	-270,000
	-501,200	-501,200	-501,200	-501,200
Expense				
Salaries	333,524	343,873	354,545	365,550
Benefits	710			84,076
Contracted Serv	10			134,570
Materials, Goods	900			30,450
Transfer Paymen	0			0
Internal Transfer	677			10,877
	581,121	592,921	613,118	625,523
	-79,921	-91,721	-111,918	-124,323

Sidewalk Seating Permits      Development Permits

## Historic Development Activity in JNP



### NOTES

- Includes Development Permits and Building Permits
- Includes permit activity in the whole Park
- Business disruption in 2022 and 2024 due to wildfires

# Attachment 3 - Development Planning Operating Budget Scenario (post Transfer of Authority)

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MUNICIPALITY OF JASPER  
**Development Planning as Development Authority Annual Budget Scenario**  
 Development Planning

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## Looking Ahead to Budget 2027+

### Develop the 2027 budget with specific attention on the development planning service area:

- Propose a fee schedule.
- Monitor development activity in town.
- Monitor amount of rebuilding development activity.
- Determine how to handle building permits.

### Monitor cost implications of preparing for the transfer of land use planning and development authority:

- Continue to simplify the Municipality's internal development review and approval process.
- Continue to work with Parks Canada to simplify and update the Land Use Policy.



**IBC·BAC**  
Insurance Bureau of Canada  
Bureau d'assurance du Canada



April 2, 2026

Mr. Richard Ireland  
Mayor, Municipality of Jasper  
Via Email: [rireland@jasper-alberta.ca](mailto:rireland@jasper-alberta.ca)

Dear Mayor Ireland,

On behalf of Insurance Bureau of Canada (IBC) and our members, thank you for including us on your March 17, 2026 letter to Minister Horner relating to the statutory limitation period for insurance claims resulting from the July 2024 Jasper wildfire. We appreciate the collaborative relationship with you, your colleagues and the municipality as we work towards rebuilding Jasper as quickly and smoothly as possible.

The last two years has been a difficult time for the Jasper community, particularly those who lost homes and businesses. While recovery is underway, many people are now anxious as the two-year limitation approaches. While these sentiments are understandable, its important to know that there is a clear process in place to grant extensions when unexpected delays in the rebuild process occur. When a claimant is actively making decisions and taking steps to allow their rebuild to progress, it is standard practice for the insurance industry to grant an extension to their policyholder. This has occurred after other significant wildfires, such as Slave Lake, Wood Buffalo/Fort McMurray and Lytton, BC, and this industry standard is occurring in Jasper. In fact, IBC understands that most policy holders in Jasper have, or are in the process of, receiving extensions from their insurer.

While a 'blanket' extension may appear a simple solution to alleviate anxiety around the two-year extension limitation, such action would likely bring unintended consequences for the residents of Jasper and delay the overall recovery of the community. As you are aware, an insurance policy is a contract between a policyholder and their insurance company that contains specific terms, conditions and limits of coverage. Any extension granted by the insurance provider does not increase the policy limits of this contract, therefore a resident who is experiencing delays in the claims process could exhaust coverage, such as their additional living expense limit, or face increased costs as it will take longer to rebuild their property. In addition, residents who are embedded in disagreements with their insurance provider or are unresponsive and not moving forward in the rebuild process are delaying the recovery not only for themselves, but also for the entire community.

On March 20, 2026, Alberta's Superintendent of Insurance issued [Guideline 01-2026:Two-year statutory limitation on Jasper wildfire property insurance claims](#), which has been publicly posted and shared with Alberta's insurance industry. This guidance outlines the Superintendent's expectation that insurers will have claim handling processes in place that facilitate timely resolution of claims. IBC provided a copy to our members as well for their awareness.

Historically, Alberta insurance providers have always worked with their policyholders for the timely resolution of all claims. A two-year limitation period is not new, and, as mentioned above, insurers have dealt with this type of situation many times before. A catastrophic event like the 2024 Jasper fire resulted in hundreds of damaged and destroyed properties, which take time to resolve. Insurers are keenly aware the unique circumstances of this



event and will follow the guidance of the Superintendent of Insurance and continue to work with policyholders to address the two-year limitation on a case-by-case basis.

For clarity, a request for a voluntary extension by the policyholder to the insurer is not an inherently difficult or challenging process. It can be requested by simply phoning the adjuster and asking for an extension or sending an e-mail. However, IBC recommends a request for an extension by the insurance company be in writing to ensure there is no confusion or misunderstanding of the new limitation date.

We know many insurers have already granted extensions to their policyholders, and many more will be flowing through as we get closer to the two-year anniversary. Right now, insurers are following up with their clients to better understand if a full year extension is required; some may need more time and some may need less time. This is where individual circumstances will vary.

I would also like to add that filing a legal action does not automatically mean litigation. Many claims are successfully resolved after an action has been filed, before the issue proceeds through the courts.

We understand this is a difficult and challenging time for many residents of Jasper. The insurance industry will continue to support the residents in recovery efforts. IBC's consumer information centre continues to be available to residents who have general insurance questions. We can be reached at 1-844-2ask-IBC (1-844-227-5422) or via e-mail [askIBCwest@ibc.ca](mailto:askIBCwest@ibc.ca). Insurance companies post their complaints process on their websites, to help policyholders resolve any concerns they may have. An individual's broker or agent could also assist with any general questions.

I welcome the opportunity to discuss this issue further if you or any of your council members have additional questions. I can be reached at [asutherland@ibc.ca](mailto:asutherland@ibc.ca) or 604-349-8046.

Sincerely,

Aaron Sutherland

Vice President, Western and Pacific

Cc: Erin O'Neill, Assistant Deputy Minister and Superintendent of Insurance, Pensions and Financial Sector Regulation and Policy (FSRP) Division

## AGENDA ITEM 7.1

### INFORMATION REPORT

**Subject:** 9-1-1 Service Update  
**From:** Bill Given, Chief Administrative Officer  
**Prepared by:** Christine Nadon, Director of Protective & Legislative Services  
**Reviewed by:** Mathew Conte, Fire Chief  
**Date:** April 14, 2026

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#### Recommendation:

- That Committee receive the 9-1-1 Service Update report for information.

#### Alternatives:

- That Committee direct Administration to investigate the option of establishing its own 9-1-1 call answering service and return to a future Committee of the Whole.

#### Background:

- Pursuant to the provincial *Emergency 911 Act* and the Canadian Radio-television and Telecommunications Commission (CRTC) policies, local authorities are required to enter into an agreement with a network provider to ensure connection with a compliant Public Safety Answering Point (PSAP), commonly referred to as a 9-1-1 call centre.
- The CRTC has mandated that all PSAPs must upgrade their equipment to become compliant with a new "Next Generation 9-1-1" standard by March 31, 2027.

#### Discussion:

Historically, Parks Canada has provided this service for the Municipality of Jasper through Jasper Dispatch.

The purpose of the CRTC change to "Next Generation 9-1-1" is to modernize emergency call centres from analog to digital technology, which will support enhanced location accuracy, improved reliability and overall better integration with current technology, which will in turn provide better connectivity for the public and better situational awareness for first responders.

In discussion with Jasper National Park staff, the Protective Services team was informed that Jasper Dispatch equipment would not be upgraded to the new mandated standard and therefore that both organizations (the Municipality of Jasper and Parks Canada) would have to select a new service provider to remain compliant with their respective legislative requirements.

After exploring potentially suitable Alberta-based service providers, the Protective Services team and Parks Canada staff have identified that Foothills Regional Emergency Services Commission (FRESC), which operates Foothills Regional 9-1-1, would be the best fit to take on the Municipality of Jasper and Jasper National Park's 9-1-1 calls.

One of the driving factors behind this determination is that FRESC already provides this service to the Town of Banff and Banff National Park. Their organization is familiar with the national park and national park community context, and they already provide similar services to a geographic area that is immediately adjacent to Jasper National Park.

Foothills Regional 9-1-1 is located in Okotoks, Alberta and serves over 25 communities, including Lake Louise, Banff and Crowsnest Pass.

While there are no additional procurement requirements for Administration to enter into a contract with FRESC for this service, this change will affect a public facing service for which the Municipality of Jasper is legislatively responsible. In the interest of maintaining connectivity and seamless service delivery for the public, the Municipality of Jasper and Jasper National Park staff are committed to moving the service to a common provider and on the same timeline.

**Strategic Relevance:**

- Provide and maintain the core services and infrastructure that enable the visitor economy
- Focus on prevention, mitigation and preparation for natural disasters.
- Nurture relationships that advance the community's interests.
- Foster public engagement and informed dialogue to strengthen trust and clarity

**Relevant Legislation:**

- Alberta [Emergency 911 Act](#) (SA 2013, c E-7.5)

**Financial:**

The 9-1-1 answering service is funded through a levy on every cell phone bill in a given geographic area, which is collected by the Government of Alberta and redistributed to assigned Public Safety Answering Points. Changing service providers will come at no cost to the Municipality of Jasper.

## AGENDA ITEM 7.2

### REQUEST FOR DECISION

**Subject:** Revised Water Services Bylaw  
**From:** Bill Given, Chief Administrative Officer  
**Prepared by:** Courtney Donaldson, Director of Operations & Utilities  
**Reviewed by:** Vidal Michaud, Utilities Manager, Operations & Utilities  
Natasha Malenchak, Director of Finance & Administration  
**Date:** April 14, 2026



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#### **Recommendation:**

That Committee recommend Council give first and second reading to the revised Water Services Bylaw as presented.

#### **Alternatives:**

- That Committee recommend Council give first and second reading to the updated Water Services Bylaw with amendments.
- That Committee direct Administration to revise the draft Water Services Bylaw and return to a future Committee of the Whole meeting.

#### **Background:**

- Water Services Bylaw #178 establishes provisions related to service connections, metering, billing, enforcement, and system maintenance and was last updated on March 18, 2014.

#### **Discussion:**

Administration has undertaken a review of the Water Services Bylaw to reflect updated standards, improve clarity, and address operational gaps identified since 2014.

The proposed bylaw introduces updated technical and regulatory standards to align with current provincial and national requirements. This includes replacing references to outdated regulations with the National Plumbing Code of Canada and applicable standards under the Safety Codes Act. These changes improve consistency with current legislation and support safer and more standardized water system design and operation.

The updated bylaw introduces new provisions related to backflow prevention and cross-connection control. These additions establish requirements for the installation, testing, and maintenance of backflow prevention devices and provide authority for the Chief Administrative Officer to require compliance where risks to the water system or public health are identified. These measures strengthen protection of the municipal water system and reduce the risk of contamination.

The revised bylaw also clarifies roles and responsibilities between the Municipality and property owners. This includes confirming municipal ownership of core water infrastructure, defining responsibility for service connections, and extending obligations to lessees, occupants, and other persons in control of a property. Additional provisions establish clearer authority for service disconnection, delegation of authority, and liability

limitations.

Administrative and financial processes are further clarified through the addition of provisions related to billing, payment timelines, interest on overdue accounts, and dispute processes. These changes provide greater transparency and consistency in how accounts are managed and enforced.

Finally, the bylaw updates language, definitions, and enforcement provisions to improve clarity and usability. This includes defining key technical terms, introducing continuing offence provisions, and refining existing operational rules such as bleeder usage timelines.

Overall, the updated bylaw modernizes the regulatory framework governing water services, aligns it with current standards, and improves clarity for both administration and users of the system.

**Strategic Relevance:**

- Invest in practices and processes which support high-quality decision-making.
- Include an environmental lens in decision-making and operational plans.
- Align fiscal capacity to sustain priority services.

**Inclusion Considerations:**

The updated bylaw improves clarity and transparency for all users of the water system by clearly defining responsibilities and processes. Standardized rules and dispute mechanisms support fair and consistent treatment of all residents and property holders. No negative impacts to equity-seeking groups have been identified.

**Relevant Legislation:**

- [Municipal Government Act, R.S.A. 2000, c. M-26](#)
- [Rates and Fees Bylaw](#)

**Financial:**

The financial impact of the updated bylaw is expected to be minimal. Updates include revised fees to reflect 2026 pricing, which will be incorporated into existing fee structures. All changes are anticipated to be accommodated within the current budget.

**Attachments:**

- Draft Updated Water Services Bylaw
- Water Services Bylaw Revision Summary

**MUNICIPALITY OF JASPER**  
**BYLAW #XXX**

**BEING A BYLAW OF THE MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATION OF WATER SERVICES.**

**Contents**

1. Citation
2. Definitions
3. Administration
4. Extension of Mains
5. Emergency Restrictions and Prohibitions
6. Interruption of Service
7. Hydrants and Valves
8. Service Connections
9. Cross-Connection Control
10. Freeze Protection and Bleeders
11. Water Meters
12. Service Upgrades
13. New Service Connection Costs
14. Meters and Estimated Billing
15. Removal of Municipal Equipment
16. Accounts and Collection
17. Right of Entry
18. Enforcement and Offences
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SCHEDULE A  
SCHEDULE B

**PURPOSE**

**WHEREAS** the Municipality of Jasper maintains a Water System for the Town of Jasper;

**AND WHEREAS** the *Municipal Government Act*, RSA 2000, c M-26, authorizes a municipality to pass bylaws respecting public utilities and services provided by the municipality;

**NOW THEREFORE** the Council of the Municipality of Jasper in the Province of Alberta enacts:

**1. CITATION**

1.1 This Bylaw may be cited as the “Jasper Water Services Bylaw 2026.”

1.2 This Bylaw repeals Bylaw #178 Water Services Bylaw.

1.3 The purpose of this Bylaw is to regulate, control, and govern the supply, distribution, use, protections, and billing of water provided by the Municipality of Jasper, and to establish the rights, obligations, and responsibilities of the Municipality, Owners, Consumers, and all persons connected to or using the Water System.

1.4 This Bylaw is enacted pursuant to the authority granted to the Municipality under the Municipal Government Act, R.S.A 200, c. M-26 as amended, and in accordance with the

Agreement for the Establishment of Local Government in the Town of Jasper and any applicable agreements with the Parks Canada Agency.

## 2. DEFINITIONS

In this Bylaw:

2.1 “*Account*” shall mean an agreement between the Owner and the Municipality of Jasper for the supply of water.

2.2 “*Backflow*” shall mean the reversal of the normal direction of the flow of water or other substances in the Water System.

2.3 “*Backflow Prevention Device*” shall mean a device, assembly, or method approved by the CAO that prevents Backflow into the Water System.

2.4 “*Bleeder*” shall mean a device attached to a water Service for the purpose of discharging water so as to reduce the potential for freezing the line.

2.5 “*Chief Administrative Officer*” or “*CAO*” means the chief administrative officer who is the individual duly appointed to that position for the Municipality of Jasper at any given time and includes any person authorized to act for and in the name of that individual or designate.

2.6 “*Consumer*” shall mean a person who is not a Leaseholder and who has an Account with the Municipality for the supply of water.

2.7 “*Cross-Connection*” shall mean any actual or potential connection between the Water System and any source of contamination or pollution.

2.8 “*Freeze Protection Device*” means a thermostatically controlled recirculation device, automatic drain-back system, heat-tracing system, or other device approved by the CAO that is designed to prevent freezing of a Water Service without continuous discharge of water.

2.9 “*Leaseholder*” shall mean a grantee or a person or other legal entity holding a valid lease or license of occupation with the federal Crown for the use or occupation of land in Jasper National Park, and shall mean Canadian National Railway in respect of lots or land parcels held by Canadian National Railway, and shall mean Jasper National Park of Canada in respect of lots or land parcels held by the Crown.

2.10 “*Lessee*” shall mean the holder of a lease or license of occupation for land in the Town of Jasper.

2.11 “*Lot*” shall mean a parcel or part of a parcel described in a certificate title or lease.

2.12 “*Municipality*” shall mean the Municipality of Jasper.

2.13 “*Owner*” shall mean the Lessee of a leasehold property in the Town of Jasper or the holder of a License of Occupation for property in the Town of Jasper.

2.14 “*Peace Officer*” means:

2.14.1 a member of the Royal Canadian Mounted Police;

2.14.2 a Community Peace officer appointed by the Solicitor General of Alberta; or

2.14.3 a person appointed as a bylaw enforcement officer pursuant to the *Municipal Government Act*, as amended;

2.14.4 a park warden appointed pursuant to the *Canada National Parks Act*, as amended, while that person is in the exercise of discharge of that person's powers or duties in a national park established under that Act.

2.15 "*Premises*" shall mean land and buildings on the land.

2.16 "*Property Line*" shall mean the legal surveyed boundary of a Lot.

2.17 "*Rates*" shall mean the tariff of charges for supply of water set out in the Rates and Fees Bylaw.

2.18 "*Redevelopment*" shall mean any construction, demolition, replacement, addition, or alteration of a building or Premises that, in the opinion of the CAO:

2.18.1 materially increases water demand;

2.18.2 changes the use or occupancy of the Premises;

2.18.3 requires a development permit or building permit under applicable municipal bylaws; or

2.18.4 involves substantial renovation, reconstruction, or replacement of a building or Water Service.

2.18.5 includes, but is not limited to, the demolition and replacement of a building, infill development, or conversion of a Premises to a different use.

2.19 "*Service*" or "*Water Service*" shall mean the water line and appurtenances extending from the water main to the building or Premises.

2.20 "*Standpipe*" shall mean a Water Service that is used only for fire protection purposes.

2.21 "*Town of Jasper*" shall mean the physical area defined as the Town of Jasper in the Agreement for the Establishment of Local Government in the Town of Jasper, dated June 13<sup>th</sup>, 2001.

2.22 "*Water Meter*" means a device designated and installed by the Municipality to measure the volume of water supplied to a Premises and includes all associated registers, transmitters, remote reading devices, wiring, fittings, valves, and related equipment used for measurement or communication of water consumption.

2.23 "*Water System*" shall mean the pumps, pipes, valves, controls, equipment, and all accessories and appurtenances thereto used for the distribution of water within the Town of Jasper and owned and operated by the Municipality of Jasper.

2.24 Where an obligation, prohibition, or liability is imposed on an Owner under this Bylaw, that obligation also applies to any Lessee, Leaseholder, Consumer, or other person in possession of or exercising control over the Premises.

2.25 Words importing the masculine gender only, include the feminine gender whenever the context so requires and vice versa.

2.26 Words importing the singular shall include the plural or vice versa whenever the context so requires.

### **3. ADMINISTRATION**

3.1 The CAO, subject to the direction of Council, shall be responsible for the properties, systems, and works required to supply the inhabitants of the Town of Jasper with water, and of the inspection of all Premises supplied with water.

3.2 Peace Officers in the Municipality of Jasper may inspect the premises of any Owner to investigate any contravention of this Bylaw and to lay any charges or issue such summons or ticket as may be necessary to enforce the provisions of this Bylaw.

3.3 The CAO may discontinue Water Service provided by the Municipality to any Owner, Lot, property, or Premises in the event that the Owner breaches this Bylaw or any amendment thereto.

3.4 Except in cases of emergency or where immediate termination is authorized under this Bylaw, the CAO shall provide reasonable notice to the Owner before discontinuing Water Service.

3.5 The CAO may delegate any power, duty, or function conferred on the CAO under this Bylaw to a municipal employee, contractor, or agent, subject to any conditions or limitations the CAO considers appropriate.

### **4. EXTENSION OF MAINS**

4.1 No extension of water mains shall be constructed without authorization in writing from the CAO and except in accordance with the provisions of such land use agreements as may be in place between the Municipality and the Parks Canada Agency.

### **5. EMERGENCY RESTRICTIONS AND PROHIBITIONS**

5.1 The CAO or Council may at any time make orders restricting the use of water either by all Consumers or by any particular class of Consumers and either throughout the Town or in any particular areas of the Town. The order may specify that such restricted use of water shall apply during such hours or such days of the week as may be specified in the order.

5.2 No person shall use water from the Water System in contravention of the terms of any order made by the CAO or Council.

5.3 The CAO shall take such steps as he deems necessary to publicize the terms of an order made pursuant to Section 5.1.

### **6. INTERRUPTION OF SERVICE**

6.1 The CAO is hereby authorized to:

6.1.1 order that water be shut off without notice for such length of time as may be necessary to permit construction or repairs to the Water System; and

6.1.2 in case of fire or emergency, shut off water without notice in all or any part of the Town as required.

6.2 No Owner or Consumer shall have a claim against the Municipality for non-supply of water, whether it be caused by water stoppage pursuant to this section or by frozen mains, breakdown of machinery, power interruptions, other mechanical failures or malfunction, or other causes.

6.3 In all cases where any pressure vessel or equipment is supplied with water from the Water System, the Municipality shall not be responsible for damage to such vessel or equipment, person, or Premises when there is failure of the water supply due to any causes whatsoever even where no notice is given. No deduction from water bills shall be made in such cases.

6.4 In all cases where boilers are supplied with water from the Water System, the owner of the boilers shall apply a safety valve, vacuum valve, or other proper device to prevent danger from collapse or explosion when the water supply is interrupted.

6.5 All components of the Water System, including water mains, valves, hydrants, Standpipes, Water Meters, and appurtenances supplied or installed by the Municipality, remain the property of the Municipality. Water is supplied on an as available basis and the Municipality does not guarantee the quantity, quality, pressure, or continuity of water supply.

## **7. HYDRANTS AND VALVES**

7.1 No person shall open, close, or interfere with any hydrant or valve of the Water System without the permission of the CAO.

## **8. SERVICE CONNECTIONS**

### **8.1 General Requirements:**

8.1.1 No person shall tap, connect to, alter, or interfere with any water main or other part of the Water System without the written permission of the CAO.

8.1.2 A Lot shall be considered serviced once a connection has been made from the Water System to the Property Line.

8.1.3 All Service installations requested by the Owner or necessitated by demolition, excavation, renovations, or other works shall be paid for in full by the Owner.

### **8.2 Location and Alignment of Service**

8.2.1 Unless otherwise authorized in writing by the CAO, only 1 (one) Water Service connection shall be permitted per Lot; however, the CAO may authorize multiple Services for:

8.2.1.1 condominium developments;

8.2.1.2 multi-unit residential buildings;

8.2.1.3 multi-tenant commercial or institutional buildings; or

8.2.1.4 phased developments.

8.2.2 Water Services shall be installed below the minimum frost penetration depth as determined by the Municipality, and in accordance with municipal engineering standards designed to minimize the need for Bleeders.

8.2.3 A Service valve shall be installed at or near the Property Line within the Municipal right-of way or a utility easement.

### 8.3 **Application and Installation**

8.3.1 An Owner requiring Water Service shall apply in writing and pay the applicable fee set out in Schedule D of the Rates and Fees Bylaw

8.3.2 A site plan showing size and location of the Service shall be provided by the Owner.

8.3.3 No Service shall be backfilled until inspected and approved by the Municipality.

### 8.4 **Owner Responsibilities**

8.4.1 The Municipality is responsible for maintenance to the outer edge of the discharge side of the Service valve at or near the Property Line.

8.4.2 The Owner is responsible for maintenance from the outer edge of the discharge side of the Service valve into the Premises.

8.4.3 The Owner shall bear all costs associated with upgrades, relocation, or alteration of the Service.

8.4.4 Where there is a reasonably foreseeable risk of damage to the Water System which has been caused by an Owner, no person, other than the Municipality, shall undertake the work required to rectify or mitigate the risk, including replacement of any appurtenances or systems up to the water main, and the costs of such work undertaken by the Municipality shall be the responsibility of the Owner.

### 8.5 **Demolition and Termination**

8.5.1 No building connected to the Water System shall be demolished or removed until:

8.5.1.1 application is made to terminate Service;

8.5.1.2 required permits are provided;

8.5.1.3 termination fees are paid; and

8.5.1.4 the Service has been disconnected.

### 8.6 **Service Valve Box Accessibility**

8.6.1 The Service valve and valve box located at or near the Property Line shall remain visible, accessible, and unobstructed at all times.

8.6.2 No person shall cover, bury, pave over, landscape over, obstruct, or otherwise impede access to a Service valve or valve box.

8.6.3 Without limiting subsection 8.6.2, no person shall:

8.6.3.1 pour concrete, asphalt, or other permanent surface material over a valve box;

8.6.3.2 place landscaping materials, including rocks, planters, retaining walls, or structures over or around a valve box; or

8.6.3.3 alter the grade of land in a manner that prevents ready access to the valve box.

8.6.4 Where a valve box has been covered, obstructed, or rendered inaccessible, the Owner shall, upon written notice from the Municipality, restore access at the Owner's expense within the time specified in the notice.

8.6.5 If the Owner fails to restore access within the specified time, the Municipality may undertake the work and recover all associated costs from the Owner.

## 8.7 **Redevelopment Requirements**

8.7.1 Where a Premises is subject to Redevelopment, the Municipality may require the Owner to upgrade or replace the existing Water Service.

8.7.2 Without limiting subsection 8.7.1, the CAO may require that a new Water Service connection be installed from the water main to the Premises, notwithstanding that an existing Service connection extends only to the Property Line.

8.7.3 All costs associated with the installation of a new connection to the water main, including abandonment of the existing Service, shall be the responsibility of the Owner.

8.7.4 Any new or replacement Service required under this section shall comply with current municipal engineering standards and this Bylaw.

## 9. **CROSS-CONNECTION CONTROL**

### 9.1 **Establishment of Program**

9.1.1 The Municipality established a Cross-Connection Control Program to protect the Water System and public health.

9.1.2 The CAO may adopt and amend a Cross-Connection Control Policy consistent with:

9.1.2.1 the National Plumbing Code of Canada;

9.1.2.2 CSA B64 standards;

9.1.2.3 applicable provincial regulations.

### 9.2 **Prohibition**

9.2.1 No person shall create, maintain, or permit a Cross-Connection unless protected in accordance with this Bylaw.

9.2.2 No person shall remove, bypass, alter, or render inoperable a required Backflow Prevention Device.

### 9.3 **Hazard Classification**

9.3.1 The CAO may classify Premises as:

9.3.1.1 low hazard;

9.3.1.2 moderate hazard; or

9.3.1.3 high hazard

9.3.2 The CAO may require installation of an approved Backflow Prevention Device appropriate to the hazard classification.

#### 9.4 **Installation and Testing**

9.4.1 Required Backflow Prevention Devices shall:

9.4.1.1 be installed at the Owner's expense;

9.4.1.2 comply with applicable codes and standards; and

9.4.1.3 be installed by a qualified person.

9.4.2 All testable Backflow Prevention Devices shall be tested:

9.4.2.1 upon installation;

9.4.2.2 after repair; and

9.4.2.3 at least once every 12 (twelve) months.

9.4.3 Testing shall be performed by a certified Backflow Prevention Assembly Tester.

9.4.4 Written test reports shall be submitted to the Municipality within 14 (fourteen) days of testing.

#### 9.5 **Non-Compliance**

9.5.1 Where a required test report is not submitted, a device fails testing, or a device is removed or bypassed, the CAO shall issue written notice of non-compliance.

9.5.2 The Owner shall have 30 (thirty) days from the date of notice to correct the deficiency.

9.5.3 Failure to correct within 30 (thirty) days may result in:

9.5.3.1 issuance of a penalty under Schedule B; and

9.5.3.2 suspension of Water Service until compliance is achieved.

9.5.4 Where, in the opinion of the CAO, a Cross-Connection poses an immediate risk to the Water System or public health, Water Service may be discontinued without notice.

### 10. **FREEZE PROTECTION AND BLEEDERS**

#### 10.1 **General**

10.1.1 No person shall use direct current to thaw a frozen Service.

10.1.2 An Owner may install a Freeze Protection Device at the Owner's expense, and subject to written approval of the CAO.

10.1.3 Where a Service becomes frozen, the Owner shall use one or more of the following methods, subject to approval of the CAO:

10.1.3.1 mechanical thawing from within the Premises using steam or hot water injection equipment operated by qualified personnel;

10.1.3.2 ground-thawing equipment designed for buried services;

10.1.3.3 excavation and physical repair or replacement of the frozen section;

10.1.3.4 temporary above-ground supply authorized by the Municipality; or

10.1.3.5 such other method as approved in writing by the CAO.

10.1.4 All costs associated with thawing a Service are the responsibility of the Owner unless the freeze is determined by the Municipality to be located on the Municipal portion of the Service.

10.1.4.1 the "Municipal portion of the Service" means the portion of the Service for which the Municipality is responsible as set out in subsection 8.4.1;

10.1.4.2 the location of the freeze shall be determined by the Municipality acting reasonably, based on inspection, testing, or operational evidence; and

10.1.4.3 where the location of the freeze cannot be reasonably determined, the Service shall be deemed to be frozen on the Owner's portion of the Service.

10.1.5 The use of electrical current thawing from private plumbing systems into the municipal Water System is strictly prohibited due to risk of damage to Water Meters, service lines, and municipal infrastructure.

## 10.2 **Bleeder Installation Requirements**

10.2.1 No person shall install or operate a Bleeder without written approval of the CAO.

10.2.2 A Bleeder shall:

10.2.2.1 be located downstream of the Water Meter;

10.2.2.2 terminate in an aperture not exceeding 1/8 inch;

10.2.2.3 incorporate a shut-off valve allowing complete cessation of flow; and

10.2.2.4 discharge through an air gap in accordance with the National Plumbing Code of Canada and any applicable CSA standard to prevent backflow.

10.2.3 No Bleeder shall be activated for the first time until inspected and approved by the Municipality.

10.2.4 The Owner shall ensure that the Bleeder remains accessible for inspection at all times.

## 10.3 **Annual Registration**

10.3.1 No Bleeder shall be activated unless:

10.3.1.1 it is registered annually with the Municipality;

10.3.1.2 the annual registration fee set out in Schedule D of the Rates and Fees Bylaw has been paid; and

10.3.1.3 it has been inspected and approved by the Municipality.

10.3.2 Registration shall expire annually on a date determined by the CAO.

#### 10.4 **Operational Limits**

10.4.1 No Bleeder shall discharge water between May 1 and February 1 unless otherwise authorized.

10.4.2 A maximum discharge rate of 1 (one) liter per minute shall be eligible for credit.

10.4.3 Any water consumption exceeding 1 (one) liter per minute shall be billed to the Owner at applicable Rates.

10.4.4 The Municipality may require flow verification testing at the expense of the Owner.

#### 10.5 **Long-Term Freeze Mitigation Objective**

10.5.1 All new or replacement Services shall be constructed to minimize the likelihood of freezing without the reliance on Bleeders.

10.5.2 The Municipality may adopt engineering standards prescribing minimum burial depth, insulation requirements, pipe materials, or alignment requirements specific to local soil and climatic conditions.

10.5.3 Bleeders shall not be permitted for new Service unless the CAO determines that site conditions make freeze protection through burial depth alone impractical.

#### 10.6 **Existing Services**

10.6.1 Existing Services currently relying on Bleeders may continue to operate in compliance with this Bylaw.

10.6.2 Where a Service is replaced, upgraded, or substantially reconstructed, it shall comply with current engineering standards intended to eliminate the need for Bleeders.

10.6.3 The Municipality may undertake long-term infrastructure planning to evaluate the financial and environmental costs associated with Bleeder operation compared to accelerated replacement of Services or mains.

#### 10.7 **Thawing of Frozen Services**

10.7.1 Where the Municipality attends at a Premises to thaw a frozen Service, all associated costs shall be allocated in accordance with subsection 10.1.4.

10.7.2 The Municipality may impose:

10.7.2.1 a minimum service call charge;

10.7.2.2 an hourly labour rate;

10.7.2.3 equipment charges; and

10.7.2.4 any material or excavation costs incurred.

10.7.3 Charges shall be set out in Schedule D of the Rates and Fees Bylaw or, where not specified, at actual cost.

## **11. WATER METERS**

### **11.1 Ownership and Installation**

11.1.1 All Water Meters and appurtenances supplied by the Municipality remain the property of the Municipality.

11.1.2 The Municipality shall install a Water Meter on each Water Service, at the Owner's Premises, for the purpose of measuring water volume.

11.1.3 The Owner shall not install, remove, relocate, or tamper with a Water Meter or related appurtenances without the written approval of the CAO.

11.1.4 Any installation or relocation of a Meter requested by the Owner shall:

11.1.4.1 comply with engineering and technical standards set by the Municipality;

11.1.4.2 be paid for by the Owner; and

11.1.4.3 be inspected and approved by the Municipality before being placed into service.

### **11.2 Protection and Maintenance**

11.2.1 The Owner shall, at the Owner's expense, ensure that the Water Meter and all related piping remain protected from damage or freezing, and remain visible and readily accessible at all times.

11.2.2 The Owner shall be responsible for the cost of repairs or replacement resulting from damage caused by the Owner, tenant, or any person on the Premises.

11.2.3 The Municipality shall maintain, repair, and calibrate Water Meters as necessary to ensure accurate measurement, except where damage or tampering is the result of the actions of the Owner, in which case, such costs of maintenance, repair, and calibration shall be the responsibility of the Owner.

11.2.4 The Owner shall not enclose, cover, obstruct, drywall over, panel over, bury, or otherwise restrict access to a Water Meter or related piping without the prior written approval of the CAO.

11.2.5 The Water Meter shall be installed in a location that provides safe, unobstructed access for inspection, reading, testing, maintenance, and removal.

11.2.6 The Owner shall ensure that the Municipality has access to all piping related to the Water Meter from the time the Water Meter is installed.

11.2.7 Where a Water Meter or related piping has been rendered inaccessible, the Owner shall restore access at the Owner's expense upon written notice from the Municipality.

11.2.8 Where access is not provided or has been obstructed, the Municipality may undertake such work as necessary to gain access and recover all associated costs from the Owner.

### 11.3 **Meter Access and Reading**

11.3.1 The Owner or occupant shall provide the Municipality and any authorized employee, contractor, or agent of the Municipality with safe and unobstructed access to the Premises for the purpose of installing, inspecting, reading, testing, repairing, replacing, or removing a Water Meter or related equipment.

11.3.2 Access shall be granted during reasonable hours upon prior notice, except in emergency situations where immediate access is required.

11.3.3 Refusal or obstruction of access may result in the Municipality discontinuing Water Service until compliance is achieved.

11.3.4 Where access to the Water Meter is located within a building or enclosed space, the Owner or occupant shall ensure that an adult is present at the Premises at the scheduled appointment time to permit entry.

11.3.5 Where the Municipality is unable to access the Water Meter due to the absence of an adult occupant, inaccessible meter location, unsafe conditions, or other obstruction, the Municipality may charge a service fee as set out in Schedule D of the Rates and Fees Bylaw.

### 11.4 **Testing and Verification**

11.4.1 Water Meters shall be tested upon installation, after repairs, and at least once annually.

11.4.2 Testing shall be performed by qualified personnel approved by the Municipality.

11.4.3 Written test results shall be submitted to the Municipality within 14 (fourteen) days of testing.

11.4.4 The CAO may require additional flow verification testing if accuracy is in question, at the expense of the Owner.

### 11.5 **Operational Limits and Billing**

11.5.1 All Water Meters shall measure water flow to the Premises, including Bleeder devices, and be used to determine billing according to the Rates and Fees Bylaw.

11.5.2 A maximum discharge rate of 1 (one) liter per minute from Bleeders shall be eligible for credit; any usage above this rate shall be billed to the Owner.

11.5.3 The Municipality may adjust water consumption records and bills based on Meter testing or verification results.

### 11.6 **Tampering and Non-Compliance**

11.6.1 No person shall tamper with, bypass, or alter a Water Meter or associated appurtenances.

11.6.2 The Municipality shall issue written notice of non-compliance where tampering,

removal, or Water Meter failure occurs.

11.6.3 The Owner shall correct the deficiency within 30 (thirty) days from the date of notice.

11.6.4 Failure to correct within the specified period may result in:

11.6.4.1 penalties under Schedule B; and

11.6.4.2 suspension of Water Service until compliance is achieved.

11.6.5 Where tampering or non-compliance poses an immediate risk to the Water System or public health, the CAO may discontinue Water Service without notice.

## 11.7 **Temporary Disconnection and Special Services**

11.7.1 Temporary disconnection of a Water Service or Water Meter may be authorized by the CAO for construction, repair, or other municipal purposes.

11.7.2 Any temporary Meter installation, such as for Standpipes or fire protection services, shall be approved in writing by the CAO and comply with all operational and testing requirements.

11.7.3 Owners of temporary or special service devices shall pay all applicable fees, including installation, inspection, and use charges.

## 11.8 **Meter Isolation Valves**

11.8.1 The Owner shall ensure that operable shut-off valves are installed on the water service piping immediately upstream and downstream of the Water Meter.

11.8.2 All valves located on private plumbing, including shut-off valves before and after the Water Meter, shall be installed, maintained, repaired, and replaced at the Owner's expense.

11.8.3 Where required shut-off valves are missing, damaged, seized, or otherwise inoperable, the Municipality may refuse to install, repair, or replace the Water Meter until the deficiency has been corrected.

11.8.4 All costs associated with repairing or replacing such valves shall be borne by the Owner.

## 11.9 **Water Meter Replacement Program**

11.9.1 The Municipality may, at its discretion, replace any Water Meter or related equipment for the purposes of system maintenance, accuracy verification, technological upgrades, lifecycle replacement, or operational requirements.

11.9.2 The Owner shall permit the Municipality and any authorized employee, contractor, or agent of the Municipality access to the Premises for the purpose of installing, replacing, or upgrading a Water Meter.

11.9.3 Routine replacement of Water Meters as part of a municipal replacement program shall be performed at the Municipality's expense unless replacement is required due to damage, freezing, tampering, negligence, or failure to protect the meter as required under this Bylaw.

11.9.4 Where the Municipality is unable to complete a scheduled meter installation or replacement due to inoperable valves, inaccessible meters, unsafe conditions, or other deficiencies on the Owner's Premises, the Owner shall correct the deficiency prior to the work being completed.

11.9.5 Failure to provide access for meter replacement within a reasonable time after written notice may result in:

11.9.5.1 additional service charges as set out in Schedule A;

11.9.5.2 estimated billing in accordance with Section 14 of this Bylaw; or

11.9.5.3 discontinuation of Water Service until access is provided.

11.9.6 The Owner is responsible for ensuring that all private plumbing connected to the Water Meter is in safe operating condition. The Municipality shall not be responsible for damage to private plumbing systems, fixtures, or piping that occurs as a result of normal Water Meter installation, removal, replacement, or operation where such damage results from defective, deteriorated, or improperly installed plumbing on the Owner's Premises.

## 11.10 **Records and Reporting**

11.10.1 The Municipality shall maintain records of all Water Meter installations, tests, repairs, replacements, and inspections.

11.10.2 Owners may be required to submit reports or permit access for monitoring water usage or verifying Meter operation.

## 12. **SERVICE UPGRADES**

12.1 Where an existing Water Service is inadequate to supply the volume of water required for the Premises, the Owner may apply in writing for a Service upgrade.

12.2 All costs associated with upgrading, upsizing, or modifying a Water Service shall be borne by the Owner.

12.3 The size and specifications of any upgraded Service shall comply with applicable engineering standards and be approved by the CAO.

## 13. **NEW SERVICE CONNECTION COSTS**

13.1 Where a new Service connection is requested, the Owner shall:

13.1.1 pay the fee set out in Schedule D of the Rates and Fees Bylaw; and

13.1.2 pay either:

13.1.2.1 the fixed connection fee where applicable; or

13.1.2.2 the estimated cost of installation as determined by the CAO.

13.2 Where installation costs are estimated, the Owner shall pay the estimated amount in advance. Upon completion:

13.2.1 any overpayment shall be refunded; or

13.2.2 any shortfall shall be paid by the Owner within 30 (thirty) days.

#### **14. METER FAILURE AND ESTIMATED BILLING**

14.1 Where a Water Meter fails to register or is determined to be inoperative, the Municipality shall estimate consumption based on:

14.1.1 the same billing period in the previous year; or

14.1.2 a reasonable estimate determined by the CAO where prior data is unavailable or conditions have materially changed.

14.2 The applicable Rates in effect during the billing period shall apply.

14.3 Where testing determines a Meter to be inaccurate by more than 3% (three percent), the Municipality shall adjust the most recent billing period to reflect the degree of inaccuracy.

14.4 An Owner may request one Meter accuracy test per calendar year. Where the Meter is found accurate within 3% (three percent), the cost of testing shall be borne by the Owner.

#### **15. REMOVAL OF MUNICIPAL EQUIPMENT**

15.1 Where Water Service is discontinued, the CAO may enter the Premises at reasonable times to remove Water Meters, Service connections, or other Municipal property.

15.2 The Owner shall pay all costs associated with disconnection or removal.

#### **16. ACCOUNTS AND COLLECTION**

16.1 All charges imposed under this Bylaw are due and payable on the date specified on the Account.

16.2 Accounts not paid by the due date may be subject to interest at a rate established by Council.

16.3 An Owner may dispute an Account by submitting written notice to the CAO within 30 (thirty) days of the invoice date. Undisputed amounts remain payable.

16.4 Where an Account remains unpaid for more than 60 (sixty) days, the CAO may:

16.4.1 discontinue Water Service; and

16.4.2 require payment of all arrears and applicable reconnection fees prior to restoring Service.

16.5 Where an Owner is in arrears under the Sewer Bylaw, the CAO may discontinue Water Service in accordance with applicable legislation.

16.6 Unpaid charges may be added to the tax roll in accordance with applicable legislation.

16.7 Where Water Service is discontinued at the request of the Owner and the Premises is vacant, sewer service charges shall be adjusted in accordance with the Sewer Bylaw and the Rates and Fees Bylaw.

## **17. RIGHT OF ENTRY**

17.1 The CAO or authorized agent may enter upon land or Premises at a reasonable time for the purpose of:

- 17.1.1 inspection;
- 17.1.2 maintenance;
- 17.1.3 enforcement of this Bylaw;
- 17.1.4 protection of the Water System.

17.2 Where entry is required to perform maintenance or other work on the Water System, the CAO or authorized agent shall provide prior notice to the Owner or occupant of the land or Premises where reasonably practicable, except in the case of an emergency.

## **18. ENFORCEMENT AND OFFENCES**

18.1 Any person who contravenes this Bylaw commits an offence.

18.2 Where a contravention is designated in Schedule B of this Bylaw, a Peace Officer may issue a violation ticket specifying the minimum penalty set out in Schedule B of this Bylaw.

18.3 The specified penalty set out in Schedule B of this Bylaw is the minimum amount payable for the voluntary payment of the violation ticket.

18.4 Each day that a contravention continues constitutes a separate offence.

- 18.4.1 Where a Person is convicted of the same offence under this Bylaw more than once within a 12 (twelve) month period, the Person shall be liable to the increased penalties specified in Schedule B for repeat offences.

18.5 In addition to any penalty imposed under this Bylaw, the Municipality may discontinue Water Service, remedy a contravention, and recover associated cost from the Owner in accordance with this Bylaw and applicable legislation where an Owner has contravened this Bylaw.

18.6 Except where cause by Municipal negligence, the Municipality shall not be liable for indirect or consequential damages arising from interruption, reduction, or termination of Water Service.

### **18.7 Appeal of Administrative Decisions**

18.7.1 An Owner may request a written review of a decision of the CAO under this Bylaw within 14 (fourteen) days of receiving notice of the decision.

18.7.2 Upon receipt of a request for review, the CAO or designate shall confirm, vary, or rescind the decision.

18.7.3 Nothing in this section limits the rights of a person to dispute a Violation Ticket in Provincial Court.

**19. SEVERABILITY**

19.1 If any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, then that provision shall be severed from the remainder of this Bylaw, and all other provisions of this Bylaw shall remain valid and enforceable.

**COMING INTO FORCE**

This bylaw shall come into force on the final day of passing thereof.

READ a first time this \_\_\_\_ day of \_\_\_\_\_, 2026.

READ a second time this \_\_\_\_ day of \_\_\_\_\_, 2026.

READ a third time and finally passed this \_\_\_\_ day of, \_\_\_\_\_ 2026.

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Mayor

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Chief Administrative Officer

**SCHEDULE "A"**

**Service Fees**

<b>Description</b>	<b>Amount</b>
Fee upon application for water supply	\$25.00
Fee upon application for water supply with meter installation	\$100.00
Supply termination fee	\$25.00
Failure of Consumer to attend or provide access for a scheduled service appointment	\$90.00
Water turn-off	\$25.00
Water turn-on	\$25.00
Annual Bleeder registration	\$50.00
Flow verification testing (where required)	as per individual quote
Temporary Meter installation	\$125.00
Other unspecified service	as per individual quote

**SCHEDULE “B”**

**Penalties**

<b>Section</b>	<b>Description</b>	<b>Amount</b>
5.2	Use water from the Water System in contravention of a restriction or prohibition order made by the CAO or Council	\$200 plus water used
7.1	Open, close, or interfere with any hydrant or valve of the Water System without the permission of the CAO	\$200
8.1.1	tap, connect to, alter, or interfere with any water main or other part of the Water System without the written permission of the CAO.	\$500 plus water used
8.6.2	Failure to maintain the metallic valve box in an accessible condition	\$200
9.2.1	create, maintain, or permit a Cross-Connection unless protected in accordance with this Bylaw	\$1,000
9.2.2	remove, bypass, alter, or render inoperable a required Backflow Prevention Device	\$1,000
10.1.1	No person shall use direct current to thaw a frozen Service	\$500
10.1.5	Use electrical current thawing from private plumbing systems into the municipal Water System	\$750
10.2.1	install or operate a Bleeder without approval of the CAO	\$300
10.2.2.4	Failure to install or maintain a Bleeder with a proper air gap to prevent backflow	\$300
11.2	Obstruct or render inaccessible a Water Meter or related piping	\$300
11.1.3	The Owner shall not install, remove, relocate, or tamper with a Water Meter or related appurtenances without the written approval of the CAO	\$750
11.6.1	tamper with, bypass, or alter a Water Meter or associated appurtenances	\$1,000
	Contravention of any provision of this Bylaw not otherwise specified in this Schedule	\$500.00
	Second offence of the same provision of this Bylaw within 12 months of the first offence	Double the specified penalty
	Third or subsequent offence of the same provision within 12 months	Triple the specified penalty

## Revisions to the Water Services Bylaw

### General Changes:

#1: The old bylaw had 32 sections, the new one has 19 sections

#2: Sections 15-22 are now Section 11 (Water Meters)

#3: Sections 14 & 24 are now Section 10 (Freeze Protection and Bleeders)

#4: Sections 26-29 are now Section 16 (Accounts and Collection)

#5: Section 21 is now Section 14

#6: Section 31 is now Section 18 (Enforcement and Offences)

### Section 1: Citation

- Section 1.3: The purpose of this Bylaw is to regulate, control, and govern the supply, distribution, use, protection, and billing of water provided by the Municipality.
- Section 1.4: This Bylaw is enacted pursuant to the authority granted to the Municipality under the Municipal Government Act, R.S.A 200, c. M-26 as amended, and in accordance with the Agreement for the Establishment of Local Government in the Town of Jasper and any applicable agreements with the Parks Canada Agency.

### Section 2: Definitions

- Added the definition of Backflow, Backflow Prevention Device, Cross Connection, Freeze Protection Device, Redevelopment, Peace Officer, and Water System.
- Updated the definition of CAO.
- Added 2.24: Where an obligation, prohibition, or liability is imposed on an Owner under this Bylaw, that obligation also applies to any Lessee, Leaseholder, Consumer, or other person in possession of or exercising control over the Premises.

### Section 3: Administration

- Added 3.4: Except in cases of emergency or where immediate termination is authorized under this Bylaw, the CAO shall provide reasonable notice to the Owner Before discontinuing Water Service.
- Added 3.5: The CAO may delegate any power, duty, or function conferred on the CAO under this Bylaw to a Municipal employee, contractor, or agent, subject to any conditions or limitations the CAO considers appropriate.

### Section 6: Interruption of Service

- Added 6.5: All components of the Water System, including water mains, valves, hydrants, Water Meters, and appurtenances supplied or installed by the Municipality, remain the property of the Municipality. Water is supplied on an “as available basis and the Municipality does not guarantee the quantity, quality, pressure, or continuity of water supply.

### Section 8: Service Connections

- Merged previous sections from old bylaw
- Added s. 8.4.4: Where there is a reasonably foreseeable risk of damage to the Water System which has been caused by an Owner, no person, other than the Municipality, shall undertake the work

## **Revisions to the Water Services Bylaw**

required to rectify or mitigate the risk, including replacement of any appurtenances or systems up to the water main, and the costs of such work undertaken by the Municipality shall be the responsibility of the Owner.

- Added valve box accessibility (s. 8.6)

### **Section 9: Cross Connection Control**

- Entirely new section
- includes; program creation, hazard classification, mandatory backflow devices, annual testing, and enforcement.

### **Section 10: Freeze Protection and Bleeders**

- Combined old sections relating to frozen services and bleeders
- Added 10.1.1: No person shall use direct current to thaw a frozen Service.
- Added approved thawing methods (section 10.1.3)
- Added a Bleeder Registration Requirement (section 10.3)
- Updated seasonal restrictions from Dec 1-May 1 to May 1- Feb 1
- Added 10.5.2: The Municipality may adopt engineering standards prescribing minimum burial depth, insulation requirements, pipe materials, or alignment requirements specific to local soil and climatic conditions.

### **Section 11: Water Meters**

- Consolidated old sections into one
- Added 11.2.4: The Owner shall not enclose, cover, obstruct, drywall over, panel over, bury, or otherwise restrict access to a Water Meter or related piping without the prior written approval of the CAO.
- Added 11.3.3: Refusal or obstruction of access may result in the Municipality discontinuing Water Service until compliance is achieved.
- Added Section 11.8: Records and Reporting

### **Section 16: Accounts and Collection**

- Merged previous sections; accounts, collection, and enforcing payment
- Added 16.2: Accounts not paid by the due date may be subject to interest at a rate established by Council.
- Added 16.3: An Owner may dispute an Account by submitting written notice to the CAO within 30 (thirty) days of the invoice date. Undisputed amounts remain payable.
- Added 16.5: Unpaid charges may be added to the tax roll in accordance with applicable legislation.

### **Section 18: Enforcement and Offences**

- Updated entire section
- Added section 18.7: Appeal of Administrative Decisions

### **Schedule A**

## **Revisions to the Water Services Bylaw**

- Added new fees relating to; annual bleeder registration, temporary meter installation, flow verification testing.

### **Schedule B**

- Added offences and penalties according to the updates.

## AGENDA ITEM 7.3

### REQUEST FOR DECISION

**Subject:** Wildfire Utility Repairs Phase 1: Water Service Line Valves  
**From:** Bill Given, Chief Administrative Officer  
**Prepared by:** Doug Olthof, Director of Recovery  
**Reviewed by:** Vidal Michaud, Utilities Manager  
**Date:** April 14, 2026

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#### Recommendation:

That Committee recommend Council amend the 2026 capital budget to include the Wildfire-Affected Utility Repairs – Phase 1 project at a total budget of \$2,015,000, funded as follows:

- Disaster Recovery Program: \$1,505,000
- Utility Capital Reserve: \$ 510,000

#### Alternatives:

- That Committee direct administration to address repairs on a case-by case basis as needed.
- That Committee receive the report for information and take no further action.

#### Background:

On September 2, 2025, Council adopted the Utilities Master Plan, which identified the need for water service line valve (curb stop) replacements.

A site tour conducted on September 26, 2025, identified damage to of curb stop service valves on all properties within the Cabin Creek subdivision and approximately 90% of damaged properties in other wildfire impacted areas.

#### Discussion:

The proposed funding supports repairs to wildfire-related damage to municipal water infrastructure in Cabin Creek, Lodgepole, and Miette neighbourhoods. These repairs are required to restore full functionality of the water distribution system and ensure reliable service during ongoing community recovery.

Where eligible, Disaster Recovery Program funding will be utilized to offset costs associated with direct wildfire impacts, allowing the municipality to advance critical repairs while managing financial impacts.

The curb stop service valve work proposed in this RFD represents Phase 1 of a two-phase utility repair program.

### **Phase 1 – Curb-Stop Service Valves**

As a result of firefighting, debris management and utility replacement activities related to the 2024 wildfire, a large majority of curb stop service valves in fire-affected neighbourhoods have been rendered damaged, inaccessible or non-functional.

Damage to valves and related infrastructure has increased operational risk and reduced the ability to isolate sections of the system during maintenance or emergency response. While a number of curb stops have been replaced operationally to date, the remaining scope is too large to address within current operational capacity. Completing this work all at once during the 2026 construction season allows coordination with other reconstruction activities, reducing duplication of effort and limiting additional excavation and disruption to newly rebuilt homes.

An estimated 75% of Phase 1 work is projected to meet to meet the DRP's direct damage eligibility criteria. Deferring the work to a future date has several significant impacts, including inflation of future costs, disruption to rebuild neighbourhoods, loss of DRP eligibility for portions of the work, and a high risk of short-term failures.

### **Phase 2 – Water and Sanitary Service Rehabilitation**

Phase 2 of the program will address remaining fire-affected blocks including the 700 block of Connaught Dr., 700, 800, and 900 blocks of Patricia Street, and 800 block of Geikie Street. These areas require more comprehensive rehabilitation of aged sewer iron water mains prior to re-establishing services.

Phase 2 work is expected to carry total costs in the order of \$7 million. Initial assessments indicate that a more substantial portion of Phase 2 work is anticipated to be ineligible for DRP funding support.

Administration will return to a future meeting with a detailed report on Phase 2 and recommended funding strategies.

In summary, advancing Phase 1 as a coordinated capital project allows the municipality to address widespread infrastructure damage in a single construction window, improving efficiency and reducing impacts to recovering neighbourhoods. The approach maximizes available Disaster Recovery Program funding, limits future cost escalation, and reduces operational risk associated with system failures. Deferring or fragmenting the work would increase financial exposure and prolong service disruptions.

### **Strategic Relevance:**

- Provide and maintain the core services and infrastructure that enable the visitor economy.
- Focus on prevention, mitigation and preparation for natural disasters.
- Invest in practices and processes which support high quality decision making.

### **Inclusion Considerations:**

Restoring reliable water infrastructure supports safe and equitable access to essential municipal services for all residents. Timely repairs reduce the likelihood of service disruptions that would add unnecessary additional disruption for residents returning to their homes after rebuilding.

**Relevant Legislation:**

- [Jasper Utility Master Plan](#)
- [Jasper Recovery Framework](#)

**Financial:**

The total Phase 1 Curb-Stop Service Valves project cost is \$2,015,000, with the majority expected to be funded through the Disaster Recovery Program.

The expected municipal contribution is up to \$510,000 and is proposed to be funded through the Utility Reserve. The current projected end of 2026 balance for the Municipality of Jasper's Utility Reserve is \$3,159,918.62. The recommendation to Committee would result in an end of year balance of \$2,649,918.62.

**Attachments:**

- Map of affected neighbourhoods

Attachment 1: Map of wildfire-affected neighbourhoods included in Phases 1 & 2 of the Wildfire-Affected Utility Repair Project



\*Phase 1 of the project includes areas 1, 2 & 3. Phase 2 of the project included areas 5,6, & 7. Area 4 is not included in the scope of this project.

## AGENDA ITEM 7.4

### REQUEST FOR DECISION

**Subject:** Church Lands Memorandum of Understanding  
**From:** Bill Given, Chief Administrative Officer  
**Prepared by:** Beth Sanders RPP, Director of Urban Design & Standards  
**Reviewed by:** Leanne Pelletier, Housing Manager  
**Date:** April 14, 2026

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#### Recommendation:

- That Committee direct administration to enter into the Memorandum of Understanding as proposed.

#### Alternatives:

- That Committee direct administration to request changes to the Memorandum of Understanding and return to a future meeting.
- That Committee direct Administration to inform the Anglican Church and United Church that the municipality does not wish to proceed with exploring redevelopment of the properties.

#### Background:

- The 2024 Jasper Wildfire destroyed the Anglican Church and United Church structures located at the corner of 301 Miette Avenue (Block C), and 701 Turret Street (Block 2, Lot R9).
- The Diocese of Edmonton (Anglican Church) and the United Church of Canada have contributed funds to retain the services of an external consultant to assist the local congregations with redevelopment decision-making.
- On December 9, 2025, Committee of the Whole directed Administration to identify an opportunity to partner with the congregations and report back.
- On January 13, 2026, Committee directed Administration to prepare a Memorandum of Understanding with the Anglican Church and the United Church and return to a future meeting.

#### Discussion:

Administration has worked with the representative of the churches (Ms. Bubel of Another Way Consulting) and representatives of the Anglican Church and the United Church to prepare a Memorandum of Understanding (MOU) for Council's consideration. The Churches are prepared to sign the MOU (attached).

The Anglican and United Churches have faithfully served the community of Jasper, and visitors, for approximately 100 years. Both congregations hope to leave a legacy for future generations and rebuild in a way that could include a multi-faith worship space, multi-purpose community space, community offices, and housing.

This Request for Decision seeks Council's authorization for Administration to enter into an MOU with the churches. It is important to note that an MOU is not a legal contract. An MOU is a non-binding agreement between two or more parties. The purpose of an MOU is to document the parties' shared understanding and

facilitate work toward common goals. Any of the three parties may withdraw from the MOU at any time.

The contents of the proposed MOU include purpose, project description, the parties and their roles, shared purpose, next steps (develop a term sheet and potential land transfer agreements), decision-making, term of the MOU, withdrawal, and expenses.

The proposed MOU documents an agreement to explore the development, construction, ownership, and operation of multi-purpose community-benefiting buildings on the site. The MOU establishes an expectation that the parties would explore how to use the site to support a small set of generalized uses including but not limited to:

- Multifaith worship space
- Housing (including below-market and /or market seniors' housing)
- Community services

Should Committee authorize Administration to enter into the MOU, work and future decision-making on the matter will occur in stages:

1. **Community engagement and conceptual design.** On approval of the MOU, Administration will work with the Anglican Church and United Church to engage the community about what redevelopment of the sites can make possible in the community and prepare conceptual design options that can inform the Term Sheet.
2. **Preparation of a term sheet.** Administration will work with the Churches to prepare a "term sheet," a document that will include, or be supported by, the following:
  - a. Definition of terms
  - b. Confirmation of possible future uses of the site
  - c. Conceptual feasibility and financial models
  - d. Potential financing
  - e. Approach for future ownership
  - f. Approach to the operation of the future multifaith worship space
  - g. A process charter that outlines roles and responsibilities
  - h. Timelines and key milestones
  - i. Terms and conditions of eventual (land transfer) agreements
3. **Approval of major components for the term sheet.** Council will consider the contents of the Term Sheet prior to sending the documents to legal counsel.
4. **Final approval of the term sheet.** Formal council approval would be required before entering into any legally binding agreements.

Community engagement and the preparation of a conceptual design will take place before the term sheet is finalized. Future consideration of budget implications, land commitments, etc., will be subject to separate Council approvals and regular budget decision-making.

Major components of a term sheet will be presented to Council for approval prior to involving Municipal and the churches' legal counsel to draft legal documents for final consideration by Council.

**Strategic Relevance:**

- Maintain our system of community-based social infrastructure.
- Leverage recreational and cultural opportunities and spaces to increase community connection.
- Facilitate development of diverse housing options to meet community needs.
- Align land use decisions to local priorities.
- Foster public engagement and informed dialogue to strengthen trust and clarity.
- Nurture relationships that advance the community's interests.

**Inclusion Considerations:**

The proposed Memorandum of Understanding supports an exploration between the Municipality and two faith-based organizations with deep historical roots in the community. A shared approach to redevelopment may create future opportunities to incorporate inclusive uses, such as multi-faith space, non-market housing, or community programming, that would provide broad benefits to the community for generations.

**Relevant Legislation:**

- [Community Sustainability Plan](#)
- [Jasper Land Use Policy](#)
- [Alberta Municipal Government Act](#)

**Financial:**

The recommendation can be carried out within the existing approved budget, and no additional resources are needed. Any additional financial resources required would be identified for Council consideration following the development of the Term Sheet.

**Attachments:**

Memorandum of Understanding (April 9, 2026)

**MEMORANDUM OF UNDERSTANDING**

April \_\_\_\_, 2026

**1. Purpose of this document**

The terms and conditions outlined below have been prepared solely to outline a potential basis upon which the Synod of the Diocese of Edmonton, the Anglican Parish of St. Mary and St. George, the United Church of Canada along with the Jasper United Church (“Churches”) together with the Municipality of Jasper (“MOJ”) hereinafter referred to as the “Parties” may enter into an agreement to facilitate financing, building, operating and managing of a multi-purpose, community-benefitting development (the “Project”).

These terms and conditions are for discussion purposes only and do not, at this time, represent an offer or commitment on behalf of the Parties to enter into a transaction or business relationship. A formal commitment in respect of the terms and conditions would require a satisfactory due diligence review and authorization of the proposed transactions or business relationship by the Parties.

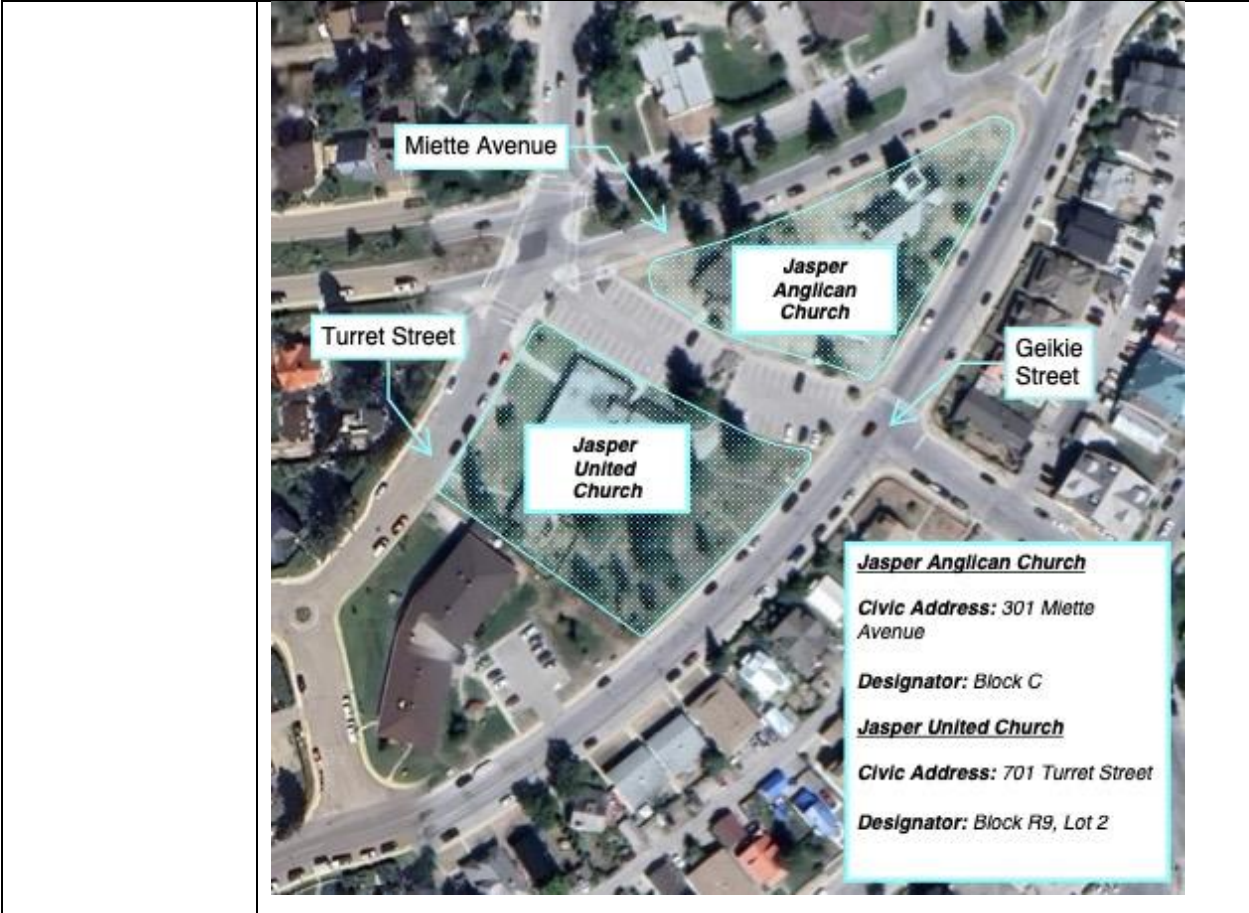
**2. Project Description**

The Project refers to the development, construction, ownership, and operation of multipurpose community-benefitting buildings, including but not limited to multifaith worship space, housing units (including affordable and not for profit seniors housing) and community services at the following legal parcels Block C, Plan 37651 CLSR (Anglican Church) and Lot 2, Block R9, Plan 53563 CLSR (United Church) (the “Project”).

The output for this phase of the Project is confirmation of whether the Parties wish to proceed with any transactions or business relationship as outlined in this MOU.

1. NO → No further action is required; or
2. YES → A Term Sheet is prepared for approval of the Parties’ appropriate decision-makers.

A conceptual diagram reflecting workflow after the MOU is included in APPENDIX A: Redevelopment Process.



**3. Parties and Roles**

**Synod of the Diocese of Edmonton, Anglican Parish of St. Mary and St. George along with the United Church of Canada, Jasper United Church**  
 (“Churches”)

- The Church’s responsibilities include):
- Contribute land (as Lessees) of the two properties) and make equity contributions to the Project. in both the predevelopment and development phases;
  - Actively support the pursuit of grant funding and philanthropic capital for the Project; and
  - Be materially involved in determining the feasibility and conceptual design of the Project as a whole, as well as the design of the multifaith worship space in particular.

**Municipality of Jasper (“MOJ”)**

- The MOJ is the potential recipient of land and equity, which it would use to develop, build, manage and operate the Project. Responsibilities include:
- Coordinate municipal and federal approvals;
  - Confirm which entity/entities will enter into a legal agreement for the Project (Municipality of Jasper and/or the Jasper Municipal Housing Corporation);
  - Conduct community engagement;

	<ul style="list-style-type: none"> <li>• Oversee the overall design, feasibility assessment and financing of the Project;</li> <li>• Shepherd the permitting, construction and project management of the Project (including negotiating all lease agreements, transfers, consolidations, subdivision and permissions from Parks Canada); and</li> <li>• Operation and management of the Project once complete.</li> </ul>
<b>4. Shared Purposes</b>	<p>In addition to rebuilding a worship space, the Parties also intend for the Project to have broader community significance by:</p> <ul style="list-style-type: none"> <li>• Advancing new and innovative practices to leverage Church land to accelerate the development of community infrastructure and housing;</li> <li>• Develop a sustainable, financial, legal and operating model that is a gift to future generations and a legacy from our two Churches; and</li> <li>• Honour the history and legacy of the Churches in the Jasper community on this site and the tragedy of the 2024 wildfire.</li> </ul>
<b>5. Development of a Term Sheet and Land Transfer Agreements</b>	<p>On signing the MOU, the Parties will develop a Term Sheet, including (but not limited to) or supported by the following contents as determined by the Churches and MoJ:</p> <ul style="list-style-type: none"> <li>○ Definition of terms, such as “materially involved”</li> <li>○ Terms and conditions of eventual (land transfer) agreements</li> <li>○ Confirmation of possible future uses on the site, and a process should the MoJ wish to change the uses of the site</li> <li>○ Feasibility study (conceptual design, conceptual pro forma)</li> <li>○ Potential financing (loans, grants, philanthropic capital, etc.)</li> <li>○ Cash contributions (uses, amounts and dispersal timelines)</li> <li>○ Confirmation of Parks Canada terms for the transfer of land</li> <li>○ Approach to ownership of the Project – in whole or in part</li> <li>○ Approach to operation of the future multifaith worship space (post construction)</li> <li>○ A “process charter” that will outline roles and responsibilities during various phases, and will articulate degrees of participation and/or decision-making after a land transfer is executed</li> <li>○ Determination of land transfer value</li> <li>○ Timelines and key milestones</li> </ul>
<b>6. Decision-Making Lines of Authority</b>	<p>Both parties will respect the lines of authority and decision-making requirements of each other’s respective governance bodies.</p>
<b>7. Withdrawal</b>	<p>Either party may withdraw from this Memorandum of Understanding with 90 days notice until such time as the Land Transfer Agreement is signed.</p>

<b>8. Term</b>	This MOU shall come into force and effect as of the date it is signed by the Parties and shall continue in force until the earlier of signing of either the Land Transfer Agreement or December 31, 2026.
<b>9. Expenses</b>	Until the Land Transfer Agreement is signed, each Party will be responsible for its own internal and external costs. Predevelopment expenses may be reimbursed should the Project proceed and grant funds cover these expenses.

The Parties agree to the terms and intent of this Memorandum of Understanding effective \_\_\_\_\_, 2026.

\_\_\_\_\_

Synod of the Diocese of Edmonton

\_\_\_\_\_

Date

\_\_\_\_\_

United Church of Canada

\_\_\_\_\_

Date

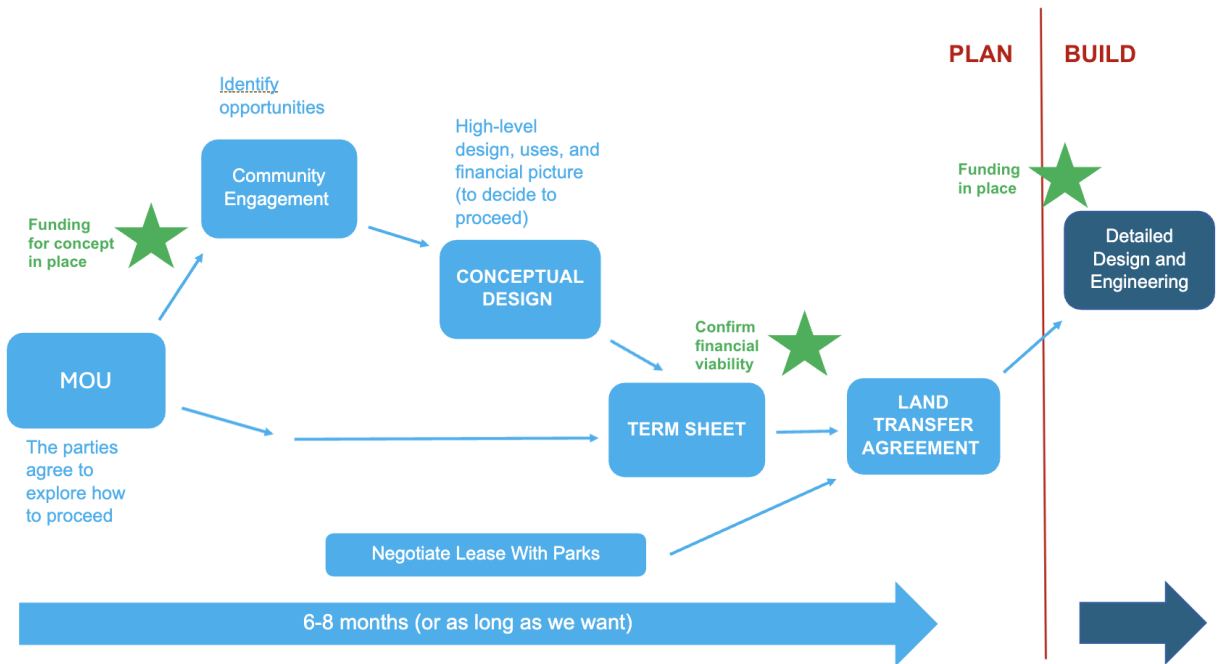
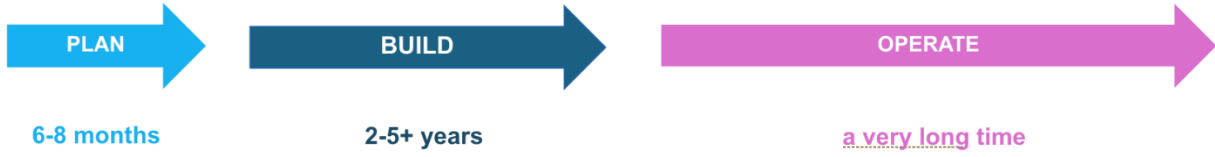
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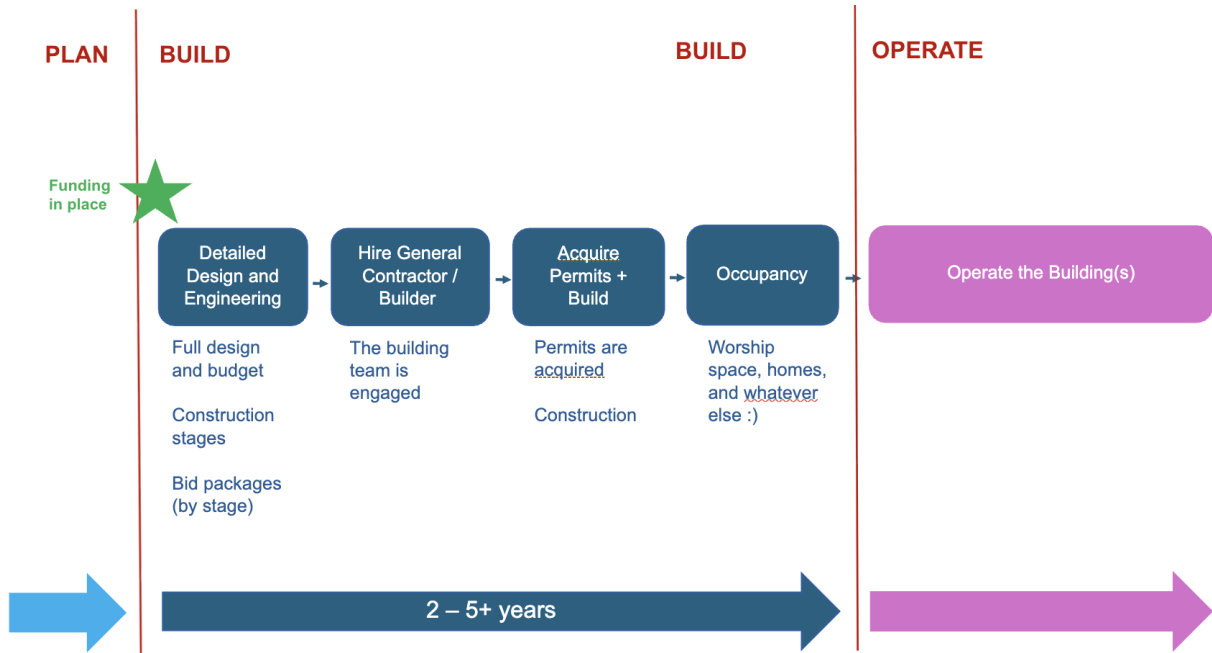
Municipality of Jasper

\_\_\_\_\_

Date

**APPENDIX A – REDEVELOPMENT PROCESS**





## AGENDA ITEM 7.5

### REQUEST FOR DECISION

**Subject:** Jasper Municipal Housing Corporation  
Connaught Below Market Housing Loan Guarantee Bylaw

**From:** Bill Given, Chief Administrative Officer

**Prepared by:** Leanne Pelletier, Municipal Housing Manager

**Reviewed by:** Natasha Malenchak, Director of Finance & Administration

**Date:** April 14, 2026



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#### Recommendation:

- That Committee recommend Council give first and second reading to the Jasper Municipal Housing Corporation Connaught Below Market Housing Loan Guarantee Bylaw.

#### Alternatives:

- That Council not approve the Jasper Municipal Housing Corporation Loan Guarantee Bylaw.
- That Council direct Administration provide more information and return to a future committee.

#### Background:

- In 2012 Council approved bylaw #160 “Caribou Creek Non-Profit Housing Limited Loan Guarantee Bylaw” which approved acting as guarantor for a \$3.6 million loan to the Caribou Creek Housing Co-operative.
- In October 2025 CMHC provided conditional approval of funding for \$5,015,035 forgivable loan and a \$9,221,996 repayable loan to fund construction of a 40 unit below market housing development.
- In February 2026, loan agreements were completed by CMHC and forwarded to Jasper Municipal Housing Corporation Legal Counsel for review.

#### Discussion:

In alignment with Council's Strategic Priority of advancing housing, the Jasper Municipal Housing Corporation is constructing below market, energy efficient and accessible housing units in the community, funded in part through the CMHC's Affordable Housing Fund and a combination of forgivable and repayable loans.

Along with provincial grants, the CMHC funding allows for the project to deliver below market rents while remaining financially viable. Like other loans from traditional lenders, the CMHC loan agreement requires a Guarantor to secure the funds. In this instance, they require the Municipality to act as guarantor for both the forgivable and repayable loans, until the project reaches '**Stabilization**', as defined in the CMHC loan Agreement.

Stabilization is defined as:

*The date that the Project has achieved a minimum of 12 consecutive months of operations and reached its target Total Effective Gross Income over a 12-month period.*

Pro formas and financial viability testing accepted by CMHC support the Project reaching stabilization at 12 months of operations.

The proposed guarantee would apply to a total of \$14,237,031 in CMHC funding.

The forgivable portion (\$5M) is subject to compliance with program requirements, including project completion, reporting, and operating conditions. The repayable portion (\$9.2M) would require repayment under terms to be finalized. Specific loan details are to be negotiated with CMHC, including interest rate and term length.

This approach is consistent with past practice in the municipality. Council has previously acted as guarantor to support community housing initiatives, including the 2012 Guarantor approval for Caribou Creek Housing Co-operative through Bylaw #160.

Council's approval of the guarantee, and subsequent passing of the Bylaw, would allow the JMHC to finalize the financing arrangements and continue project implementation.

If Council chooses not to authorize the guarantee, JMHC would be required to seek alternative financing arrangements, which may not be available on comparable terms or timelines, including the potential loss of \$5M in forgivable loan funding, which could delay or stall the project.

**Strategic Relevance:**

- Increase housing supply for the benefit of eligible residents and the local economy.
- Advance interests of strategic importance to secure policy and funding outcomes.
- Recognize the fundamental importance of the visitor economy.

**Inclusion Considerations:**

The proposed housing development supports access to housing for residents across income and mobility levels, by including below market rents and fully accessible units. Increasing housing supply contributes to affordability and stability within the community. Expanding community housing options aligns with the Municipality's commitment to equity and inclusion.

**Relevant Legislation:**

- Municipal Government Act (RSA 2000, c. M-26)
- Bylaw #160 (2012) – Municipal Guarantee for Caribou Creek Housing Co-operative
- Proposed Municipal Guarantee Bylaw (2026)

**Financial:**

The proposed guarantee does not require any cash contribution from the Municipality. However, the Municipality would assume contingent liability for the guarantee amount under the CMHC financing agreement. The municipality would be discharged of the guarantee upon the Project reaching stabilization.

The Municipality's debt limit is established by the provisions of section 276(2) of the Municipal Government Act, R.S.A. 2000, Chapter M-26 and was \$88,002,609 as of the end of the 2024 fiscal year and the Municipality's obligations of \$23,555,013 as of the end of that fiscal year provide for it to assume up to \$64,447,596 in additional debt.

The impact of the guarantee on calculations related to the Municipality's debt limit would be removed once the project reaches stabilization which administration expects to occur approximately 12 months after opening, or approximately January 2028.

Under Alberta's Municipal Government Act (MGA) and the Debt Limit Regulation, Municipal Affairs has authority to approve borrowing beyond a municipality's calculated debt limit.

In practice, this means the Province can approve an exception or special authorization, particularly where:

- The project supports provincial priorities (e.g., housing);
- The risk profile is acceptable; and
- The municipality demonstrates capacity to manage the obligation.

**Attachments:**

- Bylaw #160 (2012) – Municipal Guarantee for Caribou Creek Housing Co-operative
- Proposed Guarantee Bylaw (2026)

**MUNICIPALITY OF JASPER  
BYLAW #160**

**BEING A BYLAW OF THE MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA  
TO AUTHORIZE A LOAN GUARANTEE FOR CARIBOU CREEK NON-PROFIT HOUSING  
LIMITED.**

**WHEREAS** pursuant to the provisions of the Municipality Government Act, R.S.A. 2000, Chapter M26 and amendments thereto, a municipality may guarantee the repayment of a loan between a lender and a non-profit organization;

**AND WHEREAS** the Municipality of Jasper views the development of affordable housing in Jasper as beneficial to the community and wishes to support such development;

**AND WHEREAS** Caribou Creek Non-Profit Housing Limited is a not-for-profit body corporate duly incorporated under the laws of the Province of Alberta and established to develop and operate affordable housing in Jasper;

**AND WHEREAS** Caribou Creek Non-Profit Housing Limited is the beneficial owner of a leasehold interest in the following lands in the Municipality of Jasper: Parcel FW Plan 0221852;

**AND WHEREAS** Caribou Creek Non-Profit Housing Limited to build 45 residential condominium units in as set out in the attached Schedule "A";

**AND WHEREAS** the Servus Credit Union has committed to finance the said construction;

**AND WHEREAS** Caribou Creek Non-Profit Housing Limited has requested assistance in its housing development project through the provision by the Municipality of Jasper of a loan guarantee;

**AND WHEREAS** the Municipality's debt limit is established by the provisions of section 276(2) of the Municipal Government Act, R.S.A. 2000, Chapter M-26 was \$19,025,728 as of the end of the 2011 fiscal year and the Municipality's obligations of \$6,909,539 as of the end of that fiscal year provide for it to assume up to \$12,116,489 in additional debt;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Jasper in the Province of Alberta, duly assembled, enacts:

**1. CITATION**

- 1.1 This Bylaw may be cited as "Bylaw #160 Caribou Creek Non-Profit Housing Limited Loan Guarantee Bylaw 2012".
- 1.2 Municipality of Jasper Bylaw #147, the "Caribou Creek Non-Profit Housing Limited Loan Guarantee Bylaw 2011" is hereby repealed.

**2. DEFINITIONS**

- 2.1 In this Bylaw
  - 2.1.1 "*Caribou Creek Non-Profit Housing Limited*" shall mean the corporation of that name created to develop and operate affordable housing in parcels

FY, FX and FW in the Municipality of Jasper (the "Development" and whose address is Box 130, Jasper, Alberta, TOE 1E0;

- 2.1.2 "Chief Administrative Officer" shall mean the individual duly appointed to that position for the Municipality of Jasper at any given time and includes any person authorized to act for and in the name of that individual.
- 2.1.3 "Council" shall mean the Council of the Municipality of Jasper;
- 2.1.4 "Municipality of Jasper" shall mean the Municipality of Jasper in Jasper National Park in the Province of Alberta;
- 2.1.5 "Servus Credit Union" shall mean the Servus Credit Union of 4904-48 Street, Stony Plain, Alberta, T7Z 1L8;
- 2.1.6 Words importing the masculine gender only, include the feminine gender whenever the context so requires and vice versa;
- 2.1.7 Words importing the singular shall include the plural or vice versa whenever the context so requires.

### 3. LOAN GUARANTEE

- 3.1 Subject to the provisions and limitations herein, Council is hereby authorized to guarantee the indebtedness of Caribou Creek Non-Profit Housing Limited to the Servus Credit Union during the construction of the Development set out in Schedule "A" hereto in a single stage.
- 3.2 The guarantee of indebtedness authorized herein shall not exceed thirty per cent (30%) of the financing of the Development, or three million, six hundred thousand dollars (\$3,600,000), whichever is the lesser sum.

### 4. INTEREST

- 4.1 Interest on the loan to be guaranteed shall be calculated at the Bank of Canada prime rate of interest plus three (3) percent.
- 4.2 Interest shall be applicable if the Municipality is required to repay any amount of indebtedness incurred by Caribou Creek Non-Profit Housing Limited.

### 5. FUNDING SOURCES

- 5.1 Funding to repay the indebtedness potentially created by the loan guarantee shall be derived from two sources:
  - 5.1.1 Income to be derived from rental or sale of those unoccupied housing units available to the Municipality as security for the loan guarantee, and
  - 5.1.2 In the event such income is insufficient to fully cover the indebtedness, funds derived from the Municipality's operating budget.

### 6. LOAN GUARANTEE AGREEMENT

- 6.1 Council hereby authorizes the Chief Administrative Officer to enter into a Loan Guarantee Agreement with Caribou Creek Non-Profit Housing Limited and the Servus Credit Union with provisions as set out in Schedule "B" hereto.

7. **SEVERANCE**

7.1 If any provision herein is adjudged by a court of competent jurisdiction to be invalid for any reason, then that provision shall be severed from the remainder of this Bylaw and all other provisions of this Bylaw shall remain valid and enforceable.

8. **COMING INTO EFFECT**

8.1 This Bylaw shall come into force and effect on the final day of passing thereof.

8.2 If any provision herein is adjudged to be repugnant to any federal regulation or legislation, this Bylaw shall continue in full force and effect, but any such repugnant provision shall be of no force or effect until such time as the repugnancy is removed by repeal or amendment of the federal legislation or regulation.

**GIVEN FIRST READING THIS 15 DAY OF MAY 2012**

**GIVEN SECOND READING THIS 19 DAY June , 2012**

**OF GIVEN THIRD AND FINAL READING THIS 3 DAY OF July , 2012**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER



SCHEDULE "B"

AGREEMENT

WHEREAS CARIBOU CREEK NON PROFIT HOUSING LIMITED ("Caribou Creek") is the beneficial owner of a leasehold interest in the following lands in the town of Jasper:

Parcel FW Plan 0221852

on which it intends to build 45 residential Condominium Units (the "Developer") in one stage as set out in the attached Schedule "A";

AND WHEREAS SERVUS has committed to finance the said construction;

AND WHEREAS THE MUNICIPALITY OF JASPER (the "Municipality") has agreed to guarantee the financing by Servus for thirty percent of each financing stage to a maximum of \$3,600,000 subject to certain conditions;

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

1. Subject to Caribou Creek satisfying the obligations contained in paragraph 2, the Municipality shall provide its guarantee of the indebtedness of Caribou Creek to Servus in respect of the Development in the form of the guarantee attached hereto as Schedule B and shall secure its obligations under its guarantee by registering a collateral mortgage against Parcel FW subject only to such prior security as Servus requires.
2. Caribou Creek shall provide to the Municipality evidence that:
  - a) Parks Canada has issued a lease to Caribou Creek or its authorized trustee and agent Caribou Creek Housing Corporation for the Parcel FW property identified in this Agreement which provides for the development on the lands subject to the leases;
  - b) Caribou Creek or its authorized trustee and agent Caribou Creek Housing Corporation has requested development permits from Parks Canada for the development on the property;
  - c) Caribou Creek or its authorized trustee and agent Caribou Creek Housing Corporation has secured contracts for the construction of the development which demonstrate that the development can be completed in accordance with the financing approved by Servus;

Municipality of Jasper Bylaw #160  
CCNPHC Loan Guarantee Bylaw #2012

- d) Caribou Creek or its authorized trustee and agent Caribou Creek Housing Corporation has received into trust amounts equal to not less than five (5) percent of the total purchase price for each unit and that such sums are either held in trust by Caribou Creek or its authorized trustee and agent Caribou Creek Housing Corporation, or have been expended in whole or in part on the development. The amount of each deposit shall be a credit to the unit buyer or his or her purchase of one of the said forty-five (45) units;
  - e) Before the Municipality provides its guarantee of the financing of any stage of the Development, Caribou Creek shall provide to the Municipality acceptable evidence that each unit in the particular stage has been pre-sold;
  - f) Confirming Caribou Creek's indebtedness to the Municipality and agreement to pay interest on the short-term loan previously advanced by the Municipality to Caribou Creek Housing Corporation and upon any amount paid by the Municipality to Servus under the guarantee;
  - g) Written confirmation from Parks Canada that the Municipality shall have the right to lease any unoccupied or unsold units in the Development, and
  - h) Caribou Creek or its authorized trustee and agent Caribou Creek Housing Corporation provides evidence of having effected insurance satisfactory to the Municipality.
3. The Municipality agrees that it shall retire any indebtedness to Servus, to the limits set out in its guarantee, within sixty (60) days from the demand by Servus in accordance with the guarantee.
  4. Caribou Creek agrees to use its best efforts to complete the Development on time and within budget and to forward, upon receipt, all sale proceeds (net of closing costs and adjustments) of each condominium unit to Servus.
  5. Servus confirms that it has issued to Caribou Creek an approval of loan to finance for the Development according to the terms of its commitment letter.
  6. This agreement shall be binding on the parties hereto and their successors and assigns.

**MUNICIPALITY OF JASPER**  
**BYLAW #XXX**

**BEING A BYLAW OF THE MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA TO AUTHORIZE A LOAN GUARANTEE FOR JASPER MUNICIPAL HOUSING CORPORATION.**

**WHEREAS** pursuant to the provisions of the Municipality Government Act, RS.A. 2000, Chapter M26, Section 264, and amendments thereto, a municipality may guarantee the repayment of a loan between a lender and a Municipally Controlled Corporation;

**AND WHEREAS** the Municipality of Jasper ("MOJ") views the development of affordable housing in Jasper as beneficial to the community and wishes to support such development;

**AND WHEREAS** Jasper Municipal Housing Corporation ("JMHC") is a Municipally Controlled Corporation body duly incorporated under the laws of the Province of Alberta and established to develop and operate community housing in Jasper;

**AND WHEREAS** JMHC is the beneficial owner of a leasehold interest in the following lands in the Municipality of Jasper: Plan 2420744 Parcel HJ at 737 Connaught Drive;

**AND WHEREAS** JMHC is to build 40 residential below market rental units in as set out in the attached Schedule "A" (the "Development") at 737 Connaught Dr.;

**AND WHEREAS** the Canadian Mortgage and Housing Corporation ("CMHC") has committed to finance the said construction through the terms as contained in the Affordable Housing Fund Loan Agreement, as may be amended from time to time (the "Loan Agreement");

**AND WHEREAS** JMHC has requested assistance in its construction of the Development through the provision by the Municipality of Jasper of a forgivable and repayable loan guarantee to CMHC;

**AND WHEREAS** the Municipality of Jasper's debt limit is established by the provisions of section 276(2) of the Municipal Government Act, R.S.A. 2000, Chapter M-26 was \$88,002,609 as of the end of the 2024 fiscal year and the Municipality's obligations of \$23,555,013 as of the end of that fiscal year provide for it to assume up to \$64,447,596 in additional debt;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Municipality of Jasper in the Province of Alberta, duly assembled, enacts:

**1. CITATION**

1.1 This Bylaw may be cited as the "Jasper Municipal Housing Corporation Loan Guarantee Bylaw 2026".

**2. DEFINITIONS**

2.1 In this Bylaw:

2.1.1 "*JMHC*" shall mean, Jasper Municipal Housing Corporation, the municipally controlled corporation, which is solely owned and controlled by the Municipality of Jasper and created to develop and operate community housing in the Municipality of Jasper and whose address is PO Box 520, Jasper, Alberta, T0E 1E0;

2.1.2 "*Chief Administrative Officer*" shall mean the individual duly appointed to that position for the Municipality of Jasper at any given time and includes any person

authorized to act for and in the name of that individual.

2.1.3 "*Council*" shall mean the Council of the Municipality of Jasper;

2.1.4 "*Loan*" means \$14,237,031 being borrowed by the JMHC from the CMHC, with \$9,221,996 of the Loan being attributable to the Repayable Loan as set forth in the Loan Agreement and \$5,015,035 being attributable to the Forgivable Loan as set forth in the Loan Agreement;

2.1.5 "*Municipality of Jasper*" shall mean the Municipality of Jasper in Jasper National Park in the Province of Alberta;

2.1.6 "*CMHC*" shall mean the Canada Mortgage and Housing Corporation of 700 Montreal Road, Ottawa, ON, K1A 0P7;

2.2 Words importing the masculine gender only, include the feminine gender whenever the context so requires and vice versa;

2.3 Words importing the singular shall include the plural or vice versa whenever the context so requires.

### **3. LOAN GUARANTEE**

3.1 Subject to the provisions and limitations herein, Council is hereby authorized to guarantee by the Municipality of Jasper of the Loan by JMHC to the CMHC, for the Development at 737 Connaught Drive

3.2 The guarantee of the Loan authorized herein shall not exceed the combined total amount of the Forgivable and Repayable Loan administered by CMHC, which equals \$14,237,031, with \$9,221,996 being attributable to the Repayable Loan and \$5,015,035 being attributable to the Forgivable Loan.

3.3 The guarantee by the Municipality of Jasper of JMHC's Loan from the CMHC will be released by the CMHC upon JMHC achieving Stabilization, as that term is defined in the Loan Agreement.

### **4. INTEREST**

4.1 Interest on the Loan to be guaranteed shall not exceed the 'Threshold Interest Rate for Repayable Loan' as defined in the Loan Agreement at 4.58%.

4.2 Interest shall be applicable if the Municipality of Jasper is required to repay any of the Loan as guaranteed to the CMHC.

### **5. FUNDING SOURCES**

5.1 Should the Municipality of Jasper have to pay any or all of the Loan that is being guaranteed, the funding to repay the indebtedness shall come from the operating budget of the Municipality of Jasper.

**6. LOAN GUARANTEE AGREEMENT**

6.1 Council hereby authorizes the Chief Administrative Officer to grant the Guarantee of JMHC's Loan to the CMHC with provisions as set out in Schedule "B" hereto.

**7. SEVERANCE**

7.1 If any provision herein is adjudged by a court of competent jurisdiction to be invalid for any reason, then that provision shall be severed from the remainder of this Bylaw and all other provisions of this Bylaw shall remain valid and enforceable.

**8. COMING INTO EFFECT**

8.1 This Bylaw shall come into force and effect on the final day of passing thereof.

8.2 If any provision herein is adjudged to be repugnant to any federal regulation or legislation, this Bylaw shall continue in full force and effect, but any such repugnant provision shall be of no force or effect until such time as the repugnancy is removed by repeal or amendment of the federal legislation or regulation.

This bylaw shall come into force on the final day of passing thereof.

READ a first time this \_\_\_\_ day of \_\_\_\_\_, 2026.

READ a second time this \_\_\_\_ day of \_\_\_\_\_, 2026.

READ a third time and finally passed this \_\_\_\_ day of, \_\_\_\_\_ 2026.

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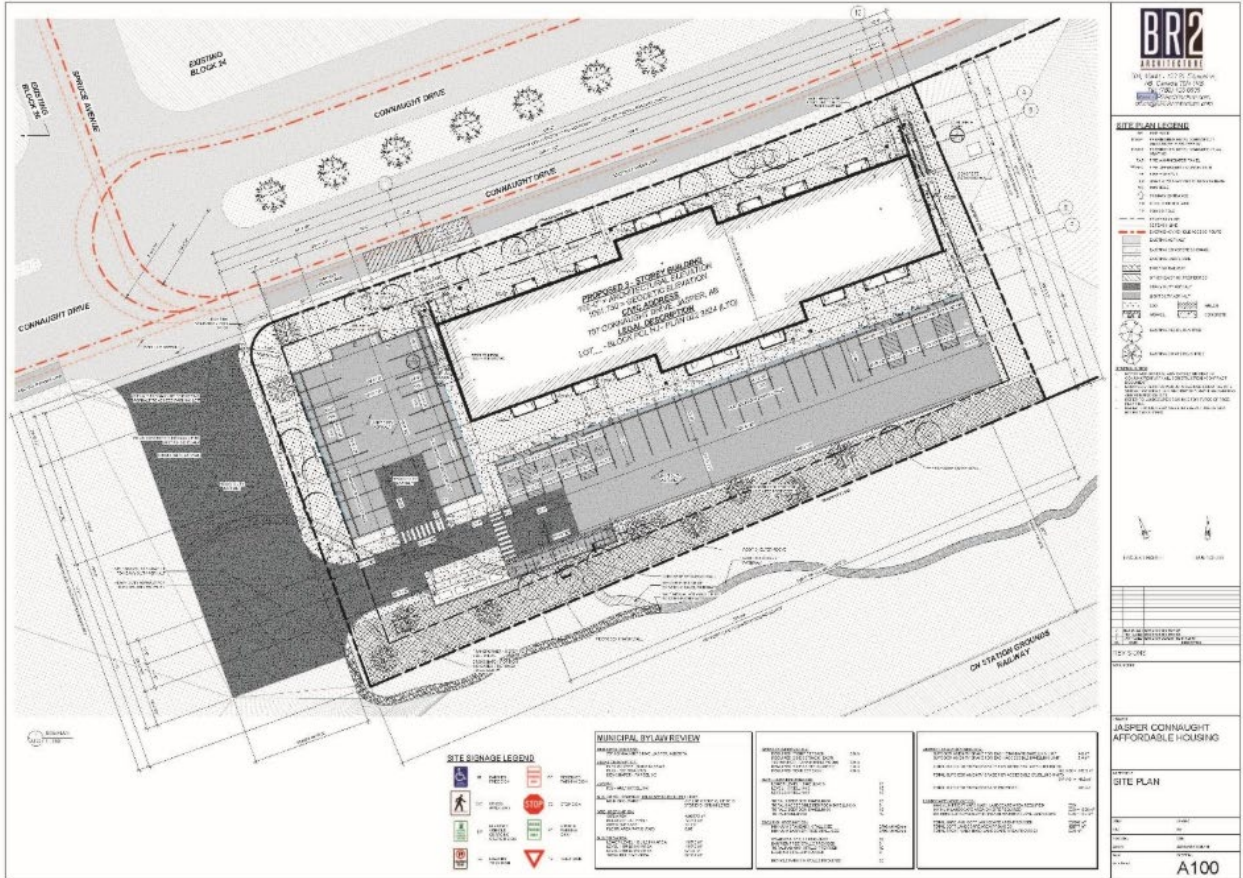
Mayor

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Chief Administrative Officer

SCHEDULE 'A'

The Development – 737 Connaught Dr.



SCHEDULE 'B'  
GUARANTEE

CMHC File No.: 28115681

## GUARANTEE

**THIS GUARANTEE** made as of \_\_\_\_\_, 20\_\_\_\_ by **MUNICIPALITY OF JASPER** (the “**Guarantor**”) to an in favour of **CANADA MORTGAGE AND HOUSING CORPORATION** (“**CMHC**”).

**WHEREAS** pursuant to the loan agreement dated as of \_\_\_\_\_, 20\_\_\_\_ by and among **JASPER MUNICIPAL HOUSING CORPORATION** (the “**Borrower**” and, to the extent more than one Person is a party to such loan agreement as a borrower, all such Persons are collectively referred to as the “**Borrower**”), the Guarantor and CMHC (as the same may be amended, restated, modified, supplemented from time to time, the “**Loan Agreement**”), CMHC has made the Loan available to the Borrower;

**AND WHEREAS** the Guarantor has agreed to guarantee the payment and performance of the Obligations (as defined below) and considers it to be in its best interest to provide this Guarantee;

**NOW THEREFORE** in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Guarantor covenants and agrees as follows:

**1.1 Definitions and Common Terms.** Except as otherwise set out herein (i) the terms defined in the Loan Agreement have the same meanings when used in this Guarantee, and (ii) except as otherwise set out herein, the Common Terms form part of this Guarantee and are incorporated herein by reference, with appropriate changes to fit the context.

**1.2 Guarantee.** The Guarantor hereby unconditionally and irrevocably guarantees to and in favour of CMHC, by way of a continuing guarantee, the due and punctual payment and performance, whether at stated maturity, by acceleration or otherwise, of all present and future debts, liabilities and obligations, direct or indirect, absolute or contingent, of the Borrower and any other Credit Party to CMHC arising pursuant to the Loan Documents to which the Borrower or such other Credit Party, as applicable, is a party (collectively, the “**Obligations**”). The obligations of the Guarantor hereunder and the obligations of any other Person under a guarantee executed and delivered by such other Person to CMHC guaranteeing the Obligations shall be joint and several. The obligations of the Guarantor hereunder are continuing obligations and this Guarantee will continue to be effective or be reinstated, as applicable, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by CMHC upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

**1.3 Recourse.** CMHC shall have full recourse to the Guarantor; provided, however, that if the Obligations are in respect of a Forgivable Loan, and the Guarantor is not the beneficial owner of the Project Lands, CMHC shall have full recourse to the Guarantor only until Stabilization has occurred.

**1.4 Indemnity.** If any or all of the Obligations are not paid or performed by the Credit Parties, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless CMHC from and against all losses, costs and expenses of CMHC arising from or in connection with (a) the invalidity or unenforceability of any of the provisions of the Loan Documents, or (b) the failure of the Credit Parties to fully and promptly pay or perform any of the Obligations.

**1.5 Primary Obligation.** If any or all of the Obligations are not paid or performed by the Credit Parties or CMHC is not indemnified under this Guarantee, in each case, such Obligations will, as a separate and distinct obligation, be paid and performed by the Guarantor as primary obligor immediately upon written demand to the Guarantor by CMHC.

**1.6 Absolute Liability.** The Guarantor agrees that its liability under this Guarantee is absolute and unconditional and shall remain in full force and effect until all Obligations have been validly, finally and irrevocably paid in full or this Guarantee has been released by CMHC. The liability and obligations of the Guarantor hereunder shall not be affected by any matter which but for this provision might operate to

affect such liability or obligations including: (a) the lack of validity or enforceability of any term of a Loan Document; (b) any contest by a Credit Party as to the amount of the Obligations or any defence, counter-claim or right of set-off available to a Credit Party; (c) any extension of time for payment or performance of the Obligations or any release, variation or indulgence granted by CMHC to a Credit Party or any extinguishment of all or any part of the Obligations by operation of law; (d) any corporate or other change affecting a Credit Party or any change in circumstance relating to a Credit Party, including any bankruptcy, insolvency, liquidation or similar proceeding (and, if applicable, any incapacity or disability) or any action taken with respect to this Guarantee by a trustee or receiver, or by a court, in any such proceeding, whether or not the Guarantor has notice or knowledge of any of the foregoing; (e) any impossibility, impracticability, frustration of purpose, *force majeure* or illegality of any of the Loan Documents or a Credit Party's performance in respect thereof; (f) the occurrence of any change in the law of any jurisdiction or by any present or future action of a Governmental Authority, or the obtaining of a court order, that amends, varies, reduces or otherwise affects, or purports to amend, vary, reduce or otherwise affect, any Obligation or the obligations of the Guarantor hereunder; (g) any dealings with any security interest held by CMHC, including the granting of releases and discharges; (h) any invalidity, non-perfection or unenforceability of any security interest held by CMHC or any exercise or enforcement of, or failure to exercise or enforce, such security interest, or any irregularity or defect in the manner or procedure by which CMHC realizes on such security interest; (i) any assignment of the benefits of this Guarantee; and (j) any other circumstance that might otherwise constitute a defence available to, or a discharge of, a Credit Party in respect of the Obligations, this Guarantee or the Guarantor's obligations hereunder. This Guarantee is not subject to any condition or agreement which could diminish the liability of the Guarantor or modify its terms.

**1.7 No Releases.** The liability of the Guarantor hereunder will not be released, discharged, limited or in any way affected by anything done, not done, suffered or permitted by CMHC in connection with any obligations or liabilities of any Credit Party to CMHC or any security therefor including any loss of or in respect of any security received by CMHC from a Credit Party. Without limiting the generality of the foregoing and without releasing, limiting or otherwise affecting the Guarantor's liability hereunder, without obtaining the consent of or giving notice to the Guarantor, CMHC may in its sole discretion: (a) vary the credit of the Borrower in any manner whatsoever; (b) make any change to payment terms or any other term of any Loan Document or waive the failure of a Credit Party to carry out any of its obligations thereunder; (c) grant renewals, extensions, releases and discharges to a Credit Party; (d) exercise or enforce, or refrain from exercising or enforcing, any right or security interest; (e) apply all sums from time to time received to all or part of the Obligations or change any such application in whole or in part from time to time; and (f) otherwise deal with a Credit Party and all other Persons and security interests.

**1.8 No Exhaustion of Remedies.** CMHC need not exhaust its recourse against a Credit Party or other Persons or realize on any security interest it may hold in respect of the Obligations before being entitled to enforce payment and performance hereunder or pursue any other remedy against the Guarantor. The Guarantor has no right of discussion or division.

**1.9 Demand.** Upon the occurrence of an Event of Default, CMHC will be entitled to demand from the Guarantor payment of all Obligations then due, including interest on overdue payments of principal and interest that has accrued to and including the date of such demand under the Loan Agreement (the "**Guaranteed Amount**") and the Guarantor shall pay all such amounts upon such demand.

**1.10 Interest.** Following demand of a Guaranteed Amount by CMHC hereunder, the Guarantor will pay interest to CMHC on any unpaid portion of such Guaranteed Amount at the rate of interest applicable to the Obligations comprising such Guaranteed Amount under the Loan Agreement, such interest to accrue from and including the date of on which such demand was made by CMHC.

**1.11 Assignment and Postponement.** All debts and liabilities, present and future, of any Credit Party to the Guarantor are hereby assigned to CMHC and postponed to the Obligations, and, upon the occurrence of an Event of Default, all money received by the Guarantor in respect thereof will be held in trust for, and promptly paid to, CMHC without in any way limiting the liability of the Guarantor hereunder. This assignment and postponement is independent of the Guarantee and will remain in full force and effect until, in the case of the assignment, the liability of the Guarantor under this Guarantee has been

discharged or terminated and, in the case of the postponement, until all Obligations are performed and paid in full.

**1.12 Subrogation.** The Guarantor will not be entitled to subrogation until the Obligations have been performed and paid in full.

**1.13 Guarantor's Representations and Warranties.** The Guarantor represents and warrants to CMHC that all the representations and warranties given by the Guarantor in the Loan Documents are true.

**1.14 Payment of Expenses.** In addition to the Guaranteed Amount, the Guarantor will pay on demand, and will indemnify and save CMHC harmless from, any and all costs and expenses (including reasonable legal fees and expenses) (a) incurred by CMHC in the administration or enforcement of this Guarantee, or (b) with respect to, or resulting from, any failure or delay by the Guarantor in performing its obligations under this Guarantee.

**1.15 Amendments, Waivers, etc.** No consent or waiver of any term of this Guarantee is binding unless made in writing by CMHC. This Guarantee may only be amended or otherwise modified by written agreement between the Guarantor and CMHC.

**1.16 Conflict.** To the extent of any conflict or inconsistency between the provisions of this Guarantee and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall prevail to the extent of such conflict or inconsistency.

**1.17 Independent Legal Advice.** To the extent the Guarantor is an individual, the Guarantor acknowledges and agrees that (i) the Guarantor has received a complete copy of the Loan Documents and is familiar with the terms thereof, has read and understood the terms and conditions of this Guarantee, and has had the opportunity to seek, and was not prevented or discouraged by any Person from seeking, independent legal advice before signing this Guarantee or any other Loan Document to which it is a party, and (ii) if the Guarantor did not avail itself of the opportunity to seek independent legal advice before signing this Guarantee or any other Loan Document, the Guarantor did so voluntarily without any undue pressure. The failure by the Guarantor to obtain independent legal advice shall not be used by it as a defence to the enforcement by CMHC of its obligations under this Guarantee or any of the other Loan Documents.

**IN WITNESS WHEREOF** the Guarantor has executed and delivered this Guarantee as of the date first written above.

**MUNICIPALITY OF JASPER**

By:

\_\_\_\_\_  
Name:  
Title:

By:

\_\_\_\_\_  
Name:  
Title:

*/We have authority to bind the Guarantor.*

**CERTIFICATE**

*(To be completed only if the Guarantor is an individual)*

I HEREBY CERTIFY THAT:

1. \_\_\_\_\_, the guarantor in the guarantee made between \_\_\_\_\_ and Canada Mortgage and Housing Corporation, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.
  
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by \_\_\_\_\_, Lawyer at \_\_\_\_\_ of \_\_\_\_\_, at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Signature

**Statement of Guarantor**

I am the person named in this certificate.

\_\_\_\_\_

Signature of Guarantor

## MOTION ACTION LIST

SHORT TITLE	REQUESTED (DATE)	RESPONSIBLE (WHO)	COUNCIL MOTION (DESCRIPTION)	TARGET (DATE)	STATUS
Indigenous Relations Framework	July 15, 2025	Director of Community Development	That Committee direct Administration to engage Indigenous Partners and Indigenous residents to develop a strategy based on the framework – and return to a future meeting.	May 2026	
Recovery Advisory Committee Terms of Reference	November 18, 2025	Director of Recovery	That Committee direct Administration to return to a future Committee of the Whole meeting with recommendation regarding potential amendments to the Terms of Reference for the Recovery Advisory Committee.	April 2026	Recommended to be deferred to May 2026
Royal Canadian Legion Branch #31	November 18, 2025	Director of Community Development	That Committee direct Administration to work with the Legion to develop a way forward regarding the Jasper Cenotaph and return to a future Committee of the Whole meeting with recommendations.	May 2026	Recommended to be deferred to June 2026
Jasper Artists Guild	November 18, 2025	Director of Community Development	That Committee direct Administration to enter into discussions with the Jasper Artists Guild regarding potential for a sub-lease renewal and return with recommendations to a future Committee of the Whole meeting in the new year.	April 2026	
Memorandum of Understanding to Redevelop Anglican & United Church Lands	January 13, 2026	Director of Urban Design & Standards	That Committee direct Administration to prepare a Memorandum of Understanding with the Anglican Church and United Church and return to a future meeting.	April 2026	
SKIJORING for MS	January 27, 2026	CAO	That Committee direct Administration to work with other interested local organizations to investigate; with SKIJORING for MS, the feasibility of hosting a skijoring event in Jasper in subsequent years and to return to a future Committee of the Whole meeting with a report and recommendations.	April 2026	

<b>2025 Annual Transit Service Update</b>	<b>January 27, 2026</b>	<b>Director of Operations &amp; Utilities</b>	That Committee direct Administration to return to Committee with the results of the 2027-2031 Transit Business Plan prior to July 2026.	<b>June 2026</b>	
<b>Tax Policy – Principles &amp; Engagement Approach</b>	<b>February 10, 2026</b>	<b>CAO and Director of Finance &amp; Administration</b>	That Committee direct Administration to undertake the engagement process, as discussed, on the proposed areas of focus and guiding principles for a Tax Policy and return to a future meeting.	<b>June 2026</b>	
<b>Lot HG (CH) Development</b>	<b>February 24, 2026</b>	<b>Director of Finance &amp; Administration</b>	That Committee direct Administration to bring forward a borrowing bylaw to cover the remaining costs associated with the servicing of parcels HH and HF; and  That Committee direct Administration to identify approaches to recoup costs; including interest, if possible; associated with the servicing of parcels HH and HF and return to Committee of the Whole at an appropriate time.	<b>June 2026</b>	
<b>Alberta Police Funding Model</b>	<b>February 24, 2026</b>	<b>Director of Protective &amp; Legislative Services</b>	That Committee direct Administration to work with the provincial Police Funding Model team to identify which modifiers and subsidies might apply to Jasper and report back at a future meeting.	<b>June 2026</b>	
<b>2027 Paid Parking Program</b>	<b>March 10, 2026</b>	<b>Director of Protective &amp; Legislative Services and Director of Finance &amp; Administration</b>	That Committee direct Administration to explore the feasibility of a year-round visitor paid parking program; including potential winter operating models, and to engage with the community and report back at a future Committee of the Whole meeting.	<b>September 2026</b>	
<b>Visitor Paid Parking Revenue Policy</b>	<b>March 10, 2026</b>	<b>CAO and Director of Finance &amp; Administration</b>	That Committee direct Administration to return to a future Committee of the Whole meeting with a draft visitor paid parking revenue policy.	<b>June 2026</b>	
<b>Mayor’s Awards</b>	<b>March 10, 2026</b>	<b>Director of Protective &amp; Legislative Services and Director of</b>	That Committee direct Administration to update the criteria for the Mayor’s Awards to include a dedicated Youth category intended to acknowledge outstanding contributions,	<b>June 2026</b>	

Municipality of Jasper

		<b>Community Development</b>	achievements, or leadership demonstrated by youth in the community.		
<b>Dishware at Multi Purpose Hall</b>	<b>March 24, 2026</b>	<b>Director of Community Development</b>	That Committee direct Administration to return to a future Committee of the Whole meeting with a recommendation regarding the dishware in the Multi-purpose Hall at the Jasper Activity Centre.	<b>August 2026</b>	
<b>Unsolicited Donations</b>	<b>March 24, 2026</b>	<b>CAO and Director of Finance &amp; Administration</b>	That Committee refer the issue of the allocation of any future unsolicited donations to a future Committee of the Whole meeting.	<b>June 2026</b>	
<b>Insurance Deadline Advertising</b>	<b>April 7, 2026</b>	<b>Director of Recovery</b>	That Council direct Administration to undertake efforts to increase public awareness about the impending deadline with respect to insurance claims.	<b>April 2026</b>	