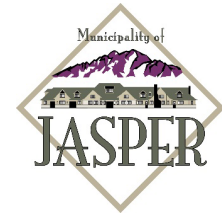


MUNICIPALITY OF JASPER  
**REGULAR COUNCIL MEETING AGENDA**  
April 19, 2022 | 1:30 pm  
Conducted virtually through Zoom



**Notice:** Council members and a limited number of staff are returning to Council chambers in the Quorum Room of the Jasper Library and Cultural Centre for meetings. Presentations will continue to take place online until further notice. 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 1:30 pm, use the following Zoom link:** <https://us02web.zoom.us/j/87657457538>

- 1 CALL TO ORDER**
- 2 APPROVAL OF AGENDA**
  - 2.1 Regular meeting agenda, April 19, 2022 attachment
- 3 APPROVAL OF MINUTES**
  - 3.1 Regular meeting minutes, March 15, 2022 attachment
  - 3.2 Special meeting minutes, March 29, 2022 attachment
- 4 BUSINESS ARISING FROM PREVIOUS MINUTES**
- 5 PRESENTATIONS**
  - 5.1 Accurate Assessment Group Ltd – Troy Birtles AMAA attachment
- 6 BYLAWS**
  - 6.1 Bylaw Summary attachment
  - 6.2 Regional Assessment Review Board Bylaw – 1<sup>st</sup> and 2<sup>nd</sup> reading attachment
- 7 REQUESTS FOR DECISION**
  - 7.1 Municipal Staff Housing Policy attachment
  - 7.2 Rescind Policy B-009: Fiscal and Financial Control attachment
  - 7.3 National Volunteer Week Proclamation attachment
  - 7.4 WYRWMA Governance and Administrative Plan attachment
- 8 CORRESPONDENCE FOR INFORMATION, CONSIDERATION OR ACTION**
- 9 OTHER NEW BUSINESS**
- 10 MOTION ACTION LIST** attachment
- 11 COUNCILLOR REPORTS**
  - [10.1 Council's appointments to boards and committees](#)
- 12 UPCOMING EVENTS**

Jasper Park Chamber of Commerce General Meeting – Wednesday, April 20, Chateau Jasper, 7:30am  
NETMA – Wednesday, April 20, 5-7pm, Papa George's  
Rotary Club Trail Clean-up for Earth Day – April 22, Jasper Municipal Library & Cultural Centre, time TBD

MUNICIPALITY OF JASPER  
**REGULAR COUNCIL MEETING AGENDA**  
April 19, 2022 | 1:30 pm  
Conducted virtually through Zoom



Jasper Canadian Rockies Half Marathon – April 23  
UpLift! Mural Festival – April 23 – May 8  
National Volunteer Week – April 24-30  
Emergency Preparedness Week – May 1-7  
State of the Municipality Address for the Jasper Park Chamber of Commerce – May 11  
Snape’s Hill Reforestation Project Kick-off – May 12  
Intergovernmental Meeting – Tuesday, May 17, 9:30am, Hosted by Parks Canada

**13 ADJOURNMENT**

*Please note: All regular and committee meetings of Council are video recorded and archived on YouTube.*

Municipality of Jasper  
**Regular Council Meeting Minutes**  
 Tuesday, March 15, 2022 | 1:30 pm  
 Jasper Library and Cultural Centre, Quorum Room

|  |  |                          |         |
|--|--|--------------------------|---------|
| Virtual viewing and participation                      | Council attendance is primarily back in Council chambers at the Jasper Library and Cultural Centre. This meeting was also conducted virtually and available for public livestreaming through Zoom. Public viewing and participation during Council meetings is through Zoom livestreaming.                                   |                          |         |
| Present  | Mayor Richard Ireland, Councillors Wendy Hall, Ralph Melnyk, Rico Damota, Kathleen Waxer and Scott Wilson  |                          |         |
| Also present   | Bill Given, Chief Administrative Officer<br>Natasha Malenchak, Director of Finance & Administration<br>Christine Nadon, Director of Protective & Legislative Services<br>Christopher Read, Director of Community Development<br>Emma Acorn, Legislative Services Coordinator<br>Jason Stockfish, The Fitzhugh<br>3 observers |                          |         |
| Absent   | Councillor Helen Kelleher-Empey  |                          |         |
| Call to order  | Mayor Ireland called the meeting to order at 9:30am.   |                          |         |
| Additions to Agenda #116/22                            | MOTION by Councillor Damota – BE IT RESOLVED that Council add the following items to today’s agenda:<br>6.6 Elected Officials Education Program<br>12. In-camera item – Legal Item   |                          |         |
|  | FOR<br>5 Councillors   | AGAINST<br>0 Councillors | CARRIED |
| Approval of agenda #117/22                             | MOTION by Councillor Waxer – BE IT RESOLVED that Council approve the agenda for the March 15, 2022 regular meeting as amended.   |                          |         |
|  | FOR<br>5 Councillors   | AGAINST<br>0 Councillors | CARRIED |
|  | Councillor Wilson joined the meeting at 1:34pm.  |                          |         |
| Approval of regular minutes #118/22                    | MOTION by Councillor Melnyk – BE IT RESOLVED that Council approve the minutes of the February 15, 2022 regular meeting as presented.   |                          |         |
|  | FOR<br>6 Councillors   | AGAINST<br>0 Councillors | CARRIED |
| Business arising from previous minutes                 | None   |                          |         |
| Bylaw Summary  | Council received a summary of bylaws currently in force.   |                          |         |
| Traffic Safety Bylaw – 1 <sup>st</sup> reading #119/22 | MOTION by Councillor Wilson – BE IT RESOLVED that Council read for the first time, Bylaw #244: Traffic Safety Bylaw 2022, being a bylaw of the Specialized Municipality of Jasper in the province of Alberta for the purpose of regulating and controlling traffic in the Town of Jasper.                                    |                          |         |
|  | FOR<br>6 Councillors   | AGAINST<br>0 Councillors | CARRIED |
| Traffic Safety Bylaw – 2 <sup>nd</sup> reading #120/22 | MOTION by Councillor Wilson – BE IT RESOLVED that Council read for the second time, Bylaw #244: Traffic Safety Bylaw 2022, being a bylaw of the Specialized Municipality of Jasper in the province of Alberta for the purpose of regulating and controlling traffic in the Town of Jasper.                                   |                          |         |

|   |   |                          |         |
|---|---|--------------------------|---------|
|   | FOR<br>6 Councillors  | AGAINST<br>0 Councillors | CARRIED |
| Internal Fiscal Controls and Reporting Policy RFD #121/22       | MOTION by Councillor Hall – BE IT RESOLVED that Council approve the Internal Fiscal Controls and Reporting Policy as amended during today’s discussion.   |                          |         |
|   | FOR<br>6 Councillors  | AGAINST<br>0 Councillors | CARRIED |
| Legislative Committee Terms of Reference RFD #122/22            | MOTION by Councillor Waxer - BE IT RESOLVED that Council approve the Legislative Committee Terms of Reference as amended during today’s discussion.   |                          |         |
|   | FOR<br>6 Councillors  | AGAINST<br>0 Councillors | CARRIED |
| 2021 Transfer from Operating to Restricted Reserves RFD #123/22 | MOTION by Councillor Melnyk – BE IT RESOLVED that Council approve a year end transfer to and from the reserves in the amount of \$128,851.62.   |                          |         |
|   | FOR<br>6 Councillors  | AGAINST<br>0 Councillors | CARRIED |
| S-Block Delayed Invoice RFD #124/22                             | MOTION by Councillor Damota – BE IT RESOLVED that Council approve the additional payment of invoice 3010817 in the amount of \$58,748.84 (before tax) to S-Block capital project; and, fund project with remaining MSIC funds available.  |                          |         |
|   | FOR<br>6 Councillors  | AGAINST<br>0 Councillors | CARRIED |
| Property Tax Receivable / Write-off Request #125/22             | MOTION by Councillor Hall – BE IT RESOLVED that Council direct Administration to write off Property Tax receivable for Roll 500000 (Provincial Building) for half of the amount levied in the amount of \$25,745.25; and;   |                          |         |
|   | That Council direct the Mayor to write a letter to the Minister of Municipal Affairs about our discontent with this practice and for them to reconsider in future years.  |                          |         |
|   | FOR<br>6 Councillors  | AGAINST<br>0 Councillors | CARRIED |
| Elected Officials Education Program #126/22                     | MOTION by Councillor Damota – BE IT RESOLVED that Council approve the attendance of any Councillor at the “Municipal Corporate Planning and Finance” Elected Officials Education Program Zoom course beginning on March 23, 2022.   |                          |         |
|   | FOR<br>6 Councillors  | AGAINST<br>0 Councillors | CARRIED |
| Correspondence  | none  |                          |         |
| Other new business  | none  |                          |         |
| Council reports   | Councillor Hall attended the “Council’s Role in Strategic Planning” Elected Officials Education Program course in Edmonton this past weekend.   |                          |         |
|   | Councillor Waxer will be attending the RCMP Community Conversation this evening in the Quorum Room.   |                          |         |
|   | Mayor Ireland attended the joint exercise between Parks Canada and the Municipality on March 9 & 10. The table top evacuation scenario involved over 65 employees from both organizations. The Mayor offered thanks to the Director of Protective & Legislative Services, Christine Nadon, for her work on this file. |                          |         |
| Upcoming events   | Council received a list of upcoming events for information.   |                          |         |



In Camera  
#127/22

MOTION by Councillor Damota to move in camera at 3pm to discuss agenda items:

- Legal matter FOIP, S. 17

FOR  
6 Councillors

AGAINST  
0 Councillors

CARRIED

Mr. Given also attended the in camera session.

Revert to open  
meeting  
#128/22

MOTION by Councillor Waxer that Committee of the Whole revert to open meeting at 3:46pm.

FOR  
6 Councillors

AGAINST  
0 Councillors

CARRIED

Adjournment  
#129/22

MOTION by Councillor Damota– BE IT RESOLVED that, there being no further business, the regular meeting of March 15, 2022 be adjourned at 3:47pm

FOR  
6 Councillors

AGAINST  
0 Councillors

CARRIED

---

Mayor

---

Chief Administrative Officer

Municipality of Jasper  
**Special Council Meeting Minutes**  
Tuesday, March 29, 2022 | 1:30 pm  
Jasper Library and Cultural Centre, Quorum Room

Virtual viewing and participation Council attendance is primarily back in Council chambers at the Jasper Library and Cultural Centre. This meeting was also conducted virtually and available for public livestreaming through Zoom. Public viewing and participation during Council meetings is through both Zoom livestreaming and in-person attendance.

Present Mayor Richard Ireland, Councillors Helen Kelleher-Empey, Wendy Hall, Ralph Melnyk, Rico Damota, Kathleen Waxer and Scott Wilson

Also present Bill Given, Chief Administrative Officer  
Natasha Malenchak, Director of Finance & Administration  
Christine Nadon, Director of Protective & Legislative Services  
Christopher Read, Director of Community Development  
Amanda Stevens, Communications Officer  
Emma Acorn, Legislative Services Coordinator  
Jason Stockfish, The Fitzhugh  
Bob Covey, The Local  
Presenters – Stavros Korogonas – Jasper Pizza Place  
Mike Cassio – Cassio’s Italian Restaurant  
Brett Ireland – Jasper Brewing Company  
Soto Korogonas – Downstream Restaurant  
Candace Broughton – Jasper Motorcycle Tours  
Pattie Pavlov – Jasper Park Chamber of Commerce  
Glen Leitch – Patricia Street Deli  
34 observers

Call to order Mayor Ireland called the meeting to order at 1:30pm.

Additions to Agenda #142/22 MOTION by Councillor Damota – BE IT RESOLVED that Council amend the following item on today’s agenda:  
- Change the title of item 3.1 to read ‘Commercial Use of Public Space’

|               |               |         |
|---------------|---------------|---------|
| FOR           | AGAINST       |         |
| 7 Councillors | 0 Councillors | CARRIED |

Approval of agenda #143/22 MOTION by Councillor Kelleher-Empey – BE IT RESOLVED that Council approve the agenda for the March 29, 2022 special meeting as amended.

|               |               |         |
|---------------|---------------|---------|
| FOR           | AGAINST       |         |
| 7 Councillors | 0 Councillors | CARRIED |

Commercial Use of Public Space Council acknowledged written submissions were received from the following individuals and organizations, which will form a part of the public record as an attachment to the meeting minutes:

Harvest Food & Drink – Sean Walker  
Mountain Air – Karen Jacobs  
Jasper Rock & Jade – Anna Murray  
Haldi Indian Restaurant  
The Raven Bistro – Mike & Ashley Kliewer  
Parks Canada  
Jasper Wafflato – Suhas Sawant  
Cassio’s Italian Restaurant – Mike Cassio  
Jasper Park Chamber of Commerce – Pattie Pavlov  
Downstream Restaurant – Soto Korogonas

Administration presented recommendations on the parameters to include in the application to Parks Canada for a discretionary use permit for sidewalk seating. Council asked questions to clarify conditions, legislation, roles, definitions, future goals and strategies.

Council heard presentations from local business owners in person and on Zoom from Stavros Korogonas (Jasper Pizza Place); Mike Cassio (Cassio’s Italian

Restaurant); Brett Ireland (Jasper Brewing Company); Soto Korogonas (Downstream Restaurant); Candace Broughton (Jasper Motorcycle Tours); Pattie Pavlov (Jasper Park Chamber of Commerce); and Glen Leitch (Patricia Street Deli).

Areas of concern highlighted by presenters included timelines; the use of jersey barriers; colors; logos; definition of tents; preparations for inclement weather; past investments; and more.

The public hearing portion of the meeting ended at 3:08 p.m., and Mayor Ireland called for a recess until 3:15 p.m.

Council returned to discuss options and ask Administration some questions.

Mayor Ireland called a recess from 4:14 to 4:19 p.m.

#144/22

MOTION by Councillor Damota – BE IT RESOLVED that Council direct Administration to apply for a discretionary use permit for commercial use of public space, including the prescribed conditions:

- 1) that installations be permitted May 1 - Oct 24, 2022
- 2) installations may be located on the sidewalk with the pedestrian extensions in the parking lane
- 3) installations may be located in the parking lane with safety measures in place, including the possibility of jersey barriers
- 4) for the 2022 season installations which had been previously used in 2021 be accepted
- 5) Council work with other interested parties to establish a working group to consider further conditions which might apply to commercial use of public space in future years

|               |               |         |
|---------------|---------------|---------|
| FOR           | AGAINST       |         |
| 7 Councillors | 0 Councillors | CARRIED |

Ice Plant Tender Award  
#145/22

MOTION by Councillor Wilson – BE IT RESOLVED that Council award the Jasper Arena Ice Plant Replacement Contract to ICOM Refrigeration in the amount of \$2,484,353.93.

|               |               |         |
|---------------|---------------|---------|
| FOR           | AGAINST       |         |
| 7 Councillors | 0 Councillors | CARRIED |

Paid Parking Tender Award  
#146/22

MOTION by Councillor Waxer – BE IT RESOLVED that Council award the RFP for Mobile Parking Payment Technology Services to HotSpot Parking Inc. for a five year term to April 30, 2027.

|               |               |         |
|---------------|---------------|---------|
| FOR           | AGAINST       |         |
| 7 Councillors | 0 Councillors | CARRIED |

Adjournment  
#147/22

MOTION by Councillor Hall – BE IT RESOLVED that, there being no further business, the special meeting of March 29, 2022 be adjourned at 4:49 p.m.

|               |               |         |
|---------------|---------------|---------|
| FOR           | AGAINST       |         |
| 7 Councillors | 0 Councillors | CARRIED |

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

Expanding businesses off-lease and onto Municipality of Jasper lands designated for Streets and Sidewalks is not a typical use for these lands and therefore the use of Patio Seating and retail expansion is deemed to be a discretionary use.

Initially the use of patio seating was approved as part of a temporary and rapid response to Covid measures that restricted indoor seating capacity in order to assist the business community for the summer of 2020. In 2021, looking for a longer term solution the Chamber of Commerce, on behalf of the Municipality of Jasper, brought the discretionary use application to the Planning and Development Advisory Committee for public consultation. At the conclusion of the 2021 season the Chamber gathered information and brought forward further community input to help shape a long term solution.

In the winter of 2021 Parks Canada enlisted the expertise of its architects to study the long term use of Patio seating and provide recommendations to both Parks Canada and the Municipality of Jasper administration. From the development authority perspective, a change of use, change of intensity of use, and the erecting of structures (fences and boardwalks) are all considered a “development” as defined in the [Town of Jasper Land Use Policy](#), which includes as a requirement adherence to the Architectural Motif Guidelines for the Town of Jasper (“Motif Guidelines”). The guidelines give some historical perspective of the townscape which leads to the defining a Mountain Architecture for Jasper which gives our unique town its architectural design characteristics. The guidelines give direct reference to pedestrian movement, parking, public outdoor spaces, and the colour and materials to be used in developments. As can be noted from the past two summers, the town’s character, in our most visible areas, are greatly affected by the use of patio seating on public thoroughfares and careful consideration is warranted.

The [National Parks Signs Regulations \(C.R.C., c. 1130\)](#) (“Sign Regulations”) and the Motif Guidelines include signage requirements. A sign is defined as a publicly displayed notice and includes logos. A patio umbrella with a business name, or logo, would be considered a sign and not permitted as such. A patio umbrella without signage would just be considered furniture, but with its visual impact would be limited to the Jasper Motif colour palate. The palate can generally be broken down to be browns, greens, greys, and subdued colours.

A draft Parks Canada Discretionary Use Permit, a type of development permit, for the Municipality of Jasper includes conditions directly from the motif guidelines and from the [National Parks Signs Regulations \(C.R.C., c. 1130\)](#). This was provided to the Municipality to show what a permit would look like to ensure the use of land and the structures erected are within these guidelines and regulations and currently includes:

- the seasonal extension of retail and eating establishment spaces onto the Sidewalks and portion of the Streets (parking lane) (“Discretionary Use”)
- states the structures to be erected including fences (to separate diners from sidewalks or traffic) and boardwalks are to be made of wood, natural or stained with natural wood colours. Fences may also black metal with black rails.
- Tents are not permitted. Tents are not conducive to the Jasper Mountain Architecture and should only be used for short term special events (a few days at most).
- Patio umbrellas are permitted, without advertising including logos, but must be neutral in colour with the examples of Black, Grey, White or Green (adhere to the Jasper Motif Colour Palate).
- Jersey Barriers are also not permitted as they appear industrial in nature and indications are that they are not required.
- Includes a grandfathering of installations that were permitted in the 2021 season will be allowed in the 2022 season with the exclusion of tents.
- Any installations on the Site that involve building code are not authorized under this permit.

What is not included in the Draft Discretionary Use Permit:

- Where the patio seating or retail areas are to be located. The recommendation is that they be either in the parking lane or the sidewalk, but it is not a condition / requirement of the permit.
- If applications to the Municipality meet the criteria outlined in the permit, there are no other Parks Canada Permits required other than the single Discretionary Use Permit issued to the Municipality of Jasper.

Parks Canada can offer assistance to determine if a colour is subdued. The following is borrowed from the OCA Guidelines stucco and roof colour palate which demonstrate examples of what would be acceptable subdued colours for an umbrella:

stucco colour palette



roof colour palette



**From:** [Harvest Food & Drink](#)  
**To:** [Municipality of Jasper](#)  
**Subject:** Mayor and Council re sidewalk seating  
**Date:** Thursday, March 24, 2022 11:45:18 PM

Submission #2  
March 29, 2022  
Special Meeting Minutes

Dear Mayor and fellow council members,

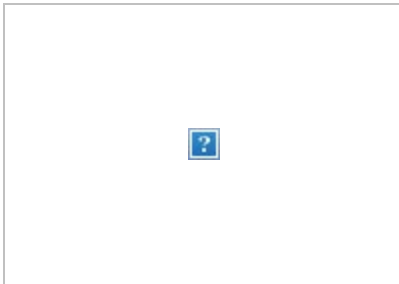
As a fellow resident and business member of Jasper I have a few concerns with regards to Parks Canada's guidelines for sidewalk seating in the next few years. Our business Harvest Food & Drink was allowed to have sidewalk seating in front of our building last year with the help of bylaw and the CAO. I am in favor in principle with the changes that Park's Canada would like to have happen. The reality for the businesses on Patricia street is to be excluded from having patio seating as to the unique design and location of pedestrian crosswalks. I would like to see the MOJ look at the businesses on Patricia street on an individual basis and work with them so we all have an equal opportunity to be successful and contribute to both the community and to the National Park. I would also like to see council discuss the reduction of vehicle traffic on Patricia street to one lane of traffic or to close to all traffic for the summer months just as the town of Banff did last summer.

I would also be willing to attend any meetings to provide input in regards to these issues

Thank you for you time

Regards,

Sean Walker





MOUNTAIN AIR

Submission #3

622 Connaught Drive,  
P.O. Box 1569,  
Jasper, Alberta  
Canada T0E 1E0

T. 780-852-3760,  
E. mountainair.jasper@gmail.com

March 29, 2022  
Special Meeting Minutes

March 24, 2022

Mr. Mayor and Council Members

The past two summers were full of challenges for our business community, especially those in the restaurant businesses who continually had to manage their business plans on a dime to adhere to the ever-changing directions from our government. The one thing I feel we got right on the 600 block of Connaught was the patio seating. Soto Korogonas did an excellent job at making the patio pleasing to look at as well as comfortable for public social distancing rules. At Mountain Air we didn't miss those two parking spaces that were taken over by patio seating, in fact we reaped the benefits of having people outside our business. People had time to peek in our windows, adhere to social distancing and shop at their leisure. It created a hub of excitement in our area and it helped that the patio was used morning and night by two different businesses. I sincerely hope that this summer experiment will continue for 2022 and beyond. As for the new paid parking, I don't think that the restaurants with patios should be paying any compensation to the town right now. They have jumped through hoops to keep their businesses open and now is the time that we as a community should support them and do everything we can to keep our amazing town open for business.

Thanks

Karen Jacobs  
Owner of Mountain Air Clothing

On Mar 24, 2022, at 2:26 PM, Haldi Indian Restaurant <[haldijasper@gmail.com](mailto:haldijasper@gmail.com)> wrote:

Hello,

I am business owner in Jasper. I own 2 restaurant in the town. Been paying tax for what business I do. New policy on Patio will definitely ruin my business. Not only that, it's not fair for us because our competitor may do good business then us just because they don't have to follow the same policy. It's totally risk for big time to my business since all of the sudden we hear this. I will really appreciate if our thoughts are taken into consideration.

Thank you!!

27 March 2022

Re: Sidewalk Seating

March 29, 2022  
Special Meeting Minutes

Dear Counsellors,

Firstly, thank you for all your time and effort in working towards getting the sidewalk seating program to move ahead, both for this summer and in the years moving forward.

Parks Canada proposed patio template is simply not viable for many businesses in town based on individual locations and sidewalk obstacles. Pedestrian sidewalk extensions located in the parking lane create the least flexible option, and the most amount of street and sidewalk wasted space.

The width of our street front space for The Raven Bistro, located at 504 Patricia St is only 6m. When we built our patio for the 2021 season in the parking lane it allowed us to use this full width of our commercial space which equaled 8 tables. When analyzing the option of what this new template would allow us to build, we would lose 2m of space on either side of our patio as the walkway space needed to access the sidewalk extension walkaround. The end result would leave us with just three tables. These three tables would be a sad look for our frontage and likely not something we would move forward with. For our business and many others, Parks Canada's proposed walkaround design is essentially the same as no longer allowing sidewalk seating. Our patio would cease to exist under the proposed guidelines. If we did try to move forward with it, the walkaround design would also create massive congestion at the door to our restaurant and our neighboring business as there would no longer be appropriate space by these entrances to safely allow pedestrian traffic.

The option to build patios in the parking lane allowed businesses to collaborate, which created an energy in the area, thus attracting people to the area and benefiting all surrounding businesses. By building sidewalk extension walkarounds, this will no longer be possible as these patios will be blocking entrances to neighboring businesses. Businesses that are located in second story spaces or basements will not be able to have any patio space as building on the sidewalk adjacent to the building would be blocking the entrances of main floor businesses.

The reason that almost all businesses in the last two summers built their patios in the parking lane is not because it was a better option than building adjacent to their business, but rather because it was the only possible option.

Please accept this letter as our support in doing whatever is possible to ensure that businesses have the flexibility to create what works best for their space as the current Parks Canada proposed guidelines are simply not feasible for most businesses to work with. Please let us know if there is anything else we can do to help in this matter.

Best Regards,

Mike & Ashley Kliewer

Owners, The Raven Bistro





Submission #6

March 29, 2022  
Special Meeting Minutes

March 27, 2022

To Whom It May Concern,

I am writing this letter in response to Parks Canada's proposed parameters for the sidewalk seating in the town site of Jasper.

To begin, I would like to comment on my observations of the success of the patio seating in general. My business has been operating in Jasper National Park since 1979. In the 16 years that I personally have been part of the shop, one of the most consistent comments I would hear from our visitors is how much they wished Jasper would have more options for outdoor dining in the downtown core. Fast forward and here we are, patios galore! From my observations, the patios have been a huge success. And, due to the nature of the current pandemic, they have also been crucial. Both to the enjoyment of our visitors and to the survival of many of our local restaurants.

This brings me to my first concern with Parks Canada's proposed parameters. To limit the patios to sidewalks only will discriminate against many of our local restaurants whose businesses are not at street level and who are unable to utilize the sidewalk for a multitude of reasons. The need and desire for patio dining is clear and all local restaurants deserve – and should have - equal opportunity to capitalize on offering outdoor dining. To not give all restaurants equal opportunity would not only be discriminatory, it would also create a biased and two-tiered dining system clearly putting some businesses at a strong advantage and others at a great disadvantage. Local businesses all are equal tax payers and deserve the same rights and opportunities as one another.

The past couple of years brought many, many challenges to all business. The hospitality industry being one of the hardest hit. These business owners showed incredible resiliency in order to survive these extreme times. When patios were initially approved to be piloted, many businesses had to get creative due to the location of their business. One example of this would

be the Downstream Lounge, located in the basement directly below my business on the 600 block of Connaught. A patio directly on the sidewalk would place them exactly in front of my store windows, blocking both the view of my shop and also access to my business which would certainly have a drastic impact on my revenue. However, not having a patio and the ability to compete with other restaurants during our busy tourist summer season, would certainly have a catastrophic effect on their business. So, they got creative and came up with a solution. After two summers with this arrangement, I observed it being a great success and it worked very well for both of our businesses.

They made extreme effort to keep their patio clean, presentable and they served many, many visitors and locals all season long. Their patio breathed life and energy onto our sidewalks and into our town. They sent business my way, I sent business their way. It was an arrangement we were both happy with.

We get hundreds of people in the shop on a daily basis in the summer months. The feedback on the patios from our customers was extremely positive. I did not hear of even one negative comment on the actual placement of the patios. Not one. Overall, people were absolutely thrilled to be able to enjoy their favourite restaurants in the fresh air, not one person seemed to care if the patio was placed here or there.

I strongly support the position that these businesses be allowed to maintain the placement of their patios and that Parks Canada not discriminate against them.

The second matter I take issue with is Parks Canada's decision to not allow tent style coverage or signage on the patios.

With our constantly changing weather, proper coverage over the patios is absolutely essential. The tent style shelters offer the best coverage possible. The coverage from the table top umbrellas is simply not adequate when inclement weather rolls in. Where are the diners supposed to go if they get chased off by bad weather on the patio mid-meal?? Visitor experience is of paramount importance and keeping them dry or to provide shade in extreme heat while they enjoy a nice meal on a patio is important. Not to mention that proper coverage during inclement weather also allows many of the restaurants to remain serving these customers, thereby maintaining a good revenue during these difficult times.

In regards to the signage, I feel as though having some signage is critical in identifying which patio belongs to which business. Particularly if Parks Canada is insisting on a more uniform approach visually. Without signage and some sort of personality, it's possible our town would start to look like some sort of cookie cutter outdoor row housing. Whilst some uniformity visually is a positive thing, we certainly don't want to be drowning in a sea of brown, cookie cutter patios. Also, the lack of signage would most definitely cause some confusion for our visitors and that is certainly not the type of experience anyone wishes them to have when heading out to enjoy a nice meal in our town.

I would like to encourage Parks Canada to consider allowing all local business equal opportunity on this matter and would hope that they would take into consideration all factors when making any decision moving forward.

Thank you,

Anna Murray

Owner Operator  
Jasper Rock & Jade  
PO Box 728  
620 A Connaught Dr  
(780) 852-3631  
(780) 920-6895

Begin forwarded message:

Submission #7

**From:** Suhas Sawant <[suhas231019@gmail.com](mailto:suhas231019@gmail.com)>

March 29, 2022

**Date:** March 29, 2022 at 10:24:05 AM MDT

Special Meeting Minutes

**To:** Richard Ireland <[RIreland@town.jasper.ab.ca](mailto:RIreland@town.jasper.ab.ca)>, Rico Damota <[RDamota@town.jasper.ab.ca](mailto:RDamota@town.jasper.ab.ca)>, [ppavlov@jpcc.ca](mailto:ppavlov@jpcc.ca)

**Subject: Sidewalk Seating Recommendation -Jasper Wafflato**

Good Morning Team,

This email is in support to the sidewalk seating in the town of Jasper which was possible due to a great teamwork between Jasper Municipality & Parks Canada for last 2 years.

As a new & a small business owner this was like a lifelong for our survival during the pandemic.

Sidewalk seating on the parking lane helped the entire process to run smoothly and was able to achieve its goal to its full potential.

It also helped us to create more job opportunities and a great way of income for many of our team members who are locals students/ residents.

We did receive great feedback from all our guests who were tourists and visited magical Jasper.

With the new proposal of seating on sidewalk means will create lots of other challenges and won't be able to use as before.

Specifically for our business we have 5 business who have their entrances within 10 ft which first leave us with any table space for sidewalk seating

Business like rafting, north face pizza Jasper Wafflato fleur cannabis and downstream

We will really request you to consider this options before reaching any decision

This results could decide if we can sustain for a long term or be out of market as with the amount of changes & inflation due to pandemic and war it's lot more challenging than before.

Thank you,  
Kind Regards  
Suhas  
Team Wafflato  
587-577-1908

This submission received prior to 1:30. Although Mr. Korogonas presented in person, for completeness, perhaps the written submission should be recorded with others in the minutes.

Richard Ireland

Mayor

Municipality of Jasper

Begin forwarded message:

**From:** SOTIRIOS KOROGONAS <[soto7k@gmail.com](mailto:soto7k@gmail.com)>

**Date:** March 29, 2022 at 1:14:42 PM MDT

**To:** Richard Ireland <[Rireland@town.jasper.ab.ca](mailto:Rireland@town.jasper.ab.ca)>, Wendy Hall <[WHall@town.jasper.ab.ca](mailto:WHall@town.jasper.ab.ca)>, "Rico Damota (External)" <[rdamota@me.com](mailto:rdamota@me.com)>, Scott Wilson <[SWilson@town.jasper.ab.ca](mailto:SWilson@town.jasper.ab.ca)>, Ralph Melnyk <[rmelnyk@town.jasper.ab.ca](mailto:rmelnyk@town.jasper.ab.ca)>

**Subject:** Council special meeting March 29th 2022 - Re: Commercial Patios

Members of Council,

It is unfortunate but not surprising that we are convening once again on short notice and under duress to debate critical community matters held hostage by authorities in the Parks Canada. A situation that continues to be unique to our community without good cause or justification. Here are a few thoughts on the matters at hand today.

- Over the last two years, our patio has been a model of what could be possible with a fair and open regulatory process.
- We fought for rule changes that were indiscriminate and gave more businesses options to participate.
- The rules going forward need to be even more flexible to enable more ingenuity, innovation that allows for broad participation.
- We built a patio to fit our space that accommodated everyone around us and infringed on no one.
- The street seating has proven to be very popular with both residents and visitors alike.
- The current designs were borne out of necessity, available materials and with safety as a priority. There is no functional reason they have to be changed at this moment.
- Any changes deserve a thoughtful and complete design process with the aim of creating the best possible outcome for all parties.
- This will require time, patience, lots of input and thoughtful consideration. A process that should be thorough.
- A reasonable time frame and process is absolutely necessary for a successful long term outcome.

- Economically, There is no justification to mandate change at this time, no one is financially stable enough to make further investments.
- Any current and future design must make weather protection a critical priority! Without coverage, these spaces cannot and will not be functional.
- The investment in infrastructure, manpower, time and money cannot be justified without some minimum guarantee of usability and function.
- Aesthetics aside, our tents have proven to be the most critical element in the function of a patio. They have been assessed and deemed safe by a qualified engineer, we have had no issues or incidents during these two years. We have done our due diligence to ensure a safe and professional solution that enables functionality.
- Parks Canada's mandate here is obviously driven by aesthetics and image, without any consideration for the functionality or even the need of these spaces.
- Their priorities are arbitrarily subjective and without merit or good sense.
- Please give our businesses the reasonable time they need to overcome the fiscal and logistical challenges that are still bearing on them.
- Then help them create a responsible and calculated program for any long term changes.

Do what's right and stand up for the rational and sensible priorities that will help our businesses and our community continue our recovery. Do not let Parks Canada's arbitrary priorities further undermine this patio initiative or any other municipal land use decision. Do not let their dysfunction further derail the process of our self governance and handicap our ability to make good decisions for our community.

Please read the Jasper Park Chambers of Commerce's stance on this subject below. It will be presented to council at the special meeting at 1:30 PM tomorrow.

Good afternoon, Mayor Ireland, and Council. I would like to begin by saying on behalf of the Jasper Park Chamber of Commerce, thank you! Thank you for scheduling this special meeting to speak and collaborate on commercial use of public space.

For many businesses in Jasper, Covid is not over. Most if not all businesses have not had a 'normal' business year in almost 3 years. The hardships are very real and impact every sector of our economy. While business was affording the opportunity to provide a safe outdoor dining environment in the wake of Covid, we believe this also offered an opportunity to broaden the conversation to include the added outdoor dining use of commercial space enhanced the esthetics of Jasper as a community and destination. To support this comment and all others to follow, the report (attached for reference) submitted to Council with the most recent statistics clearly defines the positivity rate AND also invites further discussion regarding the fee structure and other proposed enhancements.

The chamber, on three separate occasions undertook extensive data collection involving over 130 businesses in the downtown core directly involved or located in the areas that could be apportioned to patio seating. The upshot? There has been overwhelming support from the business community, visitors, and residents with a desire to see the program continue. There are only a few short months that outdoor dining is possible in the Canadian Rockies and people come from all over the world to enjoy this unique opportunity to enjoy the view while taking in Jasper's welcoming 'vibe' and incredible eateries. Recent changes to the discretionary use of commercial space going into the 2022 season state that architectural motif must use the 'walk around board walk' method. Parks Canada undertook a third-party consultation on this issue and the third party deemed the 'walkthrough' method as preferred. Each business that wants to participate in the program should be able to utilize their unique space to do so; patios should not be put into a one size fits all model. Patios should be examined on an individual basis with a goal of mutual collaboration toward success. Ultimately the walk around method would eliminate the ability for some operators to participate in the program.

This leads the Chamber to question why two different jurisdictions are overseeing one project adding to the confusion for operators: for example

- Taxes and permitting fees are remitted to the Municipality, the set up is enforced by Jasper's Bylaw department, yet Parks Canada determines the aesthetics of the patios on municipal land?
- Neither a building permit nor development permit are required, and no architect was needed to sign off on patio set up.
- Why then is the architectural motif being prescribed by Parks Canada in this case?

Businesses took immense pride in the setup of their patios and it was a wonderful way for an extension of their brand. Limiting the colors is hindering the operator to market their business and product, this in turn could cause confusion for customers looking for a specific patio. The desire to have muted colors can lead to a dull and boring façade. The bright, multiple colours bring excitement and energy to the downtown core. For example, the Pride flags all along downtown are bright and vibrant celebrating an inclusive community, the patios do the same. Minister Randy Boissenault was recently in Jasper and mentioned how great they looked, enhancing the community's welcoming nature. The Minister also told a fantastic story at an industry lunch that many in attendance at this meeting and watching online were

at; simply put the flags mean all the people. The same could be said for all the assorted colors of patios being inclusive of all the businesses and their own unique brands.

In closing I will ask that, on behalf of the many members of the Chamber, that patios as approved to proceed at a council meeting in February 2022, with the consideration of 2023 season addressing the possibility of motif considerations and resulting expenditures on behalf of businesses be resolved over the coming months.

Again, Covid does continue to influence the economy of Jasper in all respects and understanding the impact of that is paramount to collaboration in recovery.

As always, the Chamber welcomes the opportunity to continue this dialogue with suggestions and strategies to see the business community through all challenges as they arise.

Thank you.





March 29, 2022

Municipality of Jasper

Council Meeting

Re: Sidewalk Seating

' Presented without Prejudice'

My presentation states our concerns regarding the proposed changes to Sidewalk Seating suggested by Parks Canada for the Municipality of Jasper.

My comments are meant to be constructive keeping in mind what, we as a business in Jasper, have gone through for the past two (very costly) years.

**1 – Instillations ONLY permitted May 15 to October 20**

My only comment on this is weather permitting, it may be feasible for operators to install their patios earlier in the season and remove them later.

**2 – Instillations shall only be located on the sidewalk, with pedestrian sidewalk extensions located in the parking lane.**

Food and Beverage Staff should NOT be serving amongst pedestrians. It is not safe or sanitary. To date there are only 3 establishments that have their boardwalks in the parking lanes as originally mandated by the Municipality.

**3 – Rails & Railings and Planter Boxes**

Construction of railings and planter boxes ONLY using wood is NOT acceptable.

The railings we have are made of welded painted steel and additional instillations will also be of steel to match what we have.

I would like to add that the planter boxes used by the Municipality are made of stone and should be made available to any operator that can use them without charge since they are helping beautify the community.

A side note;

Parks Canada is using metal railings on the new houses they have built on Patricia Street. If it's good enough for Parks Canada, it should be good enough for the businesses or are they (Parks Canada) exempt from their own guide lines

**4 – Tents & Signage (including logos) will not be permitted.**

The use of tents may or not be a good thing. We prefer not to use them, but rather the instillation of a Gazebo type structure with a retractable roof for inclement weather may be a good thing for our customers. Constructed of wood within the framework in

an existing patio with a retractable roof would give a more protected eating area than one gets from tents or umbrellas. It's something to consider rather than saying NO up front.

Signage on the Tents and umbrellas only differentiates one establishment from the other. A question, are operators not allowed to advertise who and what they are!!!

We would however, prefer to see each establishment have their OWN patio rather than sharing patios during the day when not being used.

**5 – Jersey Barriers NOT permitted.**

We agree they should not be used.

I would like to note that we asked last season to install railings and we told NO that we had to use Jersey Barriers, so we went and purchased them at a cost of \$3470.00.

Low and behold two weeks after we installed our barriers, The Whistler's Inn, installed their boardwalk in front of the Whistle Stop Pub, with railings rather than Jersey barriers and used Town Planter Boxes for closing off each end of their walkway for vehicle safety.

To replace the Jersey Barriers with a railing would now cost us an additional \$3800.00. MONEY DOES NOT GROW ON TREES and for The Municipality to make decisions without reasonable discussion is not acceptable.

**6 – Patio Umbrellas without Logos are permitted and must be Neutral Colors.**

When does stupidity stop? Who is making these decisions and Why?? I think we deserve answers!!!

We sell food, beer, liquor and wine; are we not allowed to advertise on our own premises!!

**7 – Year 2022 Exclusions**

I have covered these items in my previous comments.

**8 – Paid Parking May Force Patio Closures.**

I would like to add the following regarding increased fees.

**NOW IS NOT THE TIME TO INCREASE FEES!!**

We have businesses in town that can't pay their taxes and rents.

This up-coming summer looks like it's going to be a busy one and we need all the revenue we can get without paying ANY INCREASED FEES and /or PARKING SPACE COSTS. It's bad enough that our food costs have already gone up over 12½ %.

The proposed \$1650.00 per stall is out of line, in fact the reduced amount of \$825.00 is still out of line. Payment of these fees would be the determining factor as whether one opens or closes their patio. Not all operators can afford the increases.

It's not the Municipality's job to curtail business.

There are 5 types of operators with patios.

- 1 - operators whose prime source of revenue is alcohol (ie; Breweries, Pubs and or Bars)
- 2 - restaurants whose prime source is food; (ie Cassios) ;
- 3 - pizza parlors;
- 4 - Cafes and Sandwich Shops (ie. Waffle House Cocos)
- 5 - Legions – who are in a class by themselves but compete head to head with the pubs.

Why is this important, because profit margins differ so much! I'll leave it to the two Council members, Mr. Damota and Mr. Melnyk to explain the differences.

Payment of these fees would almost force Cassios to go back to our old patio with half the seats we have with the extended patio. We would lose 25 seats and as others we can't afford to lose any more at this time. Millions has been lost!!!

**NOW IS NOT THE TIME TO INCREASE FEES!!!!!!!!!!**


There may be a way for the Municipality to get more parking revenue and by changing Connaught Drive into two lane traffic, using the lanes closest to the medium and utilizing all the turning lanes that are already in place.

The Municipality would then have the entire closed lanes for parking. I'm not sure what the increased number of parking stalls would be, but I'm sure it's not hard to determine, but more than enough to compensate for no fees for the operators with boardwalks and it will sure keep BYLAW busy. Since the Council is going to approve the speed limit of 30 km in the community rather than 40 km, there should be no problems with traffic, just keep, the motorhomes and trailers out of town. **IT IS SOMETHING TO CONSIDER!**

Last but not least, I want to thank Mayor Ireland and Council for calling this meeting. These presentations should have been heard before decisions were made and please keep in mind that not all businesses belong to Tourism Jasper and/or Jasper Chamber of Commerce. Some operators have been around for a long time and are more than willing to contribute.

Thank you for your time and I would be happy to answer any questions.

Michael Cassio, CHA

  
1853456 Alberta Ltd.  
Cassios Italian Restaurant  
780.852.1349

602 Connaught Drive, Box 2154, Jasper, Alberta, T0E1E0  
Phone; 780.852.4070 Email: [mcassio1@telus.net](mailto:mcassio1@telus.net) Website: [www.cassios.ca](http://www.cassios.ca)

Municipality of



JASPER



# Agenda



Introduction to Accurate Assessment Group



Municipality's assessment summary for this past year



Assessment Shifting



Assessment Complaints



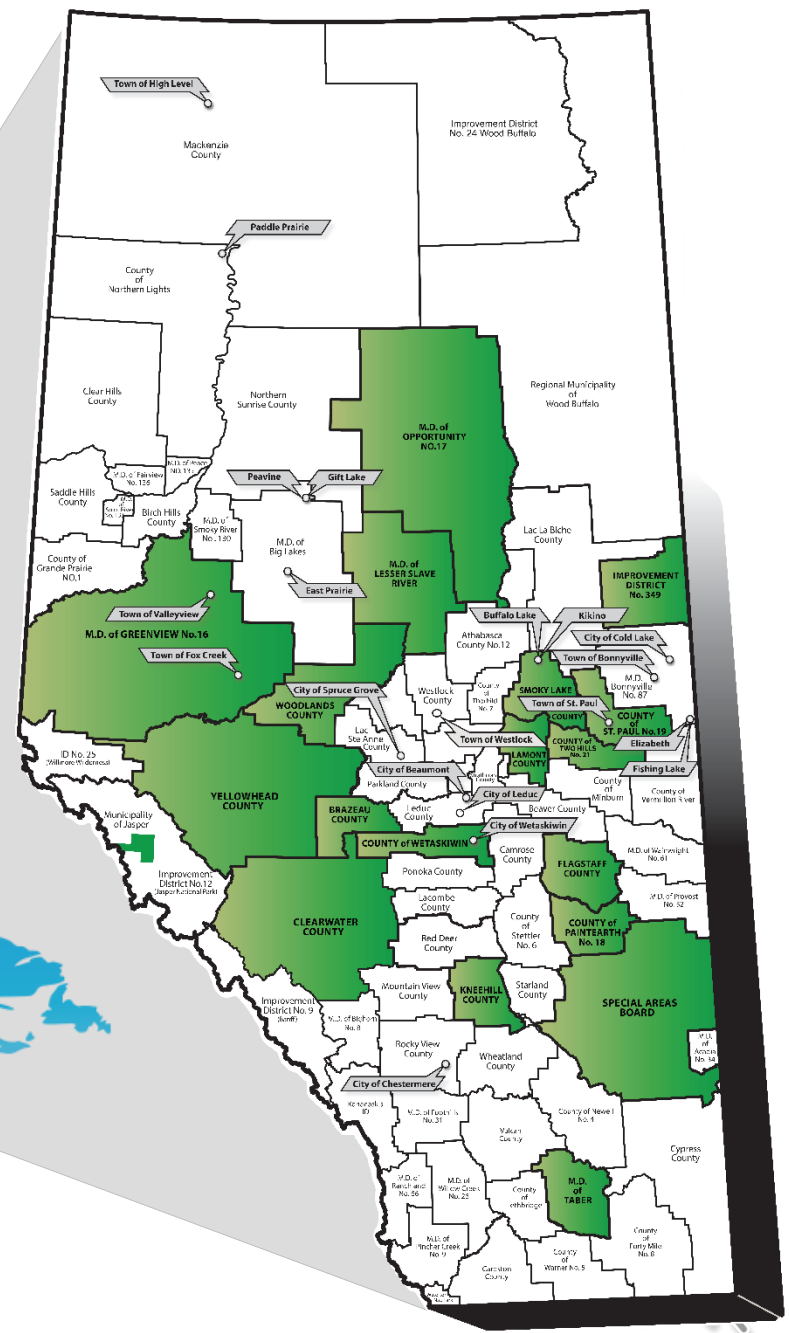
What's Next



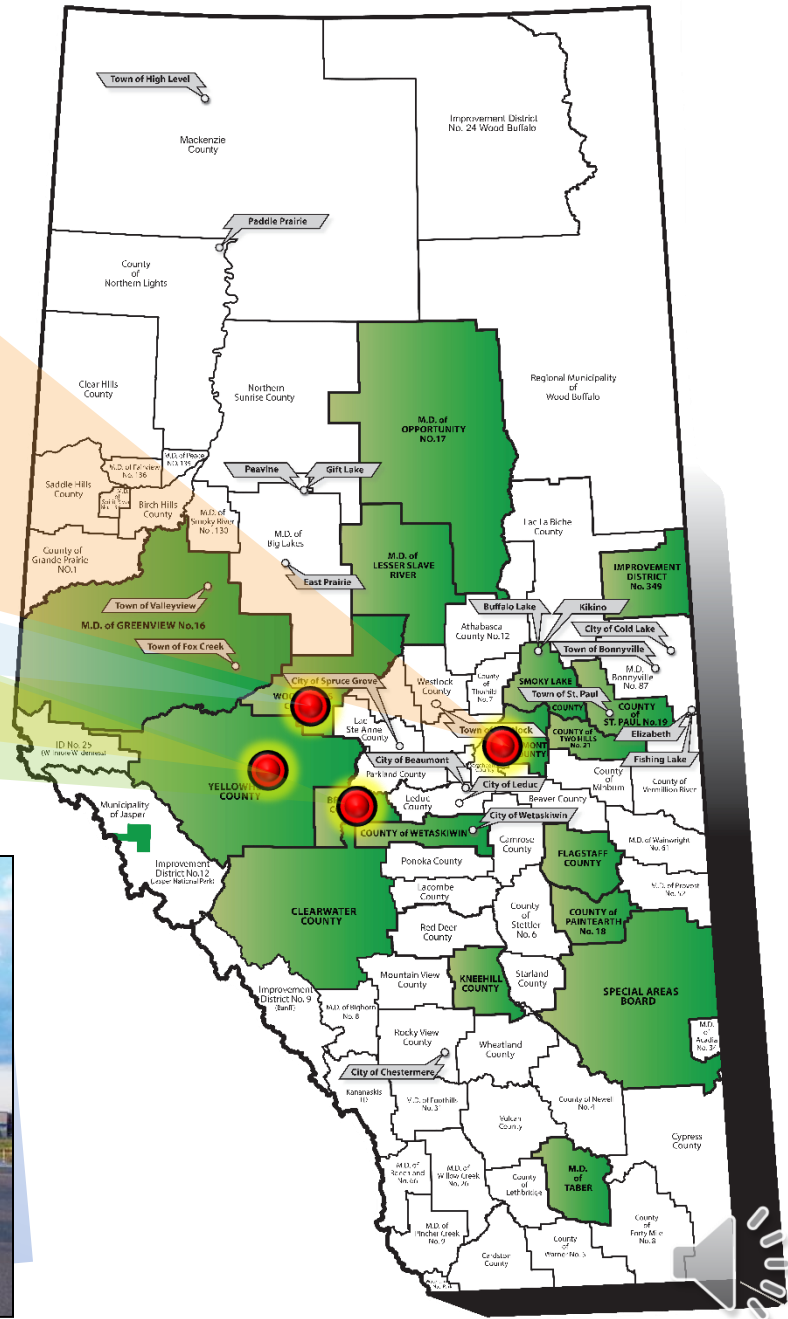
# ACCRATE

ASSESSMENT GROUP LTD.

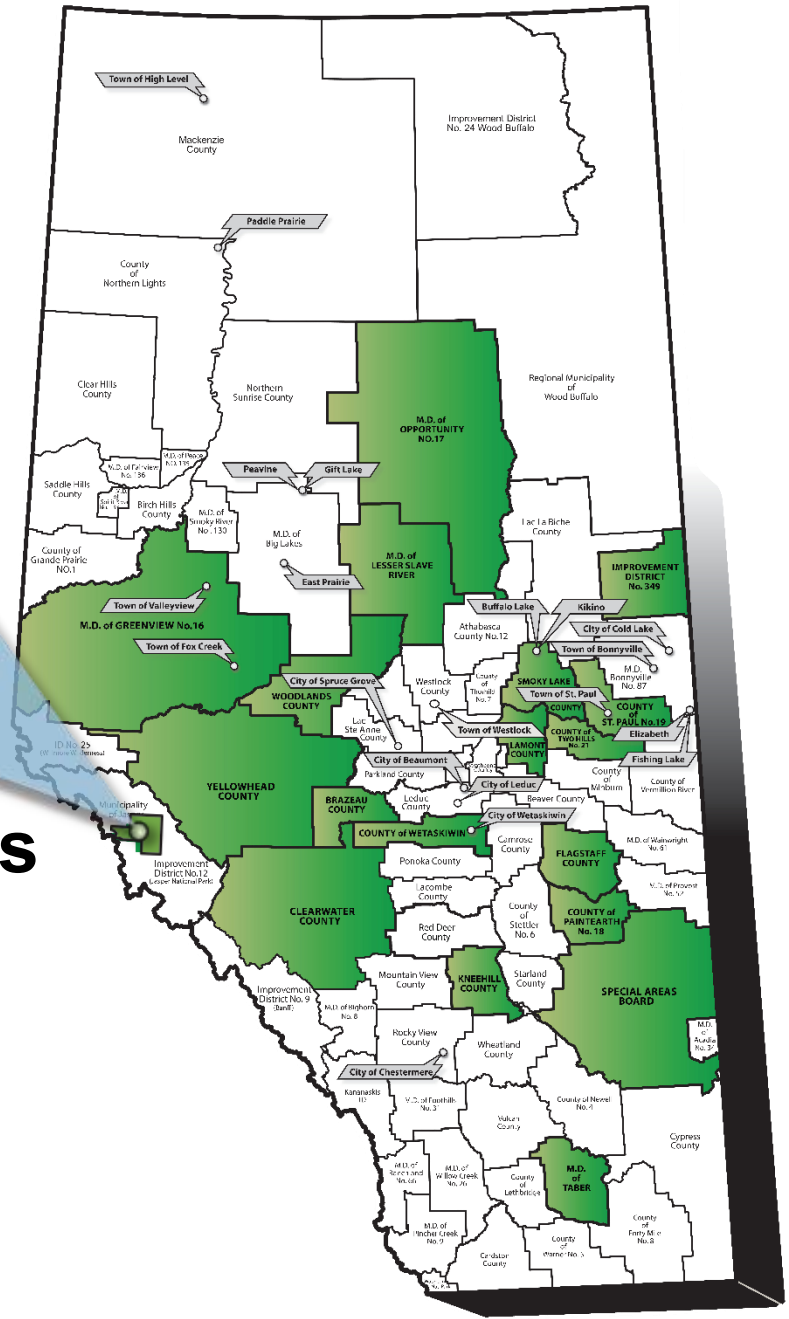
FOUNDED IN 1997



# Where We are Located







# AAG's Client Partners

- 20 Rural Municipalities
- 6 Cities
- 8 Towns
- 8 Metis Settlements



# Trusted Advisor



*At AAG, our purpose is to continuously seek improvement,  
and earn the role of Trusted Advisor.*



## TEAM DEPTH



*Specializing in all aspects of Municipal Property Assessment*

*400+ Years of Combined Experience*



## COMMUNICATION



*We connect with Rate Payers successfully*

*We communicate with Council, CAO's and Administration*



## DATA INTEGRITY



*Our technology drives best practices for assessment operations.*

*Leaders in quality control through technology and experience*



**Residential**



**Non-Residential**



**Farmland**

|                           |                                |
|---------------------------|--------------------------------|
| <b>Troy Birtles, AMAA</b> | Assessment Coordinator         |
| <b>Kris Meadows, AMAA</b> | Residential Assessor           |
| <b>Josh McMillan</b>      | Residential Assessor           |
| <b>Bob Daudelin, AMAA</b> | Assessment Specialist          |
| <b>Brian Luts, AMAA</b>   | Senior Assessor                |
| <b>Jesse Nelson</b>       | Residential Assessor           |
| <b>Cory Allen</b>         | Residential Assessor           |
| <b>Sean Cosens</b>        | Farmland Assessment Specialist |

**\*\* 19 Assessment Staff in total \*\***



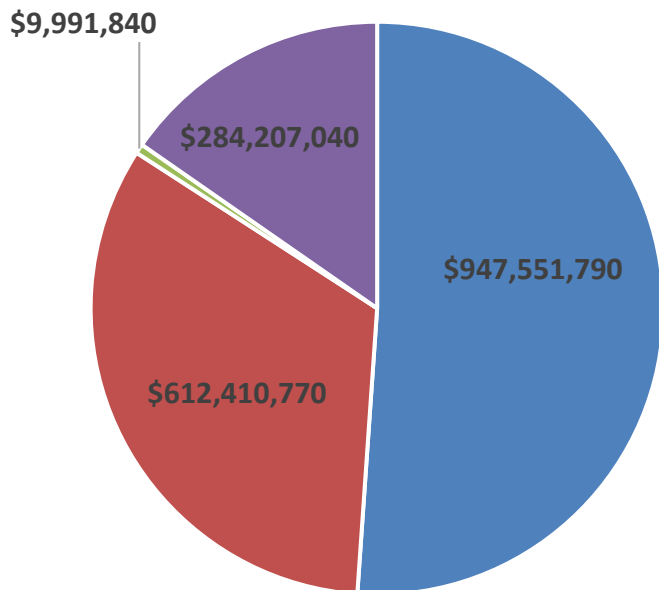
# 2020 Compared to 2021 Assessment

|                        | 2020                   | 2021                   | Difference          |             |
|------------------------|------------------------|------------------------|---------------------|-------------|
|                        | Totals                 | Totals                 | \$                  | %           |
| <b>Residential</b>     | \$947,885,420          | \$1,028,099,150        | \$80,213,730        | 108%        |
| <b>Non-Residential</b> | \$611,504,740          | \$590,721,400          | \$-20,783,340       | 97%         |
| <b>Industrial</b>      | \$9,994,840            | \$10,447,430           | \$455,590           | 103%        |
| <b>Exempt</b>          | \$284,207,040          | \$304,189,450          | \$19,982,410        | 107%        |
| <b>Grand Total:</b>    | <b>\$1,853,589,040</b> | <b>\$1,933,457,430</b> | <b>\$79,868,390</b> | <b>104%</b> |



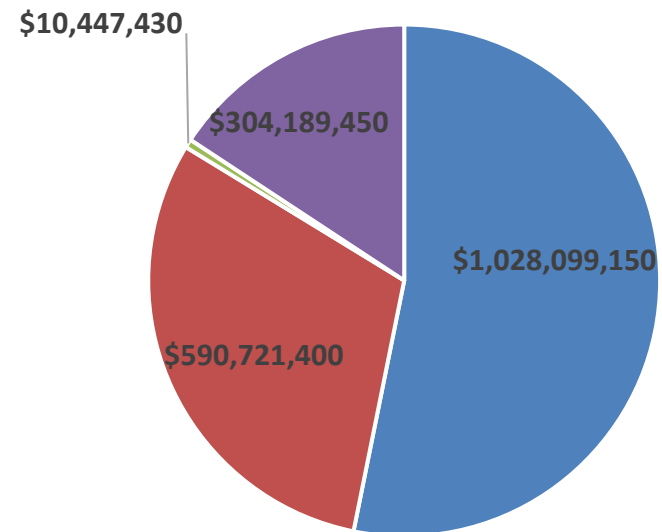
# 2020 vs 2021 By Assessment Category

2020



- Residential
- Non-Residential
- Industrial
- Exempt

2021

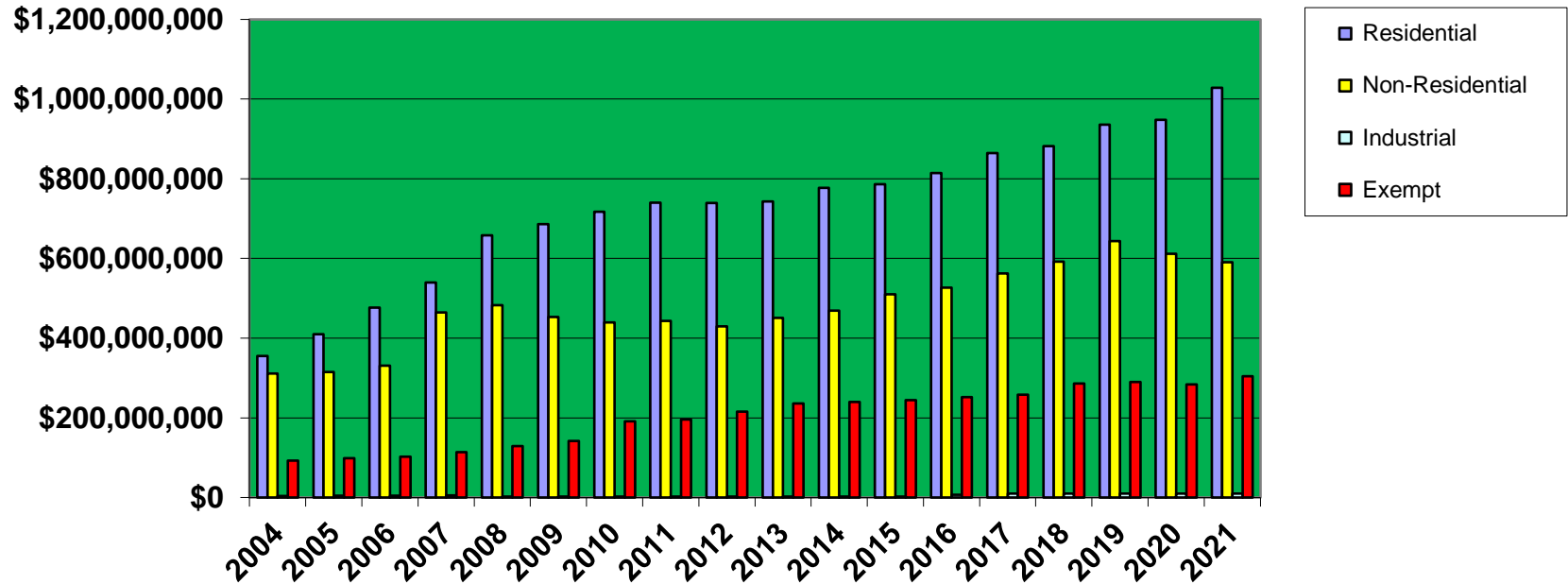


- Residential
- Non-Residential
- Industrial
- Exempt

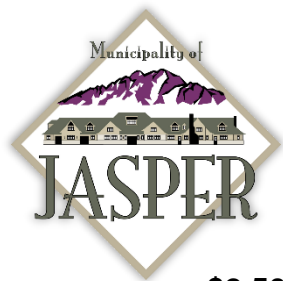


## Municipality of Jasper Assessment History Comparison

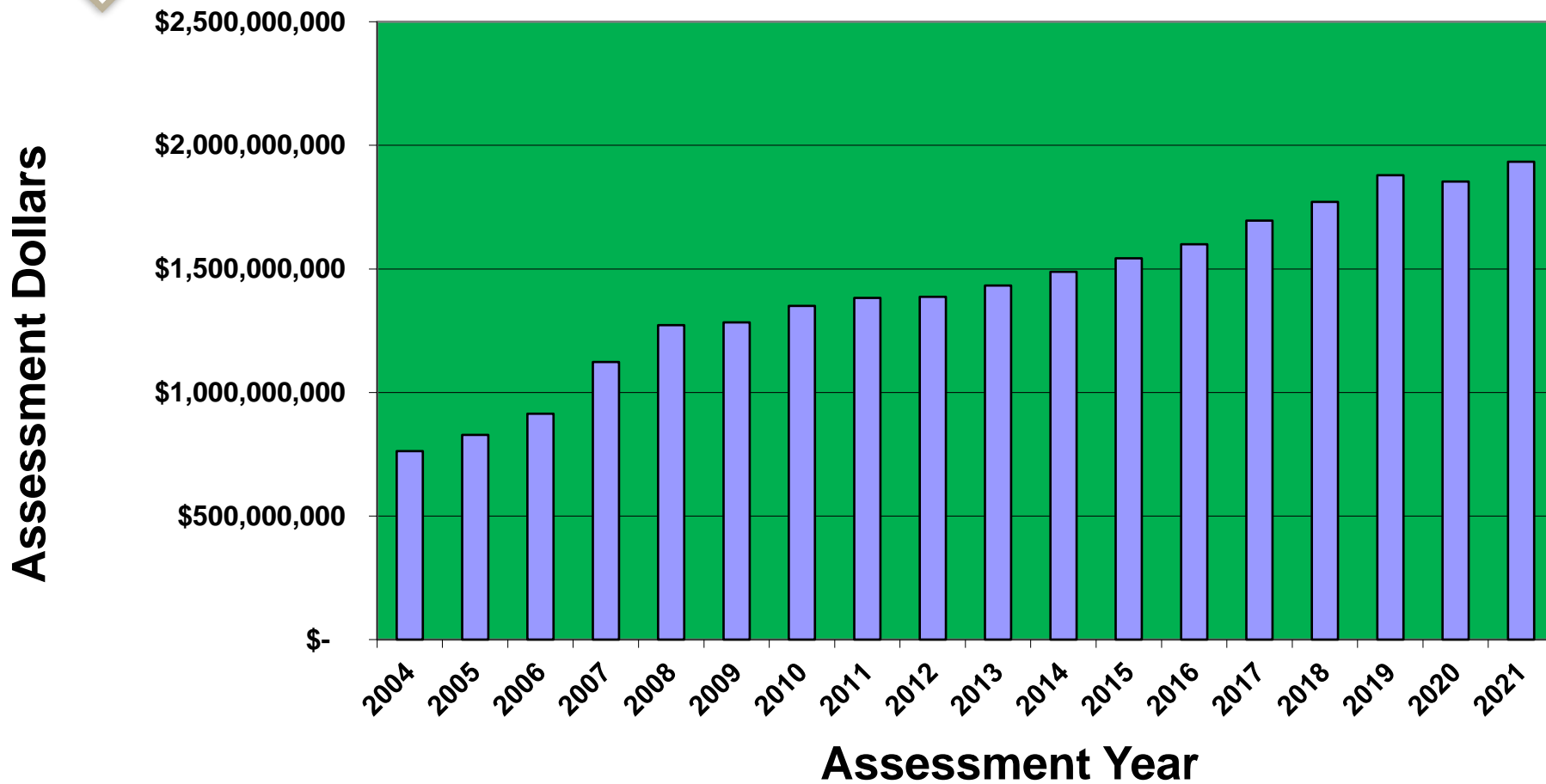
Assessment Dollars



Assessment Year



## Municipality of Jasper Assessment Total History Compare

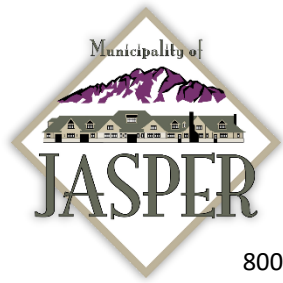




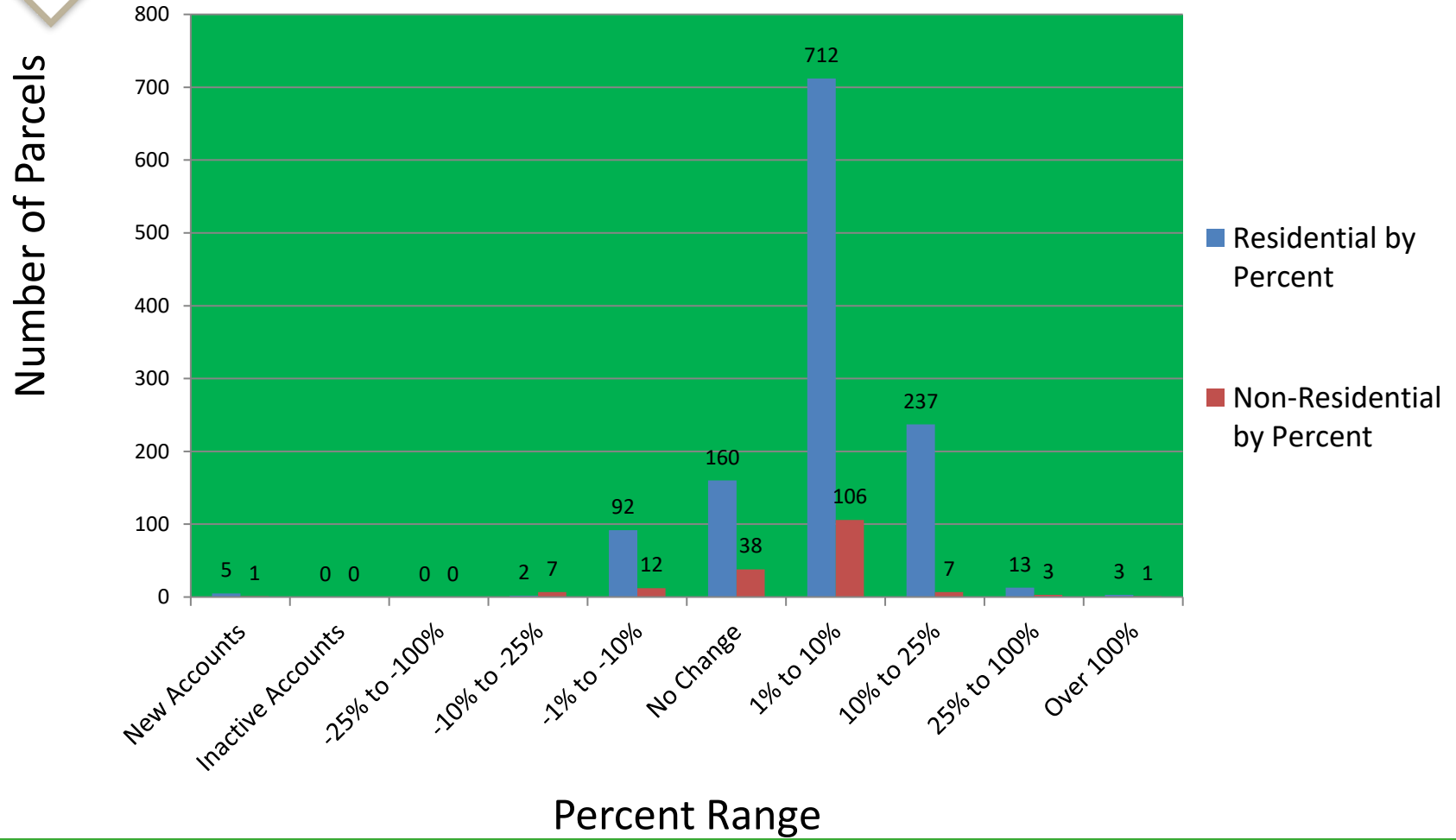
# Taxable Assessment Change Compare by %

| Range                   | Properties   | %           |
|-------------------------|--------------|-------------|
| -25% to -100%           | 0            | 0.0         |
| -10% to -25%            | 9            | 0.6         |
| -1% to -10%             | 103          | 7.3         |
| <b>No Change</b>        | <b>210</b>   | <b>14.9</b> |
| <b>1% to 10%</b>        | <b>808</b>   | <b>57.2</b> |
| <b>10% to 25%</b>       | <b>256</b>   | <b>18.1</b> |
| 25% to 100%             | 17           | 1.2         |
| Over 100%               | 4            | 0.3         |
| New Roll #'s            | 6            | 0.4         |
| Inactive Roll #'s       | 0            | 0.0         |
| <b>Total Properties</b> | <b>1,413</b> | <b>100</b>  |

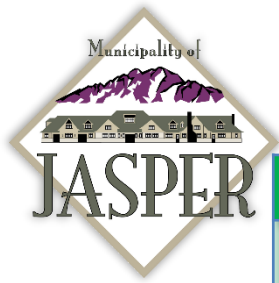
90.2%



# Assessment Change Compare by %



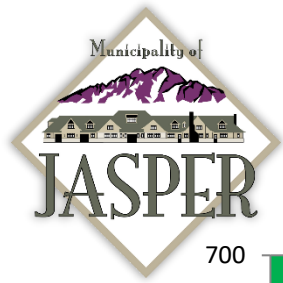




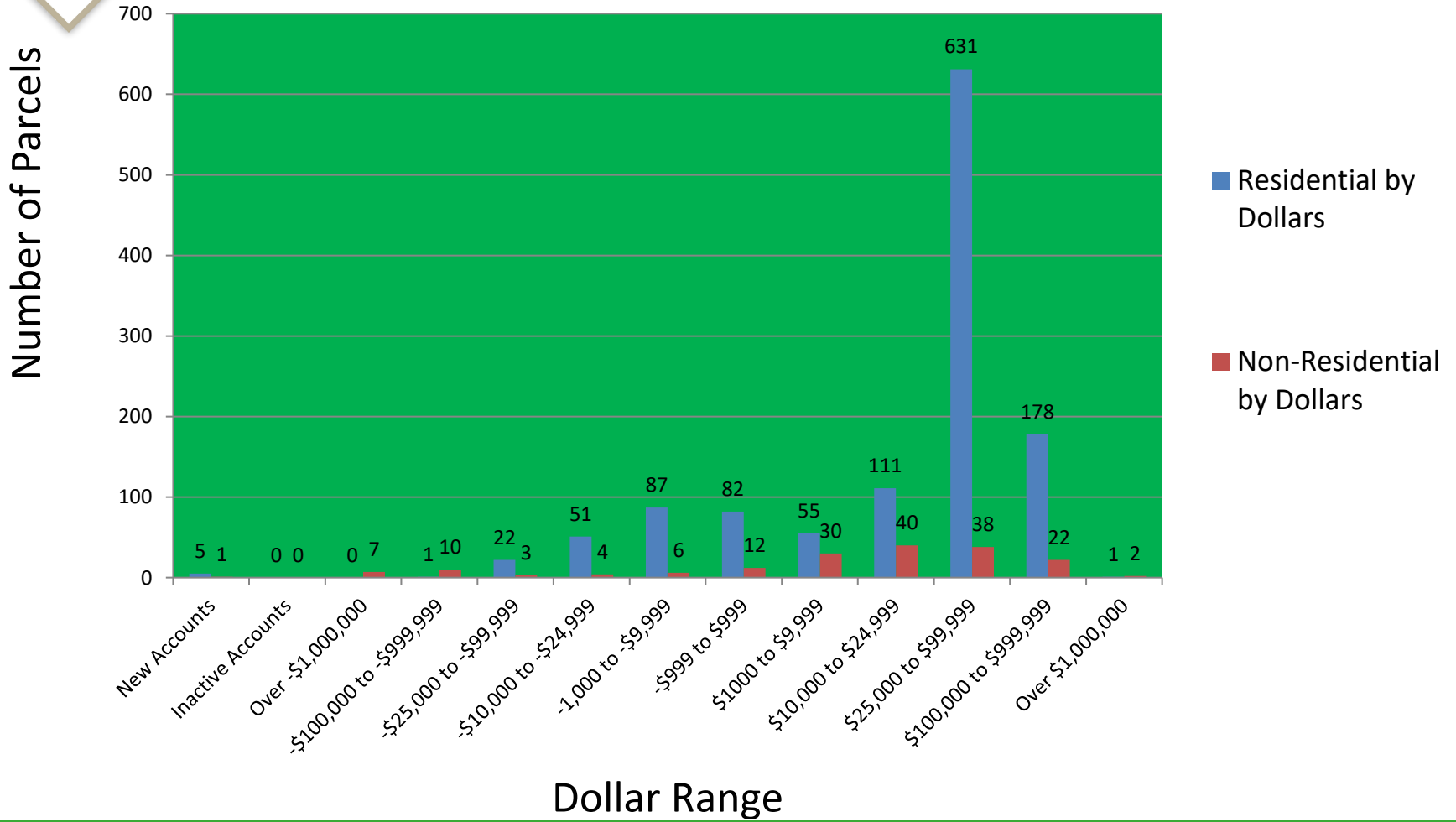
# Taxable Assessment Change Compare by \$

| Range                         | Properties   | %           |
|-------------------------------|--------------|-------------|
| Over - \$1,000,000            | 7            | 0.5         |
| -\$100,000 to -\$999,999      | 11           | 0.8         |
| -\$25,000 to -\$99,999        | 25           | 1.8         |
| -\$10,000 to -\$24,999        | 56           | 4.0         |
| -\$1,000 to -\$9,999          | 94           | 6.7         |
| -\$999 to \$999               | 97           | 6.9         |
| \$1,000 to \$9,999            | 85           | 6.0         |
| <b>\$10,000 to \$24,999</b>   | <b>148</b>   | <b>10.5</b> |
| <b>\$25,000 to \$99,999</b>   | <b>673</b>   | <b>47.6</b> |
| <b>\$100,000 to \$999,999</b> | <b>206</b>   | <b>14.6</b> |
| Over \$1,000,000              | 5            | 0.4         |
| New Roll #'s                  | 6            | 0.4         |
| Inactive Roll #'s             | 0            | 0.0         |
| <b>Total Properties</b>       | <b>1,413</b> | <b>100</b>  |

**72.7%**

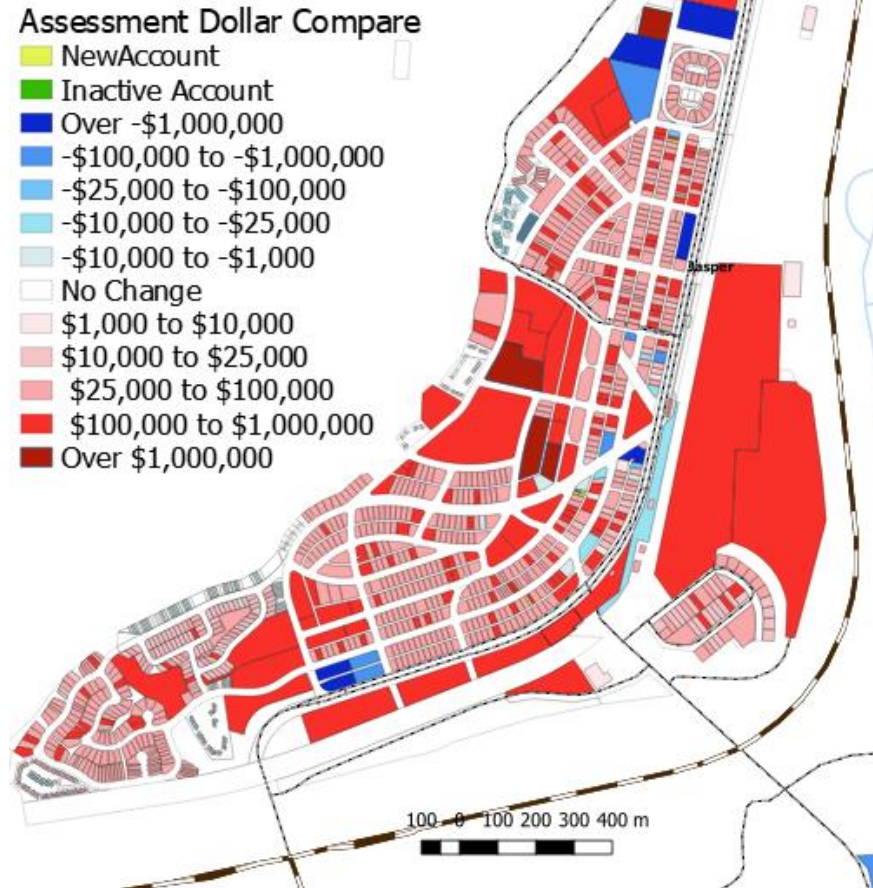


# Assessment Change Compare by \$



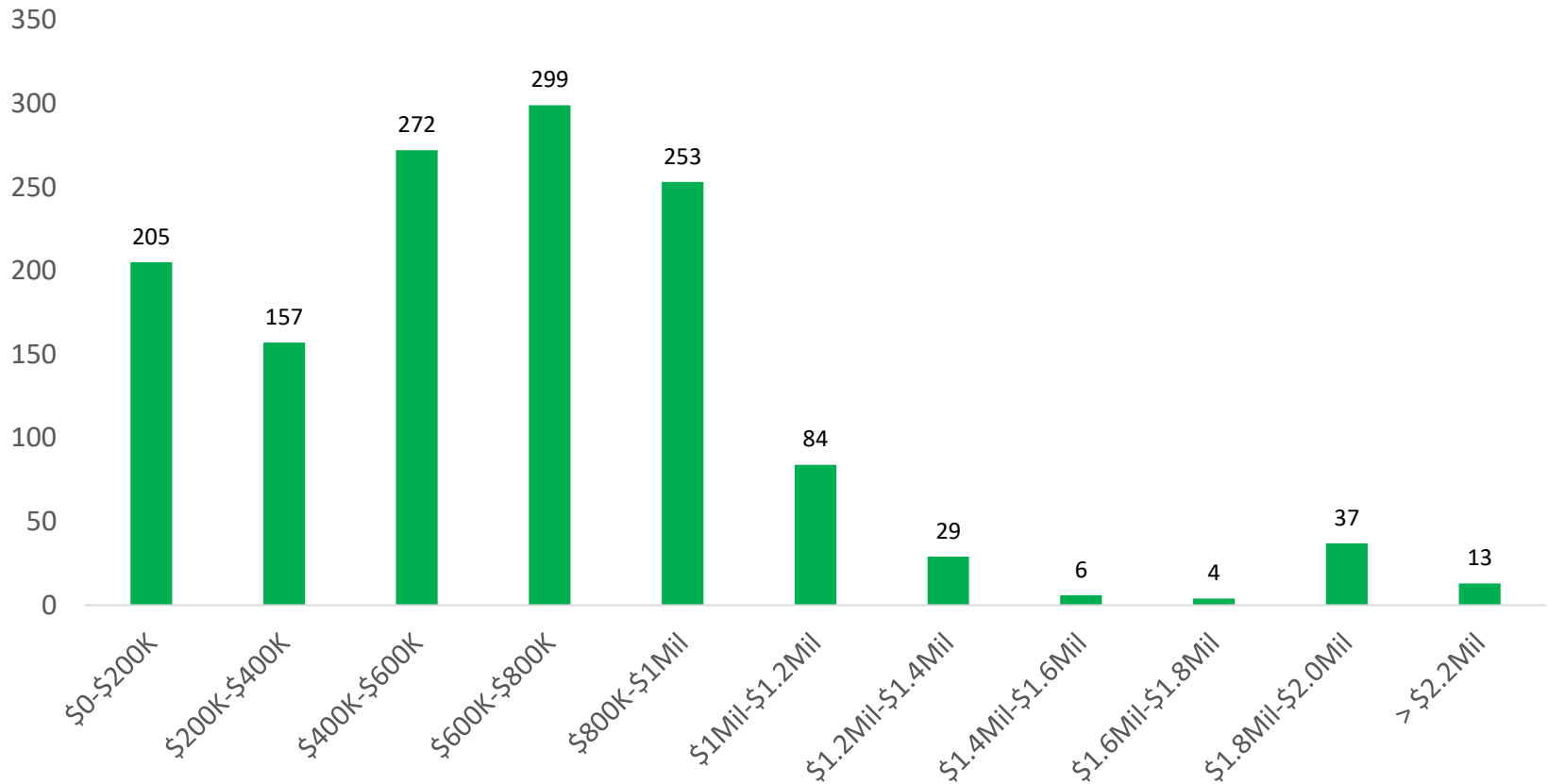


# Residential / Non- Residential Taxable Assessment Change Compare by \$



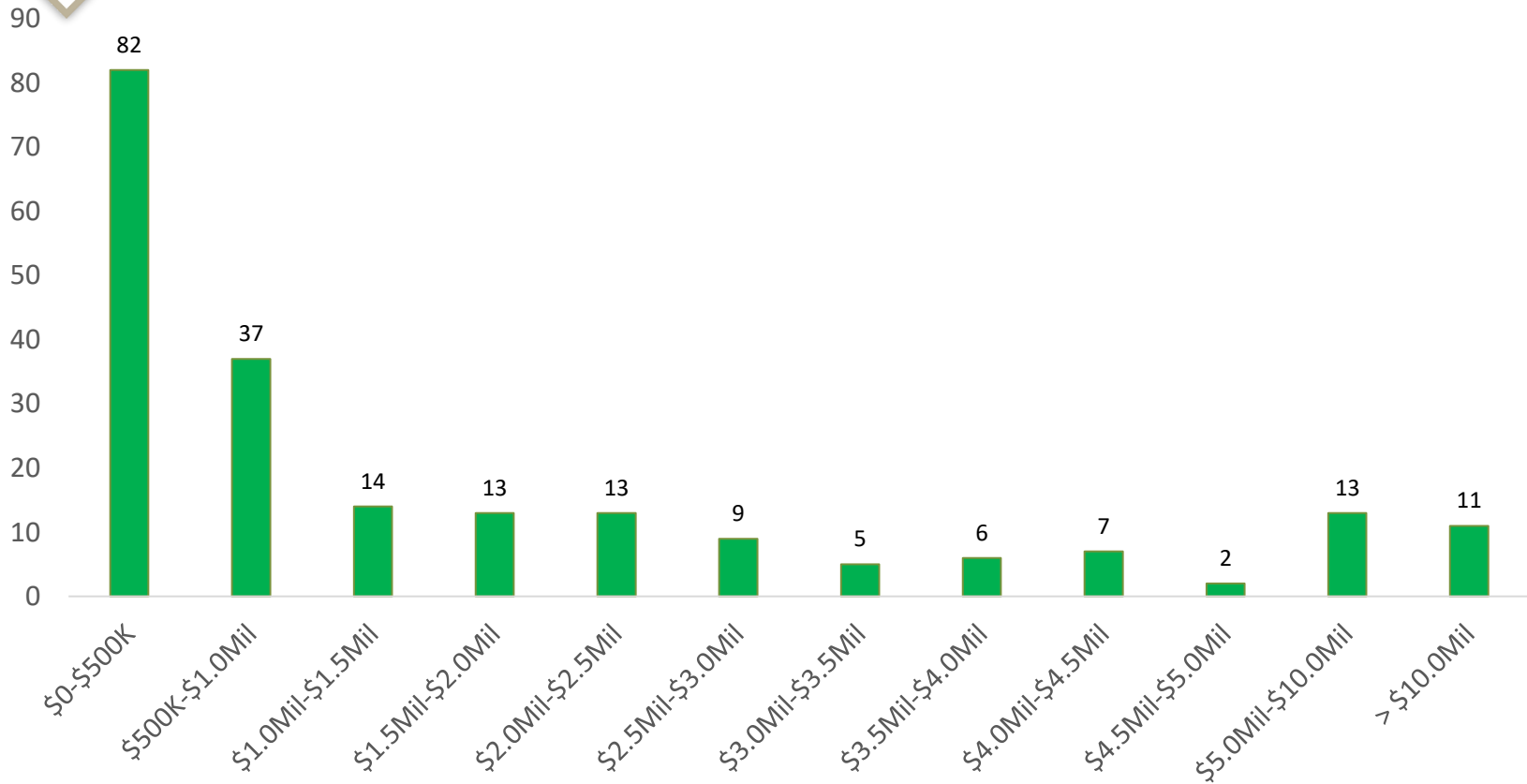


# Distribution of Residential Assessed Values





# Distribution of Non-Residential Assessed Values





# New Roll #'s & Permit Comparison

## New Roll #'s Summary

|                     | 2017 | 2018 | 2019 | 2020 | 2021 |
|---------------------|------|------|------|------|------|
| Residential/Non-Res | 4    | 1    | 66   | 1    | 6    |

## Development Permit

|                     | 2017 | 2018 | 2019 | 2020 | 2021 |
|---------------------|------|------|------|------|------|
| Development Permits | 105  | 177  | 164  | 156  | 155  |



# Overview

(NOT including Industrial or Linear)

## Assessment Change by Area - Includes new construction and market inflation

|                       |      |
|-----------------------|------|
| Residential Town site | 110% |
| Cabin Creek           | 109% |
| Stone Mountain        | 103% |
| Mountain Co-ops       | 101% |
| MH Subdivision        | 107% |
| Commercial Areas      | 97%  |
| Lake Edith            | 108% |
| Rural Properties      | 107% |
| Overall Changes       | 109% |



# Overview

(NOT including Industrial or Linear)

## Sale comparison by area

| Area                         | Number of Sales | Median ASR (Current Assessment) | Median ASR (Sales after July 2021) |
|------------------------------|-----------------|---------------------------------|------------------------------------|
| Residential Town site        | 21 Sales        | 100.4%                          | 19 Sales – 94.1%                   |
| Cabin Creek                  | 2 Sales         | 95.0%                           | 4 Sales – 101.6%                   |
| Stone Mountain               | 3 Sales         | 98.5%                           | 1 Sales – 92.1%                    |
| Mountain Co-ops              | 3 Sales         | 102.5%                          | 4 Sales – 94.9%                    |
| Patricia Place/Aspen Gardens | 13 Sales        | 100.3%                          | 10 Sales – 97.4%                   |
| MH Subdivision               | 3 Sales         | 97.1%                           | 6 Sales – 99.4%                    |
| Lake Edith                   | 3 Sales         | 97.8%                           | 0 Sales – 0%                       |
| Overall                      | 48 Sales        | 100.0%                          | 44 Sales – 96.0%                   |





# Notable Changes to Assessment Classes (Shifting)

- Hotels are assessed based on the income approach. The income approach to value is:  $VALUE = NOI / \text{Cap Rate}$ .
- Prior to COVID, the hotel industry income levels in Jasper had increased substantially. This had caused assessed values to increase. COVID had impacted current income levels therefore effecting assessed values negatively
- Overall, the hotel sector has decreased by 13% as compared to the total non-residential decrease of 3%.
- Approx. \$42,000,000 decrease to assessment code 202 and 206 from hotel assessment changes.



# Notable Changes to Assessment Classes (Shifting)

- Retail and office buildings are assessed based on the income approach. The income approach to value is:  
 $VALUE = NOI / \text{Cap Rate}$ .
- Overall, the retail/office/restaurants and other commercial excluding hotels and resort locations has increased by 4% compared to the total non-residential decrease of 3%.
- Seasonal accommodation and other outlying non res properties are seeing a slight decrease in assessed values (-3% overall).



# Assessment Shifting Summary

- Overall Residential up 8% and rising.
- Overall Non-Residential down 3% including hotels.
- This represents a shift of overall tax burden to the residential sector
- Within the Non-Residential class the non-hotel properties increased by 4% while the hotels decreased by 13%.
- This represents a shifting within the non-residential assessment class. (Accommodation properties decreasing while all other non-residential properties are increasing).



# Assessment Complaints

- Property owners are provided the opportunity to review their assessment with the assessor via open house or phone call.
- If unhappy with the result, the property owner still has the right to file an assessment complaint with the Local Assessment Review Board (Residential) or Composite Assessment Review Board (Non-Residential).
- Many Non-Residential property owners employ tax agents to represent them in assessment reviews or complaints heard at board levels



# Assessment Complaints

Assessment Complaints filed for the 2022 tax year include:

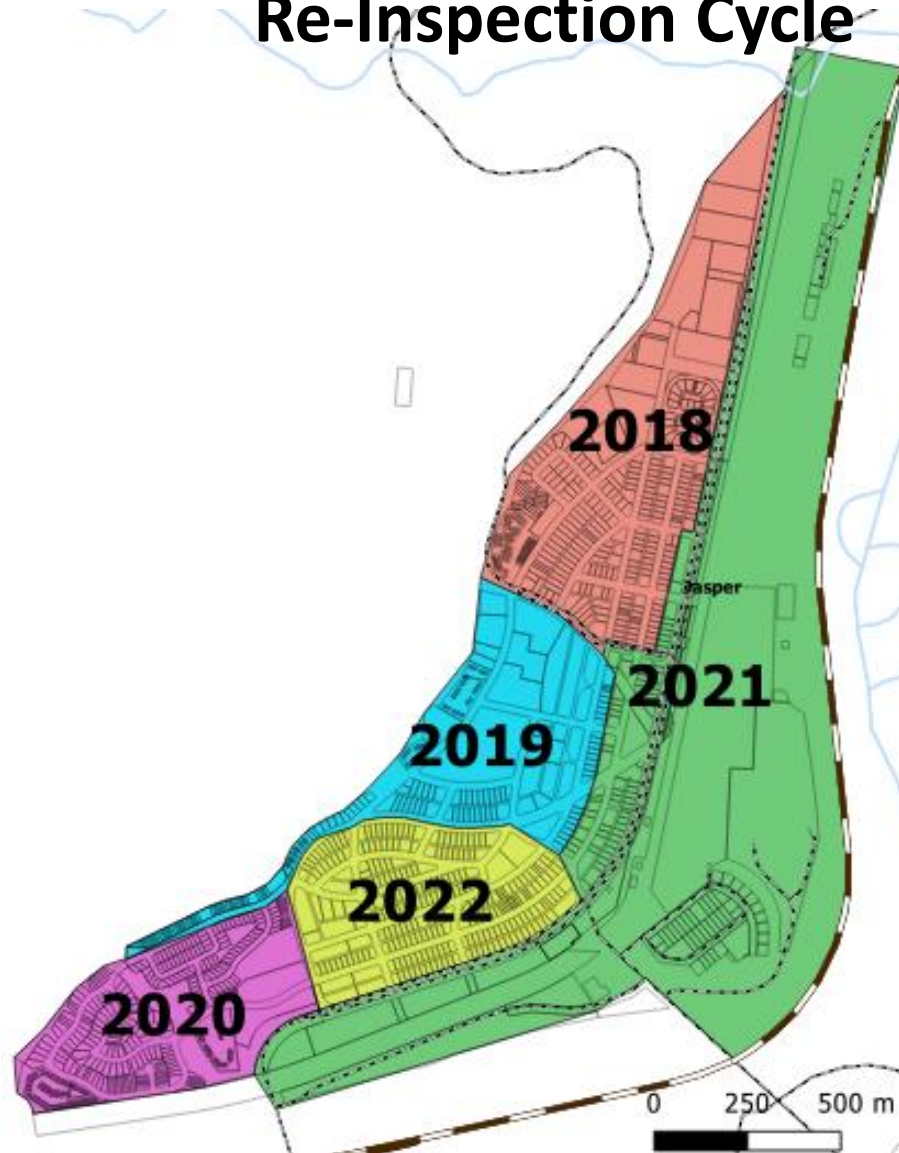
0 Residential

2 Non-Residential

- One has been withdrawn with a minor adjustment.
- One is being reviewed with the tax agent – they are seeking a \$5 million reduction.
- Administration will be informed of any changes and will include all information when considering tax rate calculations for council.



# Re-Inspection Cycle





# Moving Forward and Next Steps

- Attended Assessment Open House – was held March 22<sup>nd</sup>
- Council presentation today
- Address any outstanding assessment complaints
- Reinspection cycle to concentrate on the area noted on the previous map. Residential RFI letters have been mailed to property owners in this area – this is a new process we hope will increase data integrity
- Review all new permits and uncompleted permits from Parks Canada
- Monitor real estate values on a moving forward basis
- Monitor income producing properties for changes





**THANK YOU**





**Municipality of Jasper Bylaw Summary**

**Updated: 4/14/2022**

|     | Bylaw  | Date Repealed | Repeals Bylaw  | Replaced by Bylaw | Scheduled date for next reading |                |                          | Date Forwarded | Date Certified |
|-----|--|---------------|----------------|-------------------|---------------------------------|----------------|--------------------------|----------------|----------------|
|     |  |               |                |                   | First Reading                   | Second Reading | Third Reading & Approval |                |                |
| 245 | Regional Assessment Review Board Bylaw 2022                    |               | 210            |                   | 2022-April-19                   | 2022-April-19  |                          |                |                |
| 244 | Traffic Safety Bylaw   |               | 195            |                   | 2022-March-15                   | 2022-March-15  |                          | 2022-Mar-17    | 2022-Mar-25    |
| 243 | Utilities Fees Levy and Collection Bylaw 2022                  |               | 232            |                   | 2022-Jan-18                     | 2022-Jan-18    | 2022-Feb-01              | 2022-Jan-20    | 2022-Jan-21    |
| 242 | Supplementary Tax Bylaw 2022                                   |               | 234            |                   | 2022-Jan-18                     | 2022-Jan-18    | 2022-Feb-01              | 2022-Jan-20    | 2022-Jan-21    |
| 241 | Supplementary Assessment of Improvements Bylaw 2022            |               | 233            |                   | 2022-Jan-18                     | 2022-Jan-18    | 2022-Feb-01              | 2022-Jan-20    | 2022-Jan-21    |
| 240 | Connaught Utilities Local Improvement Tax Bylaw                |               |                |                   | 2021-July-6                     | 2021-Aug-17    | 2021-Aug-17              | 2021-Aug-3     | 2021-Aug-4     |
| 239 | Connaught Utilities Borrowing Bylaw                            |               |                |                   | 2021-July-6                     | 2021-Aug-17    | 2021-Aug-17              | 2021-Aug-3     | 2021-Aug-4     |
| 238 | Temporary Compulsory Face Covering Repeal Bylaw                |               | 228, 230 & 231 |                   | 2021-Jun-15                     | 2021-Jun-15    | 2021-Jun-15              | 2021-Jun-10    | 2021-Jun-11    |
| 237 | Rotation of Ballots Bylaw 2021                                 |               | 204            |                   | 2021-Jun-01                     | 2021-Jun-01    | 2021-Jun-15              | 2021-May-26    | 2021-May-28    |
| 236 | Taxation Rates Bylaw 2021                                      |               | 227            |                   | 2021-May-18                     | 2021-Jun-01    | 2021-Jun-01              | 2021-May-26    | 2021-May-28    |
| 235 | Code of Conduct for Elected Officials Bylaw                    |               |                |                   | 2021-May-18                     | 2021-Jun-01    | 2021-Jun-15              | 2021-May-26    | 2021-May-28    |
| 234 | Supplementary Tax Bylaw 2021                                   |               | 225            |                   | 2021-Jan-19                     | 2021-Jan-19    | 2021-Feb-02              | 2021-Jan-20    | 2021-Jan-22    |
| 233 | Supplementary Assessment of Improvements 2021                  |               | 224            |                   | 2021-Jan-19                     | 2021-Jan-19    | 2021-Feb-02              | 2021-Jan-20    | 2021-Jan-22    |
| 232 | Utility Fees Levy and Collection Bylaw 2021                    |               | 226            |                   | 2021-Jan-05                     | 2021-Jan-05    | 2021-Jan-05              | 2020-Dec-24    | 2020-Dec-24    |
| 231 | Temporary Compulsory Face Covering Amending Bylaw #2           |               |                |                   | 2020-Dec-08                     | 2020-Dec-08    | 2021-Jan-05              | 2020-Dec-09    | 2020-Dec-10    |
| 230 | Jasper Temporary Compulsory Face Covering Bylaw Amending Bylaw |               |                |                   | 2020-Sept-08                    | 2020-Sept-08   | 2020-Sept-15             | 2020-Sept-08   | 2020-Sept-10   |
| 229 | CMHC Borrowing Bylaw 2020                                      |               |                |                   | 2020-Aug-18                     | 2020-Aug-18    | 2020-Sept-01             | 2020-Aug-18    | 2020-Aug-19    |
| 228 | Temporary Compulsory Face Covering Bylaw                       |               |                |                   | 2020-Aug-04                     | 2020-Aug-04    | 2020-Aug-04              | 2020-Aug-04    | 2020-Aug-04    |



## AGENDA ITEM 6.2

### REQUEST FOR DECISION

**Subject:** Regional Assessment Review Board Bylaw

**From:** Natasha Malenchak, Director of Finance and Administration

**Reviewed by:** Bill Given, Chief Administrative Officer  
Christine Nadon, Director of Protective and Legislative Services

**Date:** April 19, 2022

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#### Recommendations:

- That Council give first and second readings to the Assessment Review Board Bylaw

#### Alternatives:

- That committee direct administration discuss maintaining the current membership of the regional ARB with existing members (Hinton and Edson only).

#### Background:

On June 5, 2018, Council gave first reading of Bylaw #210 Regional Assessment Review Board Bylaw and subsequently received second reading on June 19, 2018, and third on July 3, 2018.

The Municipality of Jasper historically has been a member of a Regional Assessment Review Board with the Town of Hinton, Edson and Grande Cache. Each community must pass a bylaw to establish this regional board and to become part of it. The Town of Grande Cache has since dissolved, which means their assessment appeals will now be handled through the M.D. of Greenview. An edit included in the bylaw revision is to remove Grande Cache.

Each Council must appoint their own board members (two or more per municipality) and their own municipal board clerk. They must also jointly appoint a Designated Chair and a Designated Clerk for the Regional Assessment Review Board. The intent of the regional board is to have rotating communities to rotate in providing a Designated Chair and Designated Clerk.

The role of the Designated Clerk is to coordinate the scheduling of hearings across the region, based on board members' availability and the number and nature of assessment appeals in each community. Clerks in each municipality are then responsible for sending notices of hearing, tracking disclosure documents, communicating with board members and any other requirement outlined in legislation.

Having a regional board enables smaller communities to share board member resources

#### Discussion:

The Regional Assessment Review Board bylaw allows the Municipality to jointly establish a Local Assessment Review Board (LARB) and a Composite Assessment Review Board (CARB) with partner municipalities to share

board members within the region.

The bylaw comes to council for review since a partner community (Grande Cache) has since dissolved and the Improvement District 12 would like to join the board on terms specified by agreement.

Correspondence has been had with other Hinton and Edson board members who are support bringing this inclusion to their councils to give reading to their new bylaws.

ID12 has the Assistant Deputy Minister appointed as council per Ministerial Order MO MSD 026/21 delegation of authority. The Minister has signed MO MSD 111/21 to allow the ID to enter into an ARB agreement for a joint / regional ARB board with Municipality of Jasper, dated December 17, 2021.

**Relevant Legislation:**

*Alberta Municipal Government Act*

**- Section 454**

A council must by bylaw establish

- (a) a local assessment review board to hear complaints referred to in section 460.1(1), and
- (b) a composite assessment review board to hear complaints referred to in section 460.1(2).

**-Section 455**

Joint establishment of assessment review boards 455(1) Two or more councils may agree to jointly establish the local assessment review board or the composite assessment review board, or both, to have jurisdiction in their municipalities.

**-Bylaw #210**

Regional Assessment Review Board Bylaw #210

**Financial Implications:**

Expenses for board hearings are borne by the municipality in which the assessed property is located. Board members can participate in hearings in other communities and are remunerated according to each community's council remuneration policy (unless otherwise defined in individual bylaws). The Municipality of Jasper would handle assessment complaints, provide board members and a clerk to the West Yellowhead Regional Assessment Review Board for ID12. Should the service be provided, the Municipality will invoice ID12 for the services provided.

**Attachments:**

- CURRENT - Regional Assessment Review Board Bylaw #210
- NEW - Regional Assessment Review Board Bylaw 2022 #245
- DRAFT ID12 BYLAW NO. 2021-01 and Agreement

**MUNICIPALITY OF JASPER  
BYLAW #210**

**BEING A BYLAW OF THE MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA TO  
ESTABLISH A REGIONAL ASSESSMENT REVIEW BOARD.**

**WHEREAS** pursuant to s. 454 of the *Municipal Government Act* (RSA 2000, cM-26), a council must by bylaw establish a Local Assessment Review Board (LARB) and a Composite Assessment Review Board (CARB).

**AND WHEREAS** pursuant to s. 455 of the *Municipal Government Act* (RSA 2000, cM-26), two or more Councils may agree to jointly establish a LARB and a CARB to have jurisdiction in their municipalities as a Regional Assessment Review Board.

**NOW THEREFORE** the Council of the Specialized Municipality of Jasper, in the Province of Alberta, duly assembled, enacts:

**1. CITATION**

- 1.1. This Bylaw may be cited as the "Regional Assessment Review Board Bylaw".
- 1.2. Municipality of Jasper bylaw #201, the "Inter-Municipal Assessment Review Board" is hereby repealed.

**2. DEFINITIONS**

- 2.1. In this Bylaw:
  - 2.1.1. "*Board*" shall mean the West Yellowhead Regional Assessment Review Board.
  - 2.1.2. "*Clerk*" shall mean the clerk appointed by each Partner Municipality to carry out the administrative functions of their municipality's Board activities;
  - 2.1.3. "*Council*" shall mean the municipal council of each respective Partner Municipality.
  - 2.1.4. "*Designated Clerk*" shall mean the person appointed to carry out the duties and functions of the clerk of the Regional Assessment Review Board in accordance with s. 456 of the *Municipal Government Act* (RSA 2000, cM-26), jointly appointed by the Councils of the Partner Municipalities;
  - 2.1.5. "*Designated Chair*" shall mean the person appointed to carry out the duties and functions of the chair of the Regional Assessment Review Board in accordance with s. 454 of the *Municipal Government Act* (RSA 2000, cM-26), jointly appointed by the Councils of the Partner Municipalities.
  - 2.1.6. "*Member*" shall mean a member of the Regional Assessment Review Board;
  - 2.1.7. "*Minister*" shall mean the Minister determined by the Province to be responsible for the *Municipal Government Act* (RSA 2000, cM-26);
  - 2.1.8. "*Partner Municipality*" shall mean the Specialized Municipality of Jasper, Town of Hinton, Town of Edson and the Town of Grande Cache, who have agreed to jointly establish the Regional Assessment Review Board;
  - 2.1.9. "*Presiding Officer*" shall mean the Member of a LARB designated to chair a hearing;

- 2.1.10. "Provincial Member" shall mean a person appointed as a Provincial Member to a CARB by the Minister;

### **3. PARTNER MUNICIPALITIES**

- 3.1 The Specialized Municipality of Jasper and the Partner Municipalities hereby jointly establish a Regional Assessment Review Board to exercise the functions of a Local Assessment Review Board (LARB) and a Composite Assessment Review Board (CARB) to have jurisdiction in their municipalities.

### **4. REGIONAL BOARD REVIEW COMMITTEE**

- 4.1 The Regional Board Review Committee shall consist of the Clerks from each Partner Municipality.
- 4.2 The Regional Board Review Committee will hold an annual meeting for the Clerks to review the CARB and LARB roles and requirements for the year.

### **5. ESTABLISHMENT OF BOARDS**

- 5.1 The following West Yellowhead Regional Assessment Review Boards are hereby established:
- 5.1.1 One or more LARBs that consist of one Member;
  - 5.1.2 One or more LARBs that consist of three Members;
  - 5.1.3 One or more CARBs that consist of one Provincial Member; and
  - 5.1.4 One or more CARBs that consist of one Provincial Member and two Members.

### **6. APPOINTMENT OF BOARD MEMBERS**

- 6.1 The Council of each Partner Municipality shall be responsible to appoint two (2) or more Members to the LARBs and CARBs pursuant to this bylaw. Provided the members have taken the necessary training, the same individuals may be appointed to a LARB and CARB.
- 6.2 Each municipality may appoint one Member of their Council to the LARBs and CARBs pursuant to this bylaw. Provided they have taken the necessary training, Council Members may be appointed to a LARB and CARB.
- 6.3 Each municipality must rescind an appointment if the Member: (i) fails to successfully complete the training program set by the Minister; (ii) does not live up to their commitment to attend hearings; (iii) is no longer eligible pursuant to the Act and regulations passed thereto; or (iv) breaches the pecuniary interest provisions in s. 480 of the *Municipal Government Act* (RSA 2000, cM-26).

### **7. TERM OF APPOINTMENT**

- 7.1 A Member may be reappointed to the Board at the expiration of his or her term.
- 7.2 A Member may resign from the Board at any time on written notice to the Designated Clerk to that effect.
- 7.3 Each municipality shall have the right to rescind the appointment of their Board member.
- 7.4 Upon being appointed, the Member must successfully complete the training as prescribed by the Minister prior to participating in a hearing.

## **8.0 JURISDICTION OF THE BOARD**

- 8.1 The Board shall have jurisdiction to exercise the functions of a LARB and the functions of a CARB under the provisions of the *Municipal Government Act* (RSA 2000, cM-26) in respect to assessment complaints made by taxpayers of a Partner Municipality.

## **9.0 DESIGNATED CHAIR**

- 9.1 On a rotating basis between Partner Municipalities, Councils of the Partner Municipalities must jointly appoint one Board Member as Designated Chair and must jointly prescribe the Designated Chair's term of office and remuneration and expenses.

## **10.0 DESIGNATED CLERK**

- 10.1 Councils of the Partner Municipalities must jointly appoint a Designated Clerk for the Regional Assessment Review Board.
- 10.2 The Designated Clerk, whenever possible, will be selected from the same municipality as the Designated Chair and be appointed for the same term of office.

## **11.0 PRESIDING OFFICER**

- 11.1 The Members of every Board established under section 5.1.2 of this bylaw will select a Presiding Officer from among themselves who will:
- 11.1.1 Preside over and be responsible for the conduct of hearings;
  - 11.1.2 Vote on matters submitted to the Board unless otherwise disqualified; and
  - 11.1.3 Sign orders, decisions, and documents issued by the Board.

## **12.0 HEARINGS**

- 12.1 Hearings will be held at such time as determined by the Designated Clerk, in the municipality where the property under complaint is located.
- 12.2 Each Partner Municipality shall provide, at their expense, adequate facilities for the hearings in their municipality.
- 12.3 The proceedings of the Board must be conducted in public except where the Board deals with information protected from disclosure under the provisions of the *Freedom of Information and Protection of Privacy Act* (RSA 2000, cF-25) and the *Municipal Government Act* (RSA 2000, cM-26).
- 12.4 The Designated Clerk shall attempt to have a majority of Members who do not reside in the municipality in which the property under complaint is located.

## **13.0 FEES**

- 13.1 The fees payable pursuant to s. 481(1) of the *Municipal Government Act* (RSA 2000, cM-26) shall be those established by each Partner Municipality for property located in that municipality, provided that such fees do not exceed the maximum fees set out in the *Matters Relating to Assessment Complaints Regulation Alberta Regulation* (AR 2011/2017).

## **14.0 COSTS AND REMUNERATION**

- 14.1 Each Partner Municipality shall pay for administrative costs associated with the operations of the Board in their respective municipality, including remuneration for Members, the costs associated

with any Provincial Members, and any legal fees.

- 14.2 Unless otherwise determined by the Partner Municipality which appointed the Member, Members shall receive remuneration for training sessions, meetings, decision writing, reviewing draft decisions, and hearings in accordance with the meeting fees set for municipal councillors in the respective Partner Municipality.

**15.0 DISPUTE RESOLUTION**

- 15.1 In the event that a dispute arises between any of the Partner Municipalities regarding any of the clauses in this Bylaw, or over a financial matter regarding the operation of the LARBs or CARBs, the Chief Administrative Officers of the Partner Municipalities shall meet to consider the matter.

- 15.2 The decision of the panel of Chief Administrative Officers will be final.

**16.0 BYLAW AMENDMENTS**

- 16.1 In the event that the Council of a Partner Municipality wishes to amend the Regional Assessment Review Board Bylaw, the Clerk of that municipality will bring the proposed amendments to the Regional Board Review Committee for discussion and presentation to their respective Councils.

- 16.2 If the Councils of the Partner Municipalities cannot reach an agreement on the proposed amendments, the Mayors of the Partner Municipalities shall meet to consider the matter.

- 16.3 If a Partner Municipality intends to no longer be a part of the West Yellowhead Regional Assessment Review Board, they shall give the Councils of Partner Municipalities no less than thirty (30) days written notice of that intention prior to the meeting at which any motion or bylaw to cease participation in the Board is to be considered.

**17.0 SEVERANCE**

- 17.1 If any provision herein is found to be invalid by a court of competent jurisdiction, it shall be severed from the remainder of this Bylaw and shall not invalidate the whole bylaw.

**18.0 COMING INTO EFFECT**

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

**READ** a first time this 5<sup>th</sup> day of June, 2018

**READ** a second time this 19<sup>th</sup> day of June, 2018

**READ** a third time and finally passed this 3<sup>rd</sup> day of July, 2018

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Mayor

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Chief Administrative Officer

**MUNICIPALITY OF JASPER  
BYLAW #245**

**BEING A BYLAW OF THE MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA TO  
ESTABLISH A REGIONAL ASSESSMENT REVIEW BOARD.**

**WHEREAS** pursuant to s. 454 of the *Municipal Government Act* (RSA 2000, cM-26), a council must by bylaw establish a Local Assessment Review Board (LARB) and a Composite Assessment Review Board (CARB).

**AND WHEREAS** pursuant to s. 455 of the *Municipal Government Act* (RSA 2000, cM-26), two or more Councils may agree to jointly establish a LARB and a CARB to have jurisdiction in their municipalities as a Regional Assessment Review Board.

**NOW THEREFORE** the Council of the Specialized Municipality of Jasper, in the Province of Alberta, duly assembled, enacts:

**1. CITATION**

- 1.1. This Bylaw may be cited as the "Regional Assessment Review Board Bylaw 2022".
- 1.2. Municipality of Jasper bylaw #210, the "Regional Assessment Review Board Bylaw" is hereby repealed.

**2. DEFINITIONS**

- 2.1. In this Bylaw:
  - 2.1.1. "Board" shall mean the West Yellowhead Regional Assessment Review Board.
  - 2.1.2. "Clerk" shall mean the clerk appointed by each Partner Municipality to carry out the administrative functions of their municipality's Board activities;
  - 2.1.3. "Council" shall mean the municipal council of each respective Partner Municipality.
  - 2.1.4. "Designated Clerk" shall mean the person appointed to carry out the duties and functions of the clerk of the Regional Assessment Review Board in accordance with s. 456 of the *Municipal Government Act* (RSA 2000, cM-26), jointly appointed by the Councils of the Partner Municipalities;
  - 2.1.5. "Designated Chair" shall mean the person appointed to carry out the duties and functions of the chair of the Regional Assessment Review Board in accordance with s. 454 of the *Municipal Government Act* (RSA 2000, cM-26), jointly appointed by the Councils of the Partner Municipalities.
  - 2.1.6. "Member" shall mean a member of the Regional Assessment Review Board;
  - 2.1.7. "Minister" shall mean the Minister determined by the Province to be responsible for the *Municipal Government Act* (RSA 2000, cM-26);
  - 2.1.8. "Partner Municipality" shall mean the Specialized Municipality of Jasper, Town of Hinton, Town of Edson and Improvement District 12 the Town of Grande Cache, who have agreed to jointly establish the Regional Assessment Review Board;
  - 2.1.9. "Presiding Officer" shall mean the Member of a LARB designated to chair a hearing;



2.1.10. "Provincial Member" shall mean a person appointed as a Provincial Member to a CARB by the Minister;

### **3. PARTNER MUNICIPALITIES**

3.1 The Specialized Municipality of Jasper and the Partner Municipalities hereby jointly establish a Regional Assessment Review Board to exercise the functions of a Local Assessment Review Board (LARB) and a Composite Assessment Review Board (CARB) to have jurisdiction in their municipalities.

### **4. REGIONAL BOARD REVIEW COMMITTEE**

4.1 The Regional Board Review Committee shall consist of the Clerks from each Partner Municipality.

4.2 The Regional Board Review Committee will hold an annual meeting for the Clerks to review the CARB and LARB roles and requirements for the year.

4.3 The Specialized Municipality of Jasper shall act as the representative for Improvement District 12 on the Regional Board Review Committee, subject to a valid and current agreement between the Specialized Municipality of Jasper and Improvement District 12.

### **5. ESTABLISHMENT OF BOARDS**

5.1 The following West Yellowhead Regional Assessment Review Boards are hereby established:

5.1.1 One or more LARBs that consist of one Member;

5.1.2 One or more LARBs that consist of three Members;

5.1.3 One or more CARBs that consist of one Provincial Member; and

5.1.4 One or more CARBs that consist of one Provincial Member and two Members.

### **6. APPOINTMENT OF BOARD MEMBERS**

6.1 The Council of each Partner Municipality shall be responsible to appoint two (2) or more Members to the LARBs and CARBs pursuant to this bylaw. Provided the members have taken the necessary training, the same individuals may be appointed to a LARB and CARB.

6.2 Each municipality may appoint one Member of their Council to the LARBs and CARBs pursuant to this bylaw. Provided they have taken the necessary training, Council Members may be appointed to a LARB and CARB.

6.3 Each municipality must rescind an appointment if the Member: (i) fails to successfully complete the training program set by the Minister; (ii) does not live up to their commitment to attend hearings; (iii) is no longer eligible pursuant to the Act and regulations passed thereto; or (iv) breaches the pecuniary interest provisions in s. 480 of the *Municipal Government Act* (RSA 2000, cM-26).

6.4 Notwithstanding section 6.1, Improvement District 12 shall be exempt from the responsibility to appoint Members to the LARBs and CARBs pursuant to this bylaw, subject to a valid and current agreement between the Specialized Municipality of Jasper and Improvement District 12.

### **7. TERM OF APPOINTMENT**

7.1 A Member may be reappointed to the Board at the expiration of his or her term.

7.2 A Member may resign from the Board at any time on written notice to the Designated Clerk to that effect.

7.3 Each municipality shall have the right to rescind the appointment of their Board member.

7.4 Upon being appointed, the Member must successfully complete the training as prescribed by the Minister prior to participating in a hearing.

## **8.0 JURISDICTION OF THE BOARD**

8.1 The Board shall have jurisdiction to exercise the functions of a LARB and the functions of a CARB under the provisions of the *Municipal Government Act* (RSA 2000, cM-26) in respect to assessment complaints made by taxpayers of a Partner Municipality.

## **9.0 DESIGNATED CHAIR**

9.1 On a rotating basis between Partner Municipalities, Councils of the Partner Municipalities must jointly appoint one Board Member as Designated Chair and must jointly prescribe the Designated Chair's term of office and remuneration and expenses.

## **10.0 DESIGNATED CLERK**

10.1 Councils of the Partner Municipalities must jointly appoint a Designated Clerk for the Regional Assessment Review Board.

10.2 The Designated Clerk, whenever possible, will be selected from the same municipality as the Designated Chair and be appointed for the same term of office.

## **11.0 PRESIDING OFFICER**

11.1 The Members of every Board established under section 5.1.2 of this bylaw will select a Presiding Officer from among themselves who will:

11.1.1 Preside over and be responsible for the conduct of hearings;

11.1.2 Vote on matters submitted to the Board unless otherwise disqualified; and

11.1.3 Sign orders, decisions, and documents issued by the Board.

## **12.0 HEARINGS**

12.1 Hearings will be held at such time as determined by the Designated Clerk, in the municipality where the property under complaint is located.

12.2 Each Partner Municipality shall provide, at their expense, adequate facilities for the hearings in their municipality.

12.3 The proceedings of the Board must be conducted in public except where the Board deals with information protected from disclosure under the provisions of the *Freedom of Information and Protection of Privacy Act* (RSA 2000, cF-25) and the *Municipal Government Act* (RSA 2000, cM-26).

12.4 The Designated Clerk shall attempt to have a majority of Members who do not reside in the municipality in which the property under complaint is located.

## **13.0 FEES**

- 13.1 The fees payable pursuant to s. 481(1) of the *Municipal Government Act* (RSA 2000, cM-26) shall be those established by each Partner Municipality for property located in that municipality, provided that such fees do not exceed the maximum fees set out in the *Matters Relating to Assessment Complaints Regulation Alberta Regulation* (AR 201/2017).

#### **14.0 COSTS AND REMUNERATION**

- 14.1 Each Partner Municipality shall pay for administrative costs associated with the operations of the Board in their respective municipality, including remuneration for Members, the costs associated with any Provincial Members, and any legal fees.
- 14.2 Unless otherwise determined by the Partner Municipality which appointed the Member, Members shall receive remuneration for training sessions, meetings, decision writing, reviewing draft decisions, and hearings in accordance with the meeting fees set for municipal councillors in the respective Partner Municipality.

#### **15.0 DISPUTE RESOLUTION**

- 15.1 In the event that a dispute arises between any of the Partner Municipalities regarding any of the clauses in this Bylaw, or over a financial matter regarding the operation of the LARBs or CARBs, the Chief Administrative Officers of the Partner Municipalities shall meet to consider the matter.
- 15.2 The decision of the panel of Chief Administrative Officers will be final.

#### **16.0 BYLAW AMENDMENTS**

- 16.1 In the event that the Council of a Partner Municipality wishes to amend the Regional Assessment Review Board Bylaw, the Clerk of that municipality will bring the proposed amendments to the Regional Board Review Committee for discussion and presentation to their respective Councils.
- 16.2 If the Councils of the Partner Municipalities cannot reach an agreement on the proposed amendments, the Mayors of the Partner Municipalities shall meet to consider the matter.
- 16.3 If a Partner Municipality intends to no longer be a part of the West Yellowhead Regional Assessment Review Board, they shall give the Councils of Partner Municipalities no less than thirty (30) days written notice of that intention prior to the meeting at which any motion or bylaw to cease participation in the Board is to be considered.

#### **17.0 SEVERANCE**

- 17.1 If any provision herein is found to be invalid by a court of competent jurisdiction, it shall be severed from the remainder of this Bylaw and shall not invalidate the whole bylaw.

#### **18.0 COMING INTO EFFECT**

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

**READ** a first time this    day of    , 2021

**READ** a second time this    day of    , 2021

**READ** a third time and finally passed this    day of    , 2021

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Mayor

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Chief Administrative Officer

DRAFT

**A BYLAW OF IMPROVEMENT DISTRICT NO. 12 TO ESTABLISH A REGIONAL ASSESSMENT REVIEW BOARD**

**BEING** a Bylaw of the Improvement District No. 12, in the Province of Alberta, to establish Assessment Review Boards and enter into an agreement with the **Municipality of Jasper** for the provision of Joint Assessment Review Board Services.

**WHEREAS** Section 455 of the *Municipal Government Act, RSA 2000, Chapter M-26*, as amended (hereinafter referred to as the "Act") permits two or more Councils to jointly establish assessment review boards to have jurisdiction in their respective municipalities;

**NOW THEREFORE** the Council of the Improvement District No. 12 in the Province of Alberta, duly assembled, hereby enacts the following:

**1. TITLE**

1.1 This Bylaw shall be known as the "Assessment Review Board Bylaw".

**2. DEFINITIONS**

2.1 In this bylaw:

- (a) "Assessor" means the appointed Assessor for the Improvement District No. 12.
- (b) "Board" means the Assessment Review Board whether convened as the Local Assessment Review Board or the Composite Assessment Review Board.
- (c) "Composite Assessment Review Board" or "CARB" means the Improvement District No. 12 Composite Assessment Review Board established in accordance with the MGA that hears complaints on assessment notices for property other than the property described in section 2.1(i) of this bylaw and section 460.1(1) of the MGA.
- (d) "Citizens-at-large" means a person who is not an appointed or elected official of the Municipality of Jasper or the Improvement District No. 12.
- (e) "Clerk" means the individual appointed by Council to carry out the duties and functions of the Assessment Review Board Clerk.
- (f) "Complaint" means a complaint under Part 11 or 12 of the Act.
- (g) "Complainant" means a person who has filed an assessment complaint in accordance with Section 460 of the Act.
- (h) "Council" means the Council of the Improvement District No. 12
- (i) "Local Assessment Review Board" or "LARB" means the Improvement District No. 12 Local Assessment Review Board established in accordance with the Act who hears complaints about assessment notices for:
  - i. residential property with 3 or fewer dwelling units, or
  - ii. farm land, or a tax notice other than a property tax notice, business tax notice or improvement tax notice.

- (j) “Member” means a member of the Assessment Review Board whether convened as the Local Assessment Review Board or the Composite Assessment Review Board.
- (k) “Regulation” means the Matters Relating to Assessment Complaints Regulation.
- (l) “Improvement District No. 12” means the Improvement District No. 12.

### **3. JOINT ASSESSMENT REVIEW BOARD SERVICES**

- 3.1 A local assessment review board is hereby established.
- 3.2 A composite assessment review board is hereby established.
- 3.3 The Improvement District No. 12 is hereby authorized to enter into an agreement with the Municipality of Jasper for the provision of Joint Assessment Review Board services.

### **4. MEMBERSHIP**

- 4.1 The Improvement District No. 12 hereby establishes a Local Assessment Review Board jointly with The Municipality of Jasper to have jurisdiction in the Improvement District No. 12.
- 4.2 The LARB consists of three Members who hear and decide matters in accordance with the Regulation, as follows:
  - (a) The Municipality of Jasper Local Assessment Review Board which consists of Citizens-at-large.
- 4.3 The Improvement District No. 12 hereby establishes a Composite Assessment Review Board jointly with The Municipality of Jasper to have jurisdiction in the Improvement District No. 12.
- 4.4 The CARB consists of three Members who hear and decide matters in accordance with the Regulation, as follows:
  - (a) The Municipality of Jasper Composite Assessment Review Board which consists of two Citizens-at-large; and one provincially appointed member who serves as the Chairperson.
- 4.5 The Improvement District No. 12 hereby delegates the appointment of the Chairperson and Members of the LARB and CARB to The Municipality of Jasper, as well as their term of office and remuneration, in accordance with section 203 of the Act.

### **5. CHAIRPERSON**

- 5.1 The Chairperson of the LARB and CARB:
  - (a) Shall preside over and be responsible for the conduct of the meetings;
  - (b) May limit a submission if it is determined to be repetitious or in any manner inappropriate;
  - (c) Shall vote on matters submitted to the Board unless otherwise disqualified; and
  - (d) Shall sign orders, decisions and documents issued by the Board.
  - (e) May delegate to any other appointed member any of the powers, duties or functions of the Chair.

**6. VICE CHAIRPERSON**

- 6.1 In the absence of the Chairperson, the Vice Chairperson shall preside at the meetings of the LARB.
- 6.2 In the absence of the Chairperson and the Vice Chairperson, one of the other Members of the LARB shall be selected by the Members to preside.
- 6.3 In the absence of the Chairperson, the Vice Chairperson shall sign orders, decisions and any other documents issued by the Board.
- 6.4 In the absence of the Chairperson and the Vice Chairperson, the other Member of the LARB selected by the Members to preside, shall sign orders, decisions and any other documents issued by the Board.

**7. QUORUM AND MEETINGS**

- 7.1 Two Members of the LARB shall constitute a quorum except when sitting as a one Member panel.
- 7.2 The provincial member plus one Member shall constitute a quorum for the CARB except when sitting as a one Member pane.
- 7.3 A Member of the Board who is for any reason, unable to attend the entire hearing of an appeal, shall not participate in the deliberations or decision of the Board.
- 7.4 All Members must vote on all matters before the Board unless a conflict of interest or pecuniary interest is declared.
- 7.5 The majority vote of those Members present and voting constitutes a decision of the Board.
- 7.6 The Board is authorized to make procedure rules for:
  - (a) Those matters that are not governed by the Act or the Regulation; and
  - (b) The conduct of its meetings, its hearings, and its business that is consistent with the Act, the Regulation and this bylaw.
- 7.7 Meetings will be held at such time and place as determined by the Clerk, in consultation with The Municipality of Jasper.

**8. CONFLICT OF INTEREST**

- 8.1 Where a Member of the Board is of the opinion that he or she has a conflict of interest in respect of a matter before the Board, the Member may absent himself or herself from Board proceedings while that matter is being discussed, provided that prior to leaving the meeting the Member:

- (a) Declares that he or she has a conflict of interest; and
  - (b) Describes, in general terms, the nature of the conflict.
- 8.2 The Clerk shall cause a record to be made in the meeting minutes of the Member's absence and the reasons for the absence.
- 8.3 For the purpose of this provision a Member has a conflict of interest in respect of a matter before the Board when he or she is of the opinion that:
- (a) He or she has a personal interest in the matter which would conflict with his or her obligation as a Member to fairly consider the matter; or
  - (b) Substantial doubt to the ethical integrity of the Member would be raised in the minds of a reasonable observer, if that Member were to participate in the consideration of that matter.

## **9. PECUNIARY INTEREST**

- 9.1 The pecuniary interest provisions of the Act apply to all Members of the Board while attending meetings of the Board.
- 9.2 A Board Member who fails to declare a pecuniary interest in a matter before the Board, or fails to absent himself or herself from proceedings dealing with such a matter, ceases to be a Member of the Board.

## **10. DUTIES AND PURPOSE**

- 10.1 The Board has the authority to hear and decide on Complaints filed with respect to matters on a tax and assessment notice issued by the Assessor, in accordance with the provisions of the Act.

## **11. GENERAL AUTHORITY**

- 11.1 No Board Member has authority to:
- (a) Pledge the credit or course of action of the Improvement District No. 12 or enter into any agreement on behalf of the Board or the Improvement District No. 12;
  - (b) Authorize any expenditure to be charged against the Improvement District No. 12 without prior approval of Council; or
  - (c) Act administratively except as delegated by the Improvement District No. 12 Chief Administrative Officer.

## **12. CLERK**

- 12.1 The Improvement District No. 12 hereby delegates the appointment of the Clerk to the Municipality of Jasper to serve the LARB and CARB.
- 12.2 In addition to duties prescribed by the Act, the Clerk will;
- (a) Provide administrative support to members and Chairperson as required; and



(b) Provide any notices on behalf of the LARB or CARB.

**13. COMPLAINT FEES**

13.1 Fees payable by persons wishing to make a Complaint or to be involved as a party or intervenor in a hearing before the Board and for obtaining copies of the Board's decisions and documents may be set by resolution of Council.

**14. EFFECTIVE DATE**

14.1 This Bylaw shall take effect upon the date of signing of the ministerial order.

READ A FIRST TIME this \_\_ day of April, 2022.

READ A SECOND TIME this \_\_ day of April, 2022.

READ A THIRD TIME this \_\_ day of April, 2022.

Council  
Officer

---

Chief Administrative

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DRAFT

Dated this \_\_ day of April, 2022

Between:

**The Municipality of Jasper**  
("Coordinator")

- and -

**Improvement District No. 12 (Jasper National Park)**  
("Partner Municipality")

#### AGREEMENT FOR REGIONAL ASSESSMENT REVIEW SERVICES BACKGROUND

- A. Councils for Municipality of Jasper and the Partner Municipality have passed bylaws to establish a joint Local Assessment Review Board and joint Composite Assessment Review Board (the Regional Assessment Review Board) having jurisdiction within their boundaries.
- B. The Municipality of Jasper is the Coordinator for property assessment complaints for the residents of Partner Municipality who enter into this agreement and who enact a bylaw in substantially the same form as the Bylaw attached in Schedule A.
- C. As for the Regional Assessment Review Board membership, this agreement shall establish the terms of membership and the administrative and policy framework of the Board.

The Parties agree as follows:

#### **1. AGREEMENT**

- 1.1. The following schedules form part of this agreement:  
Schedule A - Sample Bylaw  
Schedule B - Membership and Other Fees  
Schedule C - Services

#### **2. DEFINITIONS**

In this Agreement unless the context provides otherwise, the following words or phrases shall have the following meanings:

- 2.1. "Assessor" is the person appointed by the Partner Municipality to assess residents' property.
- 2.2. "Assistant Clerk" is a staff person employed by the Partner Municipality to provide service to the Complainant;

- 2.3. "CARB" is Composite Assessment Review Board as defined by the Municipal Government Act and the Matters Relating to Assessment Complaints Regulation;
- 2.4. "Clerk" is the staff person appointed by the CAO of the Municipality of Jasper to act as the Designated Officer to the Regional Assessment Review Board;
- 2.5. "Complainant" is an assessed person or taxpayer of the Partner Municipality who files a complaint regarding that person's tax or assessment notice;
- 2.6. "Coordinator" is The Municipality of Jasper
- 2.7. "LARB" is Local Assessment Review Board as defined by the Municipal Government Act and the Matters Relating to Assessment Complaints Regulation;
- 2.8. "Regional Board" means the Regional Assessment Review Board appointed to hear complaints about assessment or tax notices established in accordance with *sections 454 and 455 of the Municipal Government Act*.

### **3. PARTNER MUNICIPALITY RESPONSIBILITIES**

- 3.1. The Partner Municipality is entitled to receive Regional Assessment Review Board services provided it has passed a Bylaw in the form attached as Schedule A and pays the membership fee identified in Schedule B.
- 3.2. The Partner Municipality will participate in establishing the Regional Assessment Review Board.
- 3.3. The Partner Municipality will pay the membership fee in consideration for the services to be provided by the Coordinator. To continue participation, the membership fee is to be paid annually by January 31. The membership fee covers Services as defined in Schedule C.
- 3.4. Upon receipt of a complaint from an assessed person or taxpayer of the Partner Municipality and in addition to the membership fee, the Partner Municipality will pay additional administration and board fees identified in Schedule B. Any fees are payable 30 days upon receipt of invoice.
- 3.5. If legal services are required for general purposes to facilitate the administration of the complaint, (i.e. procedure questions) the cost of the service will be paid by the Coordinator.
- 3.6. If legal services are required for issues that relate to a specific complaint, the Coordinator will advise the Partner Municipality which has jurisdiction over the appeal and the cost of the service will be payable by the Partner Municipality, 30 days upon receipt of invoice. This includes legal services for challenges to the Court of Queen's Bench.
- 3.7. On or before January 31 in every year of the Agreement, the Partner Municipality will provide to the Coordinator the following information:
  - 3.7.1. The filing fees that will be payable by a Complainant in accordance with *section 481(1) of the Municipal Government Act (MGA)*.
  - 3.7.2. The contact information for the Assessor of the Partner Municipality.

- 3.7.3. The estimated deadline for Complainants to file complaints in the Partner Municipality.
- 3.7.4. Copies of Certificates evidencing the Insurance requirements referred to in Section 11 of this Agreement.
- 3.8. Immediately upon receipt of a complaint the Assistant Clerk shall:
- 3.8.1. Forward a copy of the complaint; the tax or assessment notice that is the subject of the complaint and any supporting documents to the Clerk;
- 3.8.2. Advise the Clerk if the complaint was received before the deadline set by the Partner Municipality and if the complaint filing fee was paid.
- 3.9. When required, the Assistant Clerk will administer withdrawn complaints in accordance with legislation and the Partner Municipality's practice.
- 3.10. Any other responsibilities as identified in Schedule C.

#### **4. COORDINATOR / CLERK RESPONSIBILITIES**

- 4.1. The Coordinator will annually review the membership fee. If a change is required to the membership fee, the Coordinator will notify the Partner Municipality of same in writing to the address in Section 12 of this Agreement no later than June 30th of the calendar year.
- 4.2. The Coordinator will provide services for the Partner Municipality as identified in Schedule C.
- 4.3. The Coordinator will at the request of the Partner Municipality, assist during discussions between the Assessor and the Complainant.
- 4.4. The Coordinator is responsible for the development of board composition including the total number of Members.
- If a vacancy on the Board occurs at any time, the Coordinator may appointment a new person to fill the vacancy for the remainder of that term.
  - The Coordinator may remove a Member for cause or misconduct.
- 4.5. The Coordinator is responsible for / to;
- Ensure the Board is fulfilling its mandate.
  - Consult with the Board on matters affecting the Board.
  - Develop policies, procedures and directives governing hearing processes, member conduct and other Board matters.
  - Evaluate member performance to identify areas where additional training may be required and prepare reports regarding performance and re-appointment of Members.
  - Ensure that Regional Board members receive training in accordance with the MGA and regulations.
  - Appoint Acting Clerks (when appropriate) to perform the Coordinator duties and functions provided they have successfully completed the training in accordance with the MGA and regulations.
  - Arrange the issue of refunds of filing fees in accordance with MGA and related regulations

- Obtain and or issue instructions to independent legal counsel for the Board when require.
- May, at the request of a Presiding Officer of the Board, sign orders, decisions and documents issued by the Board.
- May set fees payable for persons to obtain copies of the Board's decisions and documents.
- Keep a record of the complaints filed in accordance with the MGA and regulations.
- Retain paper records such as background information, correspondence, appeal notices and withdrawn appeals for ten (10) years upon receipt of such paper records.

## **5. BOTH PARTIES' RESPONSIBILITIES**

- 5.1. Both parties will make every reasonable effort to ensure that personal information that will be or is intended to be used in a complaint is both complete and accurate.

## **6. TERM**

- 6.1. The term of this Agreement is permanent, unless terminated by either party as follows:
- 6.1.1. The Partner Municipality may withdraw from this Agreement at any time upon ten (10) days written notice, forfeiting the full amount of the membership paid.
- 6.1.2. The Coordinator may terminate the agreement at any time upon six (6) months written notice to the Partner Municipality.

## **7. PRIVACY**

- 7.1. The Coordinator is subject to the Freedom of Information and Protection of Privacy Act (FOIP) and will protect the confidential information provided from unauthorized access or disclosure as permitted by law.
- 7.2. The Partner Municipality shall ensure that any information of a confidential nature which it provides to the Coordinator is clearly marked as such.

## **8. INFORMATION SHARING**

- 8.1. In order to process complaints for a property tax or assessment notice, the Coordinator is authorized to collect the following types of personal information:
- 8.1.1. Roll number
  - 8.1.2. Legal Address
  - 8.1.3. Civic Address
  - 8.1.4. Registered Owner Name(s)
  - 8.1.5. Registered Owner(s) mailing address and phone number
  - 8.1.6. Assessed Value and Assessment Class of the property under review
  - 8.1.7. Name, address and phone number of Registered Agent for the Owner
- 8.2. The specific personal information will be collected from the Partner Municipality.

- 8.3. The collection of personal information from a source other than the individual the information is about is authorized by FOIP Section 34(1)(b).

## **9. DISPUTE RESOLUTION**

- 9.1. All claims, disputes, and other matters arising out of this Agreement or relating to a breach thereof may, upon agreement of both parties, be referred to either:

9.1.1. Mediation: a voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties: or

9.1.2. Arbitration: a single arbitrator under the Arbitration Act, RSA 2000, A-43, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. The arbitrator will be appointed upon the agreement of both parties. If the parties are not able to agree on an arbitrator, the Alberta Court of Queen's Bench shall select one. All costs associated with the appointment of the arbitrator shall be shared equally between the Coordinator and the Partner Municipality unless the arbitrator determines otherwise in accordance with the Arbitration Act.

## **10. INDEMNIFICATION**

- 10.1. The Partner Municipality agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Coordinator, its Officers, Directors and Employees against all damages, liabilities or costs arising out of the property assessment complaints or disputes related to property assessment complaints.
- 10.2. The Partner Municipality is solely responsible for the property assessments and compliance with the outcome of the disputed property assessments.

## **11. INSURANCE**

- 11.1. The Partner Municipality shall maintain, in full force and effect with insurers licensed in the Province of Alberta the following insurance:

- 11.1.1. Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim \$2,000,000 per aggregate; and
- 11.1.2. General Liability insurance policy of not less than \$2,000,000 per occurrence. The Coordinator must be named as additional insured.

## **12. NOTICES**

- 12.1. Any notices or other correspondence required to be given to an opposite party shall be deemed to be adequately given if delivered to:

To the Partner Municipality at:  
Improvement District No. 12  
Attn: CAO  
17th Floor Commerce Place

10155 – 102 Street  
Edmonton, AB T5J 4L4  
Phone: 780-644-8481

To the Coordinator or Clerk at:  
Finance & Administration  
Municipality of Jasper  
Box 520, 303 Pyramid Lake Road  
Jasper, Alberta, T0E 1E0  
Phone: 780-852-6511

**13. SUCCESSORS**

13.1. This Agreement shall ensure to the benefit of and be binding upon the Parties and the successors and assigns thereof.

**14. ENTIRE AGREEMENT**

14.1. This Agreement is the whole agreement between the parties and replaces any prior agreement existing between the parties.

14.2. This agreement may not be modified, changed, amended or waived except by signed written agreement of the parties.

**15. COUNTERPART**

15.1. This Agreement may be executed in any number of counterparts by the parties. All counterparts so executed shall have the same effect as if all parties actually had joined in executing one and the same document.

The parties to this Agreement have signed by the hands of their proper officers.

Improvement District No. 12

The Municipality of Jasper

**SCHEDULE A – Improvement District No. 12 (Jasper National Park) Regional Assessment Review Board  
Bylaw**

REFER to Appendix A - BYLAW NO. 2021-01

DRAFT



**SCHEDULE B - MEMBERSHIP AND FEES**

1. ANNUAL MEMBERSHIP: \$2,000.00

2. ADDITIONAL FEES:

a. Withdrawn / Canceled Complaints:

i. In instances where a complaint is filed and withdrawn or canceled 7 or more calendar days prior to the scheduled hearing date (if any); the Partner Municipality will be obligated to pay a \$54.00 1 hour administration fee.

ii. In instances where a complaint is filed and withdrawn or canceled with 6 or less calendar days prior to the scheduled hearing date; the Partner Municipality will be obligated to pay for costs incurred by the Coordinator in accordance with s. 2(b) - (f) in this Schedule B.

b. Board Member Honorariums: In instances where a complaint proceeds to a hearing and decision; the Partner Municipality will be obligated to pay Board Member Honorariums in accordance with the following:

|                   |    | Up to 4 hours | 4-8 Hours | Over 8 Hours |
|-------------------|----|---------------|-----------|--------------|
| Presiding Officer | \$ | 219.00        | \$ 383.00 | \$ 601.00    |
| Panel             | \$ | 164.00        | \$ 290.00 | \$ 427.00    |

c. Board Support: \$54.00 / hour for time spent by Coordinator to prepare and distribute legislated documents, receive and record disclosure, prepare the agenda, attend the hearing and assist the Board with deliberations and decision writing.

d. Meals & Expenses: will be charged to the Partner Municipality in accordance with policies and procedures prescribed by the Coordinator. In the absence of a policy or procedure prescribed by the Clerk, The Municipality of Jasper policies and procedures will be applied.

e. Office / Print Supplies: will be charged to the Partner Municipality on a cost recovery basis.

f. Legal Services: will be charged to the Partner Municipality on a cost recovery basis.

## Schedule C – SERVICES

### SERVICES FOR MEMBERSHIP FEE

1. The following services are provided by the Coordinator to the Partnering Municipality on payment of the Membership Fee:
  - (a) Training for board member(s) & clerk(s)
  - (b) In-services / Assistant Clerk Workshops
  - (c) Production of Assistant Clerk Tool Box
  - (d) Business Travel for Advocacy

### SERVICES FOR ADDITIONAL FEES

2. The following services will be provided by the Coordinator at contract rates as set out in Schedule B.

AC = Assistant Clerk in Partner Municipality

A = Assessor for partner municipality

C = Coordinator/Clerk

#### GENERAL:

- AC • ensure complaint form(s) are available for ratepayers
- C • advise AC, A & Complainant regarding process; validity of complaint; Board mandate, operations, hearing procedures

#### RECEIPT OF COMPLAINT:

- AC • collect fee I verify deadline to file
- AC • forward complaint to Coordinator (s.5. agreement)

#### INTAKE:

- C • review of complaint for compliance with legislation
- C • forward copy of complaint to A
- C • assign file # and advise AC
- A • contact Complainant to determine if issues can be resolved; if so, provide and complete withdraw form
- A • advise C of status

#### SCHEDULING:

- C • contact AC to advise of W/D or determine hearing location
- C • book meeting rooms and AV resources for hearing & deliberations
- C • issue notice of hearing I assign panel members & board support I copy to minister if CARB
- C • receive and record disclosure

#### AGENDA:

- C • verify disclosure against filing deadlines I verify attendance of all parties I produce agenda and packages

HEARING / DECISION:

- C • attend hearing, provide support for the Board, produce a Record of Hearing
- C • attend deliberations, assist in production and distribution of decision

REPORTING / CLOSE OF FILE:

- C • provide AC with reporting package (Record of Hearing, invoice for service, statistics, survey re: best practices)

**OTHER**

3. The Coordinator may provide other services at such rates as the parties agree from time to time.

DRAFT

## AGENDA ITEM 7.1

### REQUEST FOR DECISION

**Subject:** Municipal Employee Housing Policy  
**From:** Bill Given, Chief Administrative Officer  
**Reviewed by:** Natasha Malenchak, Director of Finance & Administration  
Christine Nadon, Director of Protective & Legislative Services  
**Date:** April 19, 2022

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#### **Committee Recommendation:**

- That Council approve the Municipal Employee Housing Policy as presented.

#### **Options:**

- That Council approve the Municipal Employee Housing Policy with the following amendments.... (list amendments)
- That Council direct administration to revise the Municipal Employee Housing Policy based on the discussion today and return to a future committee of the whole meeting.

#### **Background:**

On September 14, 2021 committee passed the following motion:

- That Committee direct Administration to bring forward a draft policy to address all aspects of Municipal Staff Housing .

Since that time Administration has conducted a review of similar policies from other jurisdictions including Banff and Whistler. At the March 22, 2022 administration presented Committee with a draft Municipal Housing Policy. After making a few wording amendments Committee voted to recommend Council approve the policy as amended.

#### **Discussion:**

It is widely acknowledged that Jasper has a tight housing market characterized by low supply, low vacancy rates and high costs. In this context housing presents a key challenge for private sector employers and employees. As an employer the Municipality of Jasper faces the same challenges; lack of available affordable housing present a barrier to the recruitment and retention of qualified staff which in turn impacts the provision of municipal programs and services to the public.

As seen in Whistler and Banff, it is typical for the municipality to take an active role in employee housing in communities that face similar challenges as a result of limited supply and/or seasonal variations in housing. In the case of Whistler the policy indicates that the municipality takes a broad role in providing housing to both private sector and municipal employees. In contrast the Banff policy has a narrower focus on municipal employees and "associated agencies".

Administration is presenting the policy in draft form for council consideration. Should committee choose to

recommend Council adopt the policy administration would follow up to develop the related procedures and present them at a future committee meeting for council's information. This process will ensure that the administration procedures are aligned with Council's policy direction.

Highlights of the attached draft include:

- Commitment to fully complying with the Alberta Residential Tenancy Act.
- Setting rents at the lower of; 15% below the Jasper Market Rate for like properties, or 30% of the employee's gross monthly income.
- Commitment to ensuring maximum occupancy of employee housing units.
- Provisions for full-time municipal employees relocating to Jasper; seasonal or term municipal employees and; working with employers in Jasper to make use of units when they would otherwise be vacant.

**Relevant Legislation:**

- Alberta Residential Tenancy Act
- Jasper Community Sustainability Plan

**Strategic Relevance:**

- Governance and Social Equity – "...good governance, reflecting responsible, representative democracy at the local level, reinforcing openness, transparency and accountability.."
- Housing – "...Encourage the provision of staff housing by institutional leaseholders including ... the Municipality of Jasper..."
- Organizational Health – "...Develop or acquire more housing for municipal staff. "

**Financial:**

There are no immediate financial costs of adopting the policy.

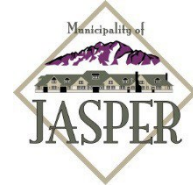
**Attachments:**

- Draft - Jasper Municipal Employee Housing Policy

**Policy Title: Municipal Employee Housing**

**Policy #:**

**Date adopted by Council:**



## 1. POLICY STATEMENT

Consistent with the Jasper Community Sustainability Plan and, in order to assist in the recruitment ~~and retention~~ of staff and to facilitate the provision of municipal programs and services, the Municipality of Jasper may provide rental housing **primarily** for employees of the Municipality.

The Municipality will apply consistent administrative and operational procedures related to all aspects of employee housing.

## 2. SCOPE

The policy applies to the housing units owned, leased, managed, and maintained by the Municipality.

## 3. STANDARDS

- 3.1. Administration practices shall be transparent and fully comply with the Alberta Residential Tenancy Act.
- 3.2. Rental rates for employee housing shall be set at the lower of; 15% below the Jasper Market Rate for like properties, or 30% of the employee's **total** gross monthly income **from all sources**.
- 3.3. The Municipality strives to ensure maximum occupancy of employee housing units with preference given in the following order:
  - 3.3.1. Transitional Housing for full-time employees relocating to Jasper, waiting for a **suitable market-rate** dwelling to become available via rental or purchase. Rental duration for transitional housing shall not exceed 36 months.
  - 3.3.2. Temporary Housing for seasonal or term employees during their period of employment with the municipality. Rental duration for temporary housing shall be aligned with the duration of employment with the municipality and include appropriate flexibility to facilitate moving in/out.
  - 3.3.3. Off-Season Use of any units allocated to seasonal or temporary housing by working with employers in Jasper to maximize occupancy while not displacing current or future Municipality employees. Rental duration for off-season use shall not exceed 6 months and rental rates shall be set at the Jasper Market Rate for like properties.

## 4. RESPONSIBILITIES

### Council

Review and receive for information annual employee housing reports  
Review and approve any revisions to this Policy.

### CAO

Prepare and present annual employee housing reports.  
Review and approve any procedures related to this Policy.

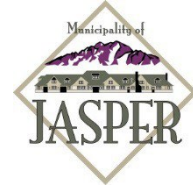
### Directors and Managers

Carry out the policy based on established procedures.

**Policy Title: Municipal Employee Housing**

**Policy #:**

**Date adopted by Council:**



## 5. DEFINITIONS

**“Jasper Market Rate”** means the average monthly rate rental charged for housing available on the private market in Jasper as determined through a bi-annual survey conducted by municipal administration.

**“Transitional Housing”** means housing available on a longer term basis to support an employee relocating to Jasper from some other place to take up full-time permanent employment with the Municipality.

**“Temporary Housing”** means housing available on a shorter term basis to support an employee relocating to Jasper from some other place to take up temporary or term employment with the Municipality.

**“Off-Season Use”** means the use of vacant housing units owned, leased, managed, and maintained by the Municipality.

DRAFT

## AGENDA ITEM 7.2

### REQUEST FOR DECISION

**Subject:** Rescind Policy B-009: Fiscal and Financial Control  
**From:** Bill Given, Chief Administrative Officer  
**Prepared by:** Christine Nadon, Director of Protective and Legislative Services  
**Date:** April 19, 2022

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#### **Recommendation:**

- That Council rescind Policy B-009: Fiscal and Financial Control.

#### **Background:**

At the March 15, 2022 regular meeting, Council approved Policy B-109: Fiscal Controls and Financial Reporting, which is intended to replace Policy B-009: Fiscal and Financial Control.

In order to complete the legislative process related to these policies, Administration is requesting that Council formally rescind Policy B-009.

#### **Strategic Relevance:**

- Governance and Social Equity – "...good governance, reflecting responsible, representative democracy at the local level, reinforcing openness, transparency and accountability.."
- Organizational Health – "...improve the organizational health of the Municipality of Jasper by fostering Council- Staff relationships and enhancing operational effectiveness, efficiency, responsiveness and adaptability..."

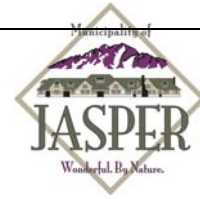
#### **Financial:**

There are no financial costs associated with rescinding this policy.

#### **Attachments:**

- Policy B-009: Fiscal and Financial Control





**Policy Title:** Fiscal & Financial Control

**Policy #** B-009

**Effective Date:** September 7, 2010

**Date adopted by Council:** September 7, 2010

## **POLICY**

Council supports decentralized decision-making with respect to purchasing with the goal of increasing efficiency without compromising effective and accepted fiscal management controls.

Council extends overall responsibility for the purchase of goods and services to the Municipal Manager, who will endeavor to ensure that the Municipality receives the best value.

The Municipality shall conduct fair and open tendering and purchasing practices in accordance with the Canadian Agreement on Internal Trade, and the North American Free Trade Agreement.

Fiscal controls and reporting shall be as outlined in the Administrative Procedures attached to this Policy.

A review of fiscal procedures and their implementation shall be included in the annual external audit of Council's financial operations, carried out by an independent and qualified auditor appointed by Council.

## AGENDA ITEM 7.3

Mayor and Council  
PO Box 520  
Jasper, Alberta  
T0E 1E0

March 31, 2022

Good Afternoon Mayor and Council,

National Volunteer Week is April 24-30, 2022. This week is set aside each year to recognize and thank volunteers around Jasper and Canada for the time and energy they contribute to causes that benefit our communities. National Volunteer week is also an opportunity to promote the benefits of volunteering to individuals and society.

The National Volunteer Week theme for 2022, **Volunteering is Empathy in Action**, affirms the strong connection between volunteerism and empathy. This profoundly human connection is at the heart of healthier individuals and stronger communities. Empathy is a quality that can help people relate to others and build awareness around different experiences. It connects people in ideas and actions and helps create bonds forged in common goals and aspirations. From coast to coast to coast in formal and informal settings, volunteers create caring, collaborative and compassionate communities.

During National Volunteer Week 2022, we celebrate the contributions of Canada's millions of volunteers: their actions, their understanding and their genuine concern for the world around them.

A group of community organizations have joined together to organize volunteer week celebrations for this year. Once again the events will be virtual in nature and we hope that you will participate. We are inviting Mayor and Council to record a taped message for the residents of Jasper acknowledging the many random acts of kindness we have witnessed through the many volunteer efforts in the past year. We would require your taped message by April 20 in order to launch it on social media for the 24<sup>th</sup>.

We have included a proclamation below and ask that Mayor and Council proclaim this important week to recognize the many contributions of volunteers in Jasper.

### Mayoral Proclamation for Volunteer Week 2022

WHEREAS, 24 million Canadians give their time to help others, contributing close to 5 billion volunteers hours per year; and

WHEREAS, volunteers in Jasper mentor our children, feed our hungry, comfort our lonely, beautify our green spaces, and fundraise for our charitable organizations; and

WHEREAS, volunteers in Jasper have stepped up during the COVID-19 pandemic to support families, friends, neighbours, and strangers, people standing up to systemic racism, and people sharing insights on how to create a more just and equitable society; and

WHEREAS, Jasper's volunteers are people of all ages and backgrounds; and

WHEREAS, the collective result of the work done by our town's volunteers is that Jasper is a more desirable place to live; and

WHEREAS, organizations in Jasper that rely on volunteers include such fundamental organizations as the Jasper Yellowhead Museum, Seton General Hospital, Friends of Jasper National Park, Jasper Food Bank, Jasper Municipal Library, Jasper Employment & Education Centre, Municipality of Jasper; and

NOW, THEREFORE, I Richard Ireland, Mayor of Jasper, do hereby proclaim April 24-30, 2022 as National Volunteer Week, and urge my fellow citizens to recognize the crucial role played by volunteers in our community.

Should you require any further information, please feel free to contact me at [afranklin@town.jasper.ab.ca](mailto:afranklin@town.jasper.ab.ca).

Kind Regards,



---

Angella Franklin

Member of the 2022 Volunteer Week Committee



# PROCLAMATION

## Volunteer Week 2022

**WHEREAS**, 24 million Canadian volunteers give their time to help others, contributing close to 5 billion volunteer hours per year; and

**WHEREAS**, volunteers in Jasper mentor our children, feed our hungry, comfort our lonely, beautify our green spaces, and fundraise for our charitable organizations; and

**WHEREAS**, volunteers in Jasper have stepped up during the COVID-19 pandemic to support families, friends, neighbours, and strangers, people standing up to systemic racism, and people sharing insights on how to create a more just and equitable society; and

**WHEREAS**, Jasper's volunteers are people of all ages and backgrounds; and

**WHEREAS**, the collective result of the work done by our town's volunteers is that Jasper is a more desirable place to live; and

**WHEREAS**, organizations in Jasper that rely on volunteers include such fundamental organizations as the Jasper Yellowhead Museum, Seton General Hospital, Friends of Jasper National Park, Jasper Food Bank, Jasper Municipal Library, Jasper Employment & Education Centre, Municipality of Jasper and

**NOW, THEREFORE**, I, Richard Ireland, Mayor of Jasper, do hereby proclaim April 24-30, 2022, as National Volunteer Week, and urge my fellow citizens to recognize the crucial role played by volunteers in our community.

*Richard Ireland*

Municipality of Jasper Mayor

## AGENDA ITEM 7.4



### REQUEST FOR DECISION

**Subject:** WYRWMA Governance and Administrative plan  
**From:** Bill Given, Chief Administrative Officer  
**Date:** April 19, 2022

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#### **Committee Recommendation:**

That Council approve the West Yellowhead Regional Waste Management Authority and the Management Agreement in principle, as presented, and that committee direct the Mayor to confirm with other representatives of the board the understanding of the term Municipalities in clause 23.

#### **Alternatives:**

- That Council direct administration bring back additional information with respect to the proposed agreements to a future committee meeting.
- That Council take a position that the existing Yellowhead Regional Waste Management Authority Agreement stay in place.

#### **Background:**

The West Yellowhead Regional Waste Management Authority (the Authority) is a long-standing inter-municipal partnership. It operates a municipal solid waste disposal system on lands located west and adjacent to the Town of Hinton.

The Authority membership consists of Yellowhead County, Town of Hinton, Town of Edson and Municipality of Jasper, with two council appointees from each municipality forming the authority board. This board and its functions are established by an inter-municipal agreement (last updated in 2014 when Jasper was added to the authority).

On August 3, 2021 Jasper council Council provided support in principle for the Authority to transition to a commission. Since that time CAO's from the partner municipalities have reviewed the situation and recommended to the Authority board that the transition to a commission be paused so the more pressing issue of ongoing management support could be addressed.

Attached, are a revised Yellowhead Regional Waste Management Authority Agreement and the new Management Agreement. Both documents are being proposed to the partner councils at the same time, with the recommendation for approval. A copy of the current agreement from 2014 is attached for council information.

#### **Discussion:**

Historically the Town of Hinton has provided the management support for the Authority and the Authority board. The scope and responsibilities of this support have previously been somewhat loosely defined. The Town has identified a desire to no longer act in this role and Yellowhead County has offered to take on the function – with an expectation that roles, responsibilities and a commitment from the partners be better defined.

The revised Authority agreement clearly outline the duties of each authority partner, how new partners are introduced into the authority, financial obligations and processes of the authority, the need for an administrative head for the authority, as well as the general operations of the authority. It should be noted that the MD of Greenview (Grande Cache area) is currently in the process of becoming a partner and will have to sign up to the current agreements but has been approved under the old process which will not require council approval.

The need for the administrative head for the authority is defined in the management agreement which outlines the duties, payment, termination, as well as dispute resolution processes involved with the position. As noted above, Yellowhead County is willing to serve as the new administrative head for the operations and finances of the Regional Waste Management Authority and perform the duties outlined in the management agreement. The agreement proposes May 1, 2022 as the start date to accommodate the current consultant who has given his notice for the end of April.

The initial year's total payment of \$100,000 for the administration of the authority is based on the current rate and will be reviewed after the first year to ensure it is an accurate reflection of the costs.

In discussions with the authority board, it has agreed to work with the proposed set of agreements in the interim, and they will review the need for a waste commission over the coming year. This will allow the authority a chance to review the efficiencies of working with the new management structure prior to finalizing the decision on a waste commission.

### **Strategic Relevance:**

#### ***Environmental Responsibility***

- Pursue waste management initiatives including:
  - Waste reduction and diversion
  - Equity in waste management and water fees
  - Review of garbage, sewer, recycling and composting programs
  
- Continue engagement in regional waste management initiatives through the West Yellowhead Regional Waste Management Authority;

#### **Attachments:**

- Yellowhead Regional Waste Management Authority Agreement 2022
- Management Agreement 2022
- West Yellowhead Regional Waste Management Authority 2014

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2022

Between:

**YELLOWHEAD COUNTY**

Of 2716 – 1<sup>st</sup> Avenue, Edson, AB T7E 1 N9  
(Hereinafter referred to as "Yellowhead")

-and-

**TOWN OF HINTON**

Of 131 Civic Center Road, Hinton, AB T7V 2E5  
(hereinafter referred to as "Hinton")

-and-

**TOWN OF EDSON**

Of 605 - 50 Street, Edson, AB T7E 1T7  
(hereinafter referred to as "Edson")

-and-

**MUNICIPALITY OF JASPER**

Of Box 520, Jasper, AB T0E 1E)  
(hereinafter referred to as "Jasper")

WHEREAS Yellowhead, Hinton, Edson and Jasper (collectively, the "Municipalities") have entered into agreements to create the West Yellowhead Regional Waste Management Authority (the "Authority"), most recently reflected in an agreement between the Municipalities dated January 1, 2014 (the "2014 Agreement");

WHEREAS the Municipalities desire that the Authority continues to be responsible for managing and operating the disposal of regional solid waste through a landfill (the "Regional Landfill") located on lands legally described as

Part of NE 1/2 29-50-25-W5M; Part of SE 1/4 32-50-25-W5M; and Part of SW 1/4 33-50-25-W5M

(the "Landfill Site").

WHEREAS each of the Municipalities has authorized the making of an agreement with respect to the joint ownership, maintenance, operation and use of the Regional Landfill;

WHEREAS the Municipalities wish to set out the terms upon which the Authority will manage the Regional Landfill and other waste management services as described herein, and upon which they will manage, maintain and share responsibility for the Authority;

NOW THEREFORE, the Municipalities subject to the terms, covenants, and conditions contained herein agree to as follow:

### **General Conditions**

1. This Agreement shall replace and supersede the 2014 Agreement.
2. The Municipalities agree to the establishment and continuation of the West Yellowhead Regional Waste Management Authority for the purpose of jointly owning, managing, maintaining and operating the Regional Landfill and such other solid waste management activities as may be agreed upon from time to time by the Municipalities, on and subject to the terms set out herein.

### **Representatives and Meetings of the Authority**

3. Each Municipality shall appoint two (2) Council members as voting representatives and one administrative non-voting representative to the Authority (such individual members referred to in this section as "Board Members" and collectively as the "Board") to carry out the obligations of the Authority set out in this Agreement. Each Municipality may determine the length of appointment of its members to the Board, and may choose to appoint one or more Councillors to serve as alternate Board Members of that Municipality.
4. The Board Members shall elect annually from among the voting representatives, a Chairperson and a Vice-Chairperson, who will remain voting representatives of the Board. Meetings of the Board shall be held not less than twice per year for the Authority to review progress reports on the operation of the Regional Landfill.
5. The Board shall develop, establish, and maintain policy, rules and regulations for the calling of meetings governing its proceedings and generally for the transaction of business which shall include the following:
  - a. The Chairperson of the Board may call a non-regularly scheduled meeting on proper notice.
  - b. At least three (3) clear days' notice of a non-regularly scheduled meeting of the Board shall be given to each Board Member if given to the representative personally or by email to the email address each representative shall provide to the Chairperson, provided that any representative may waive notice.
  - c. Any five or more of the voting Board Members shall be a quorum at a meeting of the Board.
  - d. The Chairperson shall preside at meetings of the Board, and in the absence of the Chairperson the Vice-Chairperson shall preside, and in the absence of the Vice-Chairperson the meeting may elect a Chairperson.



- e. A resolution in writing signed by all the voting Board Members shall be of the same force and effect as if the same had been passed by the majority of the votes cast at a fully constituted meeting of the Board.
- f. A simple majority will be required in all votes at meetings of the Board, and a tie vote shall be defeated.

### **Operations of the Authority**

- 6. The Authority shall operate, maintain, control, and manage the Regional Landfill and may enter into agreements with other parties for the operation, maintenance, control, and management of the Regional Landfill or any portion thereof.
- 7. The Authority shall enter into an agreement with one of the Municipalities or a third party entity agreed to by the Authority (the "Administrator") to provide administrative services and to receive, disburse and account for the funds of the Authority, in a manner consistent with the principles set out herein. It is understood by the Municipalities that the operational and administrative responsibilities of the Municipalities set out herein will be performed by the Administrator, except as otherwise agreed or set out in the Authority's agreement with the Administrator. The Authority may vote to change or replace the Administrator in a manner consistent with this Agreement and the terms of any such agreement with the Administrator.
- 8. The Authority shall have the responsibility to set and establish fees and/or charges to individuals and/or companies for the acceptance of refuse at the Regional Landfill.
- 9. The Authority may enter into agreements with the Government of the Province of Alberta, the Government of Canada or any of their respective agencies and/or private industry for capital or operational assistance. Any grant funding or other assistance shall be allocated to the costs and expenses of the Authority when determining any operating deficits in accordance with this Agreement.
- 10. The Authority shall have specific authority on behalf of the Municipalities to apply for and obtain any necessary regulatory permits or approvals in connection with the Regional Landfill or other operations of the Authority.
- 11. The Authority shall have specific authority to receive and expend funds within the annual budget approved by the Municipalities.
- 12. The Authority shall develop and make recommendations to the Councils of each Municipality regarding future waste management systems that extend beyond the life of the Regional Landfill, and for other potential waste management services within the Municipalities, having regard to:
  - a. Vision of the Authority: The Authority is to be the leader in regional waste reduction through collaborative efforts to reduce, reuse, recycle, recover and the effective management of waste in the West Yellowhead Region.

- b. Mission: The purpose of the Authority is to manage waste on a regional basis through the promotion of environmental stewardship to reduce waste disposed at the Regional Landfill.
- c. Guiding Principles: (i) The Authority is a regional body that provides an overall environmental stewardship umbrella; (ii) The Authority recognizes the individual municipality's specific needs and uniqueness of their current operations; and (iii) The Authority promotes reduce, reuse, recycle, recover and effective waste management.

## **Finances**

13. The Municipalities shall share the annual net operating deficit of the Regional Landfill and other costs incurred by the Authority according to the ratio of tonnes hauled and deposited from the Municipalities to the Regional Landfill for disposal. The ratio is based on the tonnes of waste hauled and deposited from each Municipality over the total amount of waste hauled and deposited to the Regional Landfill, which shall be continually tracked and updated annually.
14. The Municipalities agree that the annual net operating deficit shall, for purposes of this agreement be defined as the difference between all revenues from all sources and all expenditures related to the operation of the Landfill and any other operations of the Authority, in a calendar year. For clarity, this annual net operating deficit shared on the basis of the total ratio of tonnage for the Regional Landfill described in section 13, shall also include contributions to a capital reserve fund to be used for future upgrades to the Regional Landfill to meet operational needs and regulatory requirements, and to fund closure and post-closure requirements and liabilities. Such reserve funding shall form part of the budget presented by the Administrator and for which each Municipality shall be responsible for its proportionate share in accordance with section 13.
15. The Authority shall discharge all the financial obligations of the Authority according to a budget approved by each of the Municipalities.
16. The Authority shall keep accurate and current financial records of any and all transactions related to the operation of the Regional Landfill and such records shall be made available to the Municipalities on request within a reasonable period of time.
17. On or before the first day of December in any year of the agreement the Authority shall submit to the Municipalities an interim capital and operational budget for the following year in a manner and form acceptable to the Municipalities.
18. The Municipalities shall respond in writing to the Authority in regards to content of the interim budget in a timely fashion and such response shall not be unreasonably withheld or delayed. The response may either be an approval of the interim budget or a refusal to approve the interim budget with a specific statement of the reasons why the approval of the interim budget is being refused.
19. Interim budget approval by the Municipalities shall be deemed approval to the Authority to discharge any financial obligations resulting from previous and current year's legal or statutory

obligations from the first day of January of any current year until final budget approval is received.

20. On or before the first day of May in each year of this agreement the Authority shall submit to the Municipalities the finalized capital and operation budget for the current year and an audited financial statement of the previous year in a manner and form acceptable to the Municipalities.
21. The audited financial statement shall contain details of each Municipality's liability related to the Authority based on the provisions of this Agreement.
22. The Municipalities shall respond in writing to the Authority on the final budget for the current year in a timely fashion and such response shall not be unreasonably withheld or delayed.
23. In the event that one (1) or more of the Municipalities withhold approval of the Authority's final budget the dispute resolution provisions set out in this Agreement shall apply.
24. Final budget approval by the Municipalities shall be the specific authority for the expenditure of funds by the Authority to operate the Regional Landfill on behalf of the Municipalities in the year in question.
25. The Parties recognize and agree that the Authority shall have specific authority to reallocate funds within the approval budget as may be required for operational reasons provided that the total amount approved in the budget is not exceeded in the current year.
26. Specific authority is given by the Municipalities to the Authority to deal with emergency situations requiring the expenditure of funds not contained or contemplated in the approved budget.
27. The Authority will invoice each municipality monthly. The Authority shall invoice annually where there is a net operating deficit.
28. In the event that funds are required for an emergency the Authority shall, as soon as practical provide written documentation to the Municipalities detailing the emergency situation and the amount required from each Municipality to address or remedy the emergency situation. Each Municipality shall pay the require amount to the Authority within a reasonable period of time.
29. Except in an emergency situation, the Authority shall seek prior written approval from the Municipalities for the expenditure of any funds not in the approved budget.
30. The Authority shall be at liberty to invest any excess funds in short term bank deposit receipts.
31. It is recognized and understood that preparation of financial records, budgets, invoicing and management of financial matters set out in this section on behalf of the Authority shall be the responsibility of the Administrator, unless otherwise agreed upon by the Municipalities.

### **Liability and Indemnity**

32. In addition to the direct operational costs of the Regional Landfill, the Municipalities agree that any other costs, damages, claims or losses of the Authority shall also be borne proportionately by the Municipalities on the basis of the ratio of the tonnes of waste hauled and deposited from each Municipality over the total amount of waste hauled and deposited to the Regional Landfill. Such liability shall include, without limitation:
- a. Any costs or liabilities required by applicable laws or regulations to manage the Regional Landfill during operations, during closure, and post-closure of the Regional Landfill;
  - b. Any costs or liabilities incurred by Yellowhead or any other party acting as the Administrator or arising from actions undertaken in good faith by the Administrator in connection with its administration of the Authority;
  - c. Any costs or liabilities related to the Landfill Site (including the contamination or reclamation thereof), whether directly incurred or claimed against the Authority or Hinton as the registered owner of the Landfill Site.
33. Each Municipality hereby agrees to indemnify the other Municipalities to the extent of each Municipality's proportionate share of any and all obligations, costs (including reasonable legal costs), damages, claims and expenses of the Authority as further described in section 32 above, and such indemnity shall survive the termination of this Agreement for any reason.
34. The Municipalities agree that nothing in this Agreement is intended to relieve any Municipality from liability for its municipal waste hauled and deposited to the Regional Landfill for disposal.

### **Insurance**

35. The Authority shall ensure that the Administrator maintains Commercial General Liability Insurance and Standard Form Automobile Liability Insurance in such amounts and on such terms as determined by the Board, provided that absent further agreement by the Municipalities:
- a. The commercial general liability insurance policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
    - i. A limit of liability of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000;
    - ii. The addition of the Authority as an additional insured with respect to the operations of the Named Insured;
    - iii. The inclusion of a provision for cross liability and severability of interest in respect of the Named Insured;
    - iv. Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96);

- v. Products and completed operations coverage;
  - vi. Broad Form Property Damage;
  - vii. Contractual Liability;
  - viii. Owners and Contractors Protective; and
  - ix. Hostile fire;
- b. The Standard Form Automobile Liability Insurance shall comply with all requirements of the current legislation of the Province of Alberta, and have an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Administrator;
  - c. Such policies of insurance shall provide 30 days prior notice of cancellation. To achieve the desired Automobile Liability and Commercial General Liability limits, umbrella or excess liability insurance may be used.
36. As the registered owner of the Landfill Site, Hinton will provide additional insurance that the Municipalities shall deem necessary to adequately keep and save harmless the Municipalities from any and all claims arising from the operation of the Regional Landfill. Premiums and deductible costs will be shared by the Parties as part of the annual operating expenses.
37. The Administrator shall be responsible for recommending such further or other types or amounts of insurance to the Municipalities from time to time.

### **Dispute Resolution**

38. The Municipalities agree that in the event of any dispute between the Municipalities under this Agreement, the Municipalities shall be entitled to receive copies of any and all documents, papers, contracts, correspondence, and all other material relevant to the dispute from the Administrator and the Municipality requesting the material shall bear the reasonable cost of providing the copies.
39. The Municipalities agree that the first step to resolve a dispute shall be to seek resolutions by negotiations between the Municipalities. Any dispute shall initially be referred to the Chief Administrative Officers of the Municipalities. Should a dispute not be resolved through discussion and negotiation between Chief Administrative Officers, the dispute may be referred for discussion between the elected Councils of each of the Municipalities, who agree to make reasonable efforts to discuss and consider such concerns.
40. The Municipalities agree any questions or differences whatsoever touching this Agreement that are not settled by negotiations between the Municipalities as set out above shall be referred to binding arbitration by serving notice on the Administrator and the Municipalities of its intention and outlining in sufficient detail the nature of the dispute and the remedy sought. Notice shall be deemed received within seven (7) clear days when sent by regular mail to the corporate office of the Municipalities and the mailing address of the Authority.

41. Such arbitration shall be heard by a single arbitrator to be agreed upon by the Municipalities hereto or failing agreement to be appointed pursuant to the provisions of the *Alberta Arbitration Act*. Such Arbitrator shall have all the powers conferred on arbitrators by the *Arbitration Act* or any statutory modification or reenactment thereof for the time being in force.
42. The decisions or awards of the appointed Arbitrator shall be final and binding on the Municipalities except on a point of law or jurisdiction which may be appealed to a Court having jurisdiction.

### **Withdrawal and Addition of Members or Dissolution of the Authority**

43. The Municipalities agree to continue this Agreement for the operational life of the Regional Landfill or until final reclamation and release is received from the applicable regulatory authority.
44. Any Municipality may request to withdraw from the Authority by serving at least one (1) year's written notice of its intention on or before the last day of December of any given year, to be effective following the last day of December in the year following.
45. There must be unanimous agreement between the Municipalities to allow any Municipality to withdraw, and such agreement shall not be subject to appeal or any dispute resolution process provided for in this Agreement.
46. Subject to the unanimous approval of the Councils of the Municipalities, the Authority may resolve to wind up its affairs whereupon the affairs of the Authority shall be wound up as expeditiously as possible. The assets and liabilities (including any future liabilities as set out below) of the Authority shall be divided amongst the Municipalities on a basis which reflects the relative total tonnage of waste deposited in the Regional Landfill from each of the Municipalities as described in section 13.
47. The Municipalities shall, prior to dissolution, negotiate a formal agreement, provide for the winding up of the Authority's affairs and the appointment of a custodian to manage the Regional Landfill until final reclamation and release of the Regional Landfill by the applicable regulatory authority(ies).
48. In the event of a dispute over the dissolution agreement or conditions contained therein, the Municipalities shall rely on the dispute resolution process contained in this Agreement.
49. Any Municipality which is permitted to withdraw as a member of the Authority shall have no interest in or claim against any assets of the Authority from and after the said effective date of the withdrawal.
50. The Municipalities may agree at any time to admit a new member of the Authority, on terms acceptable to the Authority. The Authority may, by majority vote, recommend to the Councils of the Municipalities the addition of a new member on certain terms and conditions. Admission of the new member shall require approval by the majority of the Councils of the existing Municipalities (for clarity, a tie vote on the admission of a new member would be defeated). Upon such approval, the Municipalities shall execute an amended Agreement consistent with

the terms and conditions approved by the majority of the Councils, provided that such agreement shall include:

- a. A requirement that the new member shall pay a rate in the first year of operations which is \$4.00 above the applicable municipal rate at the time of admission; and
- b. A requirement that the new member make a contribution to the existing capital reserves of the Authority, in an amount as determined and recommended by the Board.

Should the parties not reach such an agreement, they shall have recourse to the dispute resolution process set out in this Agreement.

**Severance and Amendment**

51. The Municipalities agree that if any provision of this Agreement shall be prohibited by or judged by a Court to be unlawful, void, or unenforceable such provision shall to the extent required be severed from this Agreement. The remaining provisions of this Agreement shall not as far as possible be changed or modified and all other terms and conditions not so severed shall continue in full force and effect.

52. This Agreement constitutes the entire agreement between the Municipalities hereto with respect to the subject matter herein contained.

53. This Agreement shall inure to the benefit of and be binding upon the Municipalities their successors and approved assigns

54. This Agreement may be amended at any time by mutual written agreement of all the Municipalities.

IN WITNESS WHEREOF the parties hereto affix their hands and seal on the day first above written.

YELLOWHEAD COUNTY

TOWN OF HINTON

Per: \_\_\_\_\_  
(corporate seal)

Per: \_\_\_\_\_  
(corporate seal)

Per: \_\_\_\_\_

Per: \_\_\_\_\_

TOWN OF EDSON

MUNICIPALITY OF JASPER

Per: \_\_\_\_\_  
(corporate seal)

Per: \_\_\_\_\_  
(corporate seal)

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**MANAGEMENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

**TOWN OF HINTON, TOWN OF EDSON, YELLOWHEAD COUNTY AND  
MUNICIPALITY OF JASPER**  
(collectively, the "Authority")

OF THE FIRST PART

**YELLOWHEAD COUNTY**  
(the "Manager")

OF THE SECOND PART

WHEREAS the Town of Hinton, the Town of Edson, Yellowhead County and the Municipality of Jasper have entered into an agreement to create the West Yellowhead Regional Waste Management Authority;

WHEREAS the Authority is responsible for the management of a regional landfill located at in the Town of Hinton as hereinafter described; and

WHEREAS the Authority desires to have the Landfill and the operation and administration of the Authority managed by the Manager and desires to appoint the Manager for those purposes subject to the terms and conditions of this Agreement; and

WHEREAS the Manager has agreed to provide management and administration services for the Landfill and for the Authority's operations and has agreed to accept an appointment as Manager of the Landfill in accordance with the terms and conditions of this Agreement; and

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises and covenants herein contained the parties hereto agree with each other as follows:

**1. ARTICLE 1: Definitions**

1.1 Capitalized words used in this Agreement shall have the meaning set forth below, unless the context otherwise requires:

- (a) "Agreement" means this Agreement, and includes any schedules thereto;
- (b) "Authority" means the West Yellowhead Regional Waste Management Authority of which the Town of Hinton, the Town of Edson, Yellowhead County and the Municipality of Jasper are members by agreement;



## Appendix "A"

- (c) "Authority Agreement" means the Agreement for the formation and operation of the West Yellowhead Regional Waste Management Authority, and includes any addenda and amendments thereto;
- (d) "Board" means the elected representatives of each Participating Municipality as described in the Authority Agreement;
- (e) "Landfill" means the Lands and any improvements thereon presently existing or as added in the future;
- (f) "Lands" means those lands legally described as Part of NE 1/2 29-50-25-W5M; Part of SE 1/4 32-50-25-W5M; and Part of SW 1/4 33-50-25-W5M;
- (g) "Manager" means Yellowhead County;
- (h) "Participating Municipality" means any of the Town of Hinton, the Town of Edson, Yellowhead County or the Municipality of Jasper as the context requires; and Participating Municipalities means all of the Town of Hinton, the Town of Edson, Yellowhead County and the Municipality of Jasper.

### **2. ARTICLE 2: Interpretation**

- 2.1 The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect or be considered in the construction or interpretation of this Agreement.
- 2.2 Wherever the singular, masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, feminine, body corporate or body politic where the fact or context so requires.
- 2.3 This Agreement shall be construed, governed and interpreted in accordance with the laws of the Province of Alberta.

### **3. ARTICLE 3: Retainer of Manager**

- 3.1 The Authority hereby retains the Manager to be its representative and manager of the Landfill and to provide all necessary management and administrative services, including all aspects of financial administration, for the Landfill and for the Authority's operations as further described in Schedule "A".
- 3.2 The Manager hereby agrees to manage the Landfill on behalf of the Authority in a faithful, diligent and proper manner and agrees that at all times the Manager shall act in the best interests of the Authority. The Manager further agrees that it shall be subject to the overall control and instructions of the Board and shall forthwith implement the specific instructions of the Board.

## Appendix "A"

- 3.3 The Manager is hereby authorized to act on behalf of the Authority and to enter into such agreements in the name of the Authority as may be necessary in the performance of the Manager's duties hereunder.
- 3.4 The duties of the Manager shall not include the duties of the Board, except as specifically provided for under this Agreement.
- 3.5 In discharging its responsibilities under this Agreement, the Manager shall not make any expenditure nor incur any non-recurring obligation, unless such expenditure or obligation is provided for in the current budget for the Authority; provided that the Manager may, on behalf of the Authority, without prior consent, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which involve a danger to, or threaten the safety of, the Landfill, or threaten the suspension of any services provided by the Authority, or which threaten the safety of any person.

### **4. ARTICLE 4: Term of Agreement**

- 4.1 The term of this Agreement shall be for five (5) years, commencing on **May 1, 2022** and ending on April 30, 2027, unless terminated earlier in accordance with the terms contained herein. Upon mutual consent, the contract can be extended for a further period of five (5) years ending April 30, 2032.

### **5. ARTICLE 5: Termination**

- 5.1 The Authority may terminate this Agreement for any reason upon giving twelve (12) months' written notice to the Manager, provided that such termination shall have been authorized by ordinary resolution of the Board and a certified copy of such resolution shall be provided to the Manager with the written notice.
- 5.2 The Manager may terminate this Agreement for any reason upon giving twelve (12) months' written notice to the Authority of such termination.
- 5.3 Termination of this Agreement shall in no way relieve the Manager from any of its obligations pursuant to this Agreement accruing or arising prior to termination. The Manager agrees to provide reasonable assistance in transitioning information to a new manager or other party responsible for the Landfill and/or the Authority following termination of this Agreement.
- 5.4 The provisions of this Agreement which, by their context, are intended to survive the expiry or termination of this Agreement (including without limitation with respect to the indemnities set out herein), shall so survive the expiry or termination of this Agreement.
- 5.5 Upon termination of this Agreement, the Manager shall, within a reasonable time after termination (such time not to exceed 90 days), render a final accounting to the Authority and pay over any funds in the Manager's possession or control which are being held to the credit of the Authority, less any amount necessary to satisfy commitments made by the Manager to others pursuant to this Agreement or pursuant to the direction of the Authority that were made prior to the date of termination.

- 5.6 Upon termination of this Agreement the Manager shall deliver to the Authority all contracts, records, files and other documents or information which are relevant to the operation of the Landfill or the operations of the Authority, and the Authority shall provide access to the Manager at all reasonable times, upon reasonable notice, to any such contracts, records, files and other documents or information subsequent to termination of this Agreement.
- 5.7 Upon termination of this Agreement the Authority shall assume the obligations of any and all contracts which the Manager has made pursuant to this Agreement or at the direction of the Authority.

**6. ARTICLE 6: Payment**

- 6.1 The Authority shall pay to the Manager as compensation for the services rendered by the Manager in accordance with this Agreement, the sum of \$100,000 per annum (exclusive of GST) during each year of the term of the Agreement.
- 6.2 Notwithstanding the foregoing, the Authority and the Manager agree to review in good faith such annual payment prior to the end of the first year of the term, and to consider adjustments to such compensation for the remaining term of the Agreement.
- 6.3 The compensation to be paid to the Manager shall be incorporated in the annual budget of the Authority and shall be paid in quarterly installments to the Manager during each year of the term of the Agreement.
- 6.4 In the event the Agreement is terminated part way through any year of the Term, the compensation to be paid to the Manager shall be paid on a pro rata basis up to the date of such termination.

**7. ARTICLE 7: Dispute Resolution**

- 7.1 The parties shall first attempt to resolve any dispute relating to this Agreement by good faith negotiations. If, after 20 days, it becomes apparent to either party that the dispute will not be resolved by such negotiations, then either party may request that the dispute be submitted to final and binding arbitration.
- 7.2 If the dispute is submitted to arbitration pursuant to this Agreement, the following shall apply:
- (a) Within 15 days of arbitration notification under this Agreement, the parties shall attempt to agree on a single arbitrator to hear and resolve the dispute;
  - (b) If the parties cannot agree on a single arbitrator within the 15 days, either party may apply, upon notice to the other, to a Justice of the Court of Queen's Bench of Alberta, who shall have jurisdiction to nominate such arbitrator;

- (c) The arbitrator appointed will proceed to immediately hear and resolve the dispute having regard to all the provisions of this Agreement, and the arbitrator's decision shall be final and binding upon the parties.
- (d) The cost of the arbitration, including any court applications, shall be borne equally between the parties to the arbitration unless the arbitrator shall otherwise decide.
- (e) Except as to matters otherwise provided herein, the provisions of the Arbitration Act (Alberta), or any successor statute, shall apply.

## **8. ARTICLE 8: Indemnities and Insurance**

### Indemnification for Injury to Persons or Property

- 8.1 The Authority shall indemnify and save harmless the Manager, its officers, directors, servants, agents, employees or workmen, from and against any and all losses, claims, damages, costs (including legal costs on a solicitor and his own client basis), expenses and liability due to or arising out of damage or injury to any persons or property in any way connected with the Landfill, and the Authority shall defend at the expense of the Authority all suits due to or arising out of damage or injury to any persons or property in any way connected with the Landfill which may be brought against the Manager, its officers, directors, servants, agents, employees or workmen, except that there shall be no indemnity and no defense provided in the case of any gross negligence or willfully harmful act or omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen.

### Indemnification for Management of Landfill

- 8.2 The Authority shall indemnify and save harmless the Manager, its officers, directors, servants, agents, employees or workmen, from and against any and all losses, claims, damages, costs (including legal costs on a solicitor and his own client basis), expenses and liability as a result of any act done, or any failure to do any act in carrying out the management of the Landfill or in performing specific instructions given by the Authority, and the Authority shall defend at the expense of the Authority all suits as a result of any act done, or any failure to do any act in carrying out the management of the Landfill or in performing specific instructions given by the Authority which may be brought against the Manager, its officers, directors, servants, agents, employees or workmen, except that there shall be no indemnity and no defense of any suit in the case of any gross negligence or willfully harmful act or omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen.

### Liability of Manager

- 8.3 Nothing contained in this Agreement shall release the Manager from any liability to the Authority in respect of a breach of any of the Manager's covenants, warranties, promises

or representations contained in this Agreement, or in the case of any gross negligence, or willfully harmful act or omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen.

Indemnification of Authority by Manager

- 8.4 In the case of a breach of any of the Manager's covenants, warranties, promises or representations contained in this Agreement, or in the case of any gross negligence or willfully harmful act or omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen, the Manager hereby agrees to indemnify and save harmless the Authority and the other Participating Municipalities from and against any and all losses, claims, damages, costs (including legal costs on a solicitor and his own client basis), expenses and liability, and to defend any suit arising out of any such breach, or arising out of any negligence or wrongful act or wrongful omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen.

Insurance

- 8.5 Without in any way limiting the liability of the Manager under this Agreement, the Manager shall obtain and maintain Commercial General Liability Insurance underwritten by an insurer licensed to conduct business in the Province of Alberta. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
- (a) A limit of liability of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000;
  - (b) The addition of the Authority as an additional insured with respect to the operations of the Named Insured;
  - (c) The inclusion of a provision for cross liability and severability of interest in respect of the Named Insured;
  - (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96);
  - (e) Products and completed operations coverage;
  - (f) Broad Form Property Damage;
  - (g) Contractual Liability;
  - (h) Owners and Contractors Protective; and
  - (i) Hostile fire.

The Manager shall also obtain and maintain Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Alberta, having an inclusive limit of not less than \$5,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Manager.

Such policies of insurance shall provide 30 days prior notice of cancellation. To achieve the desired Automobile Liability and Commercial General Liability limits, umbrella or excess liability insurance may be used.

**9. ARTICLE 9: Access to Records and Confidentiality**

- 9.1 Books, securities, letters and other things belonging to or concerning the Authority and the Landfill, may be kept at the municipal offices of the Manager, but shall be accessible by members of the Board upon request.
- 9.2 All information on the development, management or operation of the Landfill and the Authority, whether financial or otherwise, shall be held in confidence by the Manager and shall not be used or disclosed by the Manager except in the performance of its duties hereunder or as directed or instructed by the Authority, or as required by law.

**10. ARTICLE 10: Warranties and Representations of the Manager**

- 10.1 The Manager warrants and represents to the Authority and acknowledges that the Authority is relying upon such warranties and representations in entering into this Agreement, namely that:
- (a) it has sufficient skill, knowledge and resources, including qualified and competent personnel, and that all necessary agreements and other arrangements are in place, including all necessary resolutions or approvals from the municipal Council of the Manager to execute and enter into this Agreement; and in order to perform and provide the services and duties in accordance with the provisions of this Agreement; and
  - (b) it has made such investigations and assessments in entering into this Agreement as it deems appropriate and is aware of the necessity of utilizing appropriately qualified personnel to provide the services and duties herein;

**11. ARTICLE 11: General Provisions**

- 11.1 All of the provisions of this Agreement shall be treated as separate and distinct and if any provision hereof is declared invalid, the other provisions shall nevertheless remain in full force and effect.
- 11.2 The Authority and the Manager acknowledge and agree that there are no covenants, representations, warranties, promises, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement and that this Agreement constitutes the entire agreement between the Manager and the Authority.
- 11.3 Any condoning, excusing or overlooking by either party to this Agreement of any default, breach or non-observance by the other party at any time or times in respect of any covenant, representation, warranty, promise, agreement, condition or proviso herein contained shall not operate as a waiver of such party's rights hereunder in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of such party hereunder in respect of any subsequent default, breach or non-observance.

Appendix "A"

- 11.4 The parties agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
- 11.5 This Agreement may be altered or amended when any such changes are reduced to writing and signed by the parties hereto but not otherwise.
- 11.6 This Agreement may be executed in counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement.
- 11.7 This Agreement in every term, covenant, and condition herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 11.8 Any notice, direction or instrument required or permitted to be given hereunder shall be in writing and shall be sufficiently given if served personally by delivering same to the Chairman of the Board or delivering the same to the Municipal Office of the Manager or may be given by registered mail, postage prepaid, addressed as follows:

TO: The Authority c/o Authority Chairman

AT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TO: The Manager

AT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the second day following the day on which it was mailed, provided however that in the event of an interruption of normal mail service by strike or lockout or other similar event, the notice shall not be deemed to have been received until the seventh day following restoration of normal mail service. Any party may change its address for service by notice given in the manner aforesaid.

Appendix "A"

**IN WITNESS WHEREOF** the parties hereto have affixed their respective corporate seals under the hands of their proper officers to give effect to this Agreement the date first above written notwithstanding the actual date or dates of execution.

YELLOWHEAD COUNTY

Per: \_\_\_\_\_  
(corporate seal)

Per: \_\_\_\_\_

TOWN OF HINTON

Per: \_\_\_\_\_  
(corporate seal)

Per: \_\_\_\_\_

TOWN OF EDSON

Per: \_\_\_\_\_  
(corporate seal)

Per: \_\_\_\_\_

MUNICIPALITY OF JASPER

Per: \_\_\_\_\_  
(corporate seal)

Per: \_\_\_\_\_

YELLOWHEAD COUNTY (MANAGER)

Per: \_\_\_\_\_  
(corporate seal)

Per: \_\_\_\_\_



## SCHEDULE "A"

The Manager agrees to perform management and administrative services in the name of and on behalf of the Authority, which will include the following general types of services:

### 1. Leadership/Management

OVERALL—Manage and direct all the affairs of the Authority in accordance with intermunicipal partnership agreement and the policy and strategic directions of the Authority Board.

--Orient and support the Authority Board in its mission and decision-making.

--Facilitate the development of the Authority's strategic plan with outcomes; and develop a business plan, budget and outcome measures to implement this strategic plan. Report regularly on the performance of the authority against its strategic, environmental, financial, and operational outcomes.

--Develop, recommend and implement policies and programs to advance the mission and strategies of the authority board. Ensure all the policies and programs of the Authority are implemented well.

--Prepare and administer overall operating and capital budgets of authority. Communicate proposed rates and fees to customers and municipal partners.

--Be accountable for managing the overall operations of the regional solid waste system and submit regular reports and recommendations to the Board. Annually, prepare a performance report to the board and its stakeholders.

--Present the authority decisions to municipal stakeholders, provincial government or others for advancement.

### QUALIFICATIONS/COMPETENCIES:

- A strong working knowledge of solid waste management and working/reporting to a board.
- Strong interpersonal skills, along with the ability to build strong relations with elected officials on the authority board, senior municipal officials and other stakeholders ##
- A highly effective communicator with a strong ability to listen and present information, advice and decisions to others. ##
- Encourage and promote collaboration when dealing with a political board, municipal partners, contractors, provincial regulators, and the public under all types of conditions.##
- Strategic and pragmatic decision maker, able to recognise changing priorities and approaches and show common sense and sound judgement abilities within the overall mission, vision and values of the authority working with the municipal stakeholders.##
- Possess a high degree of personal initiative with good planning and organizational skills as well as professionalism##
- Maintain a high degree of confidentiality, trustworthiness, and integrity

## **2. Landfill Operations**

OVERALL--Oversee and manage all aspects of the regional landfill operation of the West Yellowhead Regional Landfill Authority.

- Operate and plan activities for the West Yellowhead Regional Landfill as per Alberta license requirements, including submitting reporting.
- Prepare and manage within annual landfill operating and capital budget.
- Selects and oversees contracts.
- Address customer complaints and requests for decisions including whether to accept delivery of special waste.
- Oversee site operation to maximize landfill life, increase recycling/waste diversion and optimize financial returns.
- Develop due diligence, closure and post closure plans and conduct environmental audits.
- Provide regular status reports to the Authority and its members on landfill operations and financial performance.
- Coordinate with TAG (Technical Advisory Group) to ensure effective operation, coordination and receipt of solid waste from each municipal partner.

### **QUALIFICATIONS/COMPETENCIES:**

- Possess Class 2 Landfill operation certification.
- Contract management and budgeting skills.
- All ## qualifications/competencies at an intermediate level.
- Maintain a high degree of confidentiality, trustworthiness, and integrity

## **3. Regional Waste Reduction and Diversion Program Operations**

(Currently suspended with no new initiatives being pursued).

### **QUALIFICATIONS/COMPETENCIES:**

- A strong working knowledge of solid waste reduction and diversion programming including measuring for success.
- Collaboration skills, contract management and budgeting skills.
- All ## qualifications/competencies at an intermediate level.
- Maintain a high degree of confidentiality, trustworthiness, and integrity

## **4. Administration and Finance**

--Coordinate customer communication regarding hours of operation, rates for various waste etc.

--Maintain statistics of all classes of solid waste received, landfilled or diverted by municipality for assessing organizational performance, regulator reporting and cost-distribution.

--Schedule meetings, record minutes and liaise with WYRWMA Board.

## Appendix "A"

- Undertake all bookkeeping for WYRWMA, includes invoicing all customers and municipal partners, processing payments, managing investments and preparing budget status reports.
- Provide draft financial statements to auditor for review and finalization.

### QUALIFICATIONS/COMPETENCIES:

- Agenda building and Minute taking in person and via ZOOM.
- Able to integrate complex data into meaningful information using spreadsheets.
- Book keeping and accounting skills.
- Be service and results focused.
- Maintain a high degree of confidentiality, trustworthiness, and integrity

August 14, 2013

**MEMORANDUM OF AGREEMENT MADE THIS 1st DAY OF JANUARY, A.D. 2014**

**BETWEEN:** Yellowhead County  
2716 – 1<sup>st</sup> Avenue  
Edson, AB T7E 1N9  
(Hereinafter referred to as "Yellowhead")

**OF THE FIRST PART**

**AND** The Town of Hinton  
813 Switzer Drive  
Hinton, AB T7V 1V1  
(Hereinafter referred to as "Hinton")

**OF THE SECOND PART**

**AND** The Town of Edson  
Box 6300  
Edson, AB T7E 1T7  
(Hereinafter referred to as "Edson")

**OF THE THIRD PART**

**AND** Municipality of Jasper  
Box 520  
Jasper, AB TOE 1E0  
(Hereinafter referred to as "Jasper")

**OF THE FORTH PART**

WHEREAS the West Yellowhead Regional Waste Management Authority operates a municipal solid waste disposal System on lands legally described as part of NE ½ 29-50-25-W5M, part of SE ¼ 32-50-25-W5M, and part of SW ¼ 33-50-25-W5M (hereinafter referred to as the "System").

WHEREAS on January 1<sup>st</sup> 2002 the Parties expanded the membership of the Hinton Regional Waste Management Authority to include Yellowhead, Hinton and Edson and to be known as the West Yellowhead Regional Waste Management Authority (hereinafter referred to as "the Authority").

WHEREAS the Parties wish to expand the membership of the West Yellowhead Regional Waste Management Authority effective January 1<sup>st</sup> 2014 to include Yellowhead, Hinton, Edson and Jasper

WHEREAS the Parties wish to share joint ownership, management, and liability for the municipal solid waste management system.

WHEREAS the Parties feel it is in their best interest to avoid construction of new landfills and to maximize the use of existing landfills.

WHEREAS an Authority will be beneficial to meet the Municipal waste disposal needs of the four parties in the short term but also beyond the life of the current regional landfill to meet the needs for the future.

NOW THEREFORE, the Parties subject to the terms, covenants, and conditions contained herein agree to as follows:

**1. GENERAL CONDITIONS**

1.1 The Parties agree to joint ownership, management, and liability for the System for the benefit of each Party located on lands legally described as a part of NE ½ 29-50-25-W5M, part of SE ¼ 32-50-25-W5M, and part of SW ¼ 33-50-25-W5M.

1.2 Each of the Parties has appointed two (2) members from its Municipal Council to be members of a joint committee to be known as the Authority.

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- 1.3 The Parties agree that the Authority shall include all lands within the corporate boundaries of Yellowhead, Hinton, Edson and Jasper.
- 1.4 The composition of the Authority shall be two (2) members appointed by Hinton, two (2) members appointed by Edson, two (2) members appointed by Yellowhead and two (2) members appointed by Jasper.

## **2. VISION, MISSION AND GUIDING PRINCIPLES**

- 2.1 Vision (15-20 year goal) – The Authority is to be the leader in regional waste reduction through collaborative efforts to reduce, reuse, recycle, recover and the effective management of waste in the West Yellowhead Region.
- 2.2 Mission – The purpose of the Authority is to manage waste on a regional basis through the promotion of environmental stewardship to reduce waste disposed at the West Yellowhead Regional Landfill.
- 2.3 Guiding Principles:
  - 2.3.1 The Authority is a regional body that provides an overall environmental stewardship umbrella.
  - 2.3.2 The Authority recognizes the individual municipality's specific needs and uniqueness of their current operations.
  - 2.3.3 The Authority promotes reduce, reuse, recycle, recover and effective waste management.

## **3. JASPER TRANSITIONAL PERIOD FEES**

- 3.1 Jasper shall, upon execution of this agreement, provide to the Authority the sum of two hundred and forty four thousand dollars (\$244,000.00).
- 3.2 The monies paid to the Authority by Jasper shall be kept by the Authority in a capital reserve fund to be used for future System upgrades to meet regulatory requirements, closure and post closure requirements of the System.
- 3.3 Subject to payment of any membership fee contemplated by this agreement, each Party shall have the equal right to haul and deposit its municipal solid waste to the System for disposal except as may be restricted by operational or regulatory requirements.
- 3.4 For any municipal waste produced by Jasper from within its corporate boundary Jasper shall pay the current external customer per tonnage rate per tonne of deposited waste, to the West Yellowhead Regional Waste Management Authority for waste disposal from January 1<sup>st</sup>, 2014 – December 31, 2014 (assuming Jasper joins the Authority on Jan 1, 2014). For clarity, this agreement applies to waste generated and collected from within the Municipal boundaries of Jasper and not to waste generated or accepted outside of the boundary.
- 3.5 For any municipal waste produced by Jasper they shall pay to the Authority the per tonne rate paid by the West Yellowhead Regional Waste Management Authority members plus a surcharge of four dollars (\$4.00) per tonne for disposal of municipal solid waste during the remainder of the transitional period from January 1<sup>st</sup>, 2015 - December 31<sup>st</sup> 2015.
- 3.6 Jasper shall not be entitled to rebates for the initial two year period from effective date.



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**4. LIABILITY**

- 4.1 For purposes of this agreement, obligation shall be defined as anything or act required by the regulatory authority to be done to manage the System during operations, closure, and post closure of the System.
- 4.2 The Parties agree that the Parties' liability for obligations regarding the System shall begin from the date of commissioning of the System until the regulator authority issues final reclamation approval and such liability shall survive termination of this agreement.
- 4.3 The Parties, in accordance with the volume of tonnes of municipal solid waste hauled and deposited to the System for disposal by each Party relative to the total tonnage of solid waste hauled and deposited by all Parties, shall share costs associated with the management and resolution of liability arising from operation of the system. The tonnage attributed to each Party up to the effective date of Jasper joining the Authority, shall be confirmed in writing upon execution of this agreement.

**5. WEST YELLOWHEAD REGIONAL WASTE MANAGEMENT AUTHORITY MEMBERSHIP (WYRWMA)**

- 5.1 Each Party shall appoint two (2) members to the Authority and such appointments shall have effect January 1, 2002 for Yellowhead, Edson and Hinton and shall have effect January 1<sup>st</sup>, 2014 for Jasper.
- 5.2 Appointed members to the Authority shall be sitting elected councillors of Hinton, Edson, Yellowhead and Jasper.
- 5.3 Each Party may determine the length of appointment of its members to the Authority.
- 5.4 Each Party shall assign a staff member to act in an advisory capacity to the Authority.
- 5.5 Effective January 1, 2014, each Party shall be entitled to utilize the System for disposal of its municipal solid waste and each shall pay the same per tonne rate for that disposal, such rates to be established by the Authority. With the exception of the agreed to terms of Jasper joining the Authority as per section 3 (Jasper Transitional Period Fees), above.

**6. DELEGATION OF DUTIES**

- 6.1 The Authority shall develop, establish, and maintain policy rules and regulations for the conducting of the business of the Authority.
- 6.2 The Authority shall have specific authority on behalf of the Parties to enter into agreements with outside Parties for any operational requirements of the System subject to the limitations for decision making established in this Agreement.
- 6.3 The Authority shall have specific authority on behalf of the Parties to enter into an agreement with any of the Parties to provide administrative and accounting services to the Authority.
- 6.4 The Authority shall have specific authority on behalf of the Parties to enter into agreements with the System users subject to the limitations established for decision making in this Agreement.
- 6.5 The Authority shall have specific authority on behalf of the Parties to enter into agreements with the Federal and Provincial Government or any other grant making agency.

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- 6.6 The Authority shall have specific authority on behalf of the Parties to apply for and obtain any necessary regulatory permits or approvals.
- 6.7 The Authority shall have specific authority to receive and expend funds within the annual budget approved by the Parties.
- 6.8 The Authority shall develop and make recommendations to the Council(s) regarding the future waste management systems that extend beyond the life of the existing System.

**7. VOTING STRUCTURE OF THE WEST YELLOWHEAD REGIONAL WASTE MANAGEMENT AUTHORITY (WYRWMA)**

- 7.1 The Parties agree that decisions on matters delegated to the Authority shall be decided by a majority vote.
- 7.2 A tie vote shall be defeated.
- 7.3 The calculation of any weighted vote decisions taken by the Authority effective January 1, 2014 shall be as follows:

|                            |                |        |
|----------------------------|----------------|--------|
| Two (2) members Hinton     | at 12.50% each | 25.0%  |
| Two (2) members Edson      | at 12.50%each  | 25.0%  |
| Two (2) members Yellowhead | at 12.50% each | 25.0%  |
| Two (2) members Jasper     | at 12.50% each | 25.0%  |
| Total                      |                | 100.0% |

**8. FINANCIAL**

- 8.1 The Parties shall share the annual net operating deficit of the System according to the ratio of tonnes hauled and deposited by the Parties to the System for disposal. The ratio is based on the tonnes of waste hauled and deposited by the parties over the total amount of waste hauled and deposited to the system.
- 8.2 The Parties agree that the annual net operating deficit shall, for purposes of this agreement, be defined as the difference between all revenues from all sources and all expenditures related to the operation of the System, in a calendar year.
- 8.3 The Authority shall discharge all the financial obligations of the Authority according to a budget approved by each of the Parties.
- 8.4 The Authority shall keep accurate and current financial records of any and all transactions related to the operation of the System and such records shall be made available to the Parties on request within a reasonable period of time.
- 8.5 On or before the first day of December in any year of the agreement the Authority shall submit to the Parties an interim capital and operational budget for the following year in a manner and form acceptable to the Parties.
- 8.6 The Parties shall respond in writing to the Authority in regards to content of the interim budget in a timely fashion and such response shall not be unreasonably withheld or delayed. The response may either be an approval of the interim budget or a refusal to approve the interim budget with a specific statement of the reasons why the approval of the interim budget is being refused.



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- 8.7 Interim budget approval by the Parties shall be deemed approval to the Authority to discharge any financial obligations resulting from previous and current year's legal or statutory obligations from the first day of January of any current year until final budget approval is received.
- 8.8 On or before the first day of May in each year of this agreement the Authority shall submit to the Parties the finalized capital and operation budget for the current year and an audited financial statement of the previous year in a manner and form acceptable to the Parties.
- 8.9 The audited financial statement shall contain details of each Party's liability related to the System based on the provisions of this agreement.
- 8.10 The Parties shall respond in writing to the Authority on the final budget for the current year in a timely fashion and such response shall not be unreasonably withheld or delayed.
- 8.11 In the event that one (1) or more of the Parties withhold approval of the Authority's final budget the dispute resolution section shall apply.
- 8.12 Final budget approval by the Parties shall be the specific authority for the expenditure of funds by the Authority to operate the System on behalf of the Parties in the year in question.
- 8.13 The Parties recognize and agree that the Authority shall have specific authority to reallocate funds within the approval budget as may be required for operational reasons provided that the total amount approved in the budget is not exceeded in the current year.
- 8.14 Specific authority is given by the Parties to the Authority to deal with emergency situations requiring the expenditure of funds not contained or contemplated in the approved budget.
- 8.15 The Authority will invoice each municipality monthly. The Authority shall invoice annually where there is a net operating deficit.
- 8.16 The Authority shall not be responsible for any additional costs incurred by Yellowhead, Edson, Hinton or Jasper for waste disposal in the event of picketing, strike, or other labour dispute disrupting access to the System.
- 8.17 The Parties shall make all reasonable efforts to divert wet waste away from the System.
- 8.18 In the event that funds are required for an emergency the Authority shall, as soon as practical provide written documentation to the Parties detailing the emergency situation and the amount required from each Party to address or remedy the emergency situation. Each Party shall pay the require amount to the Authority within a reasonable period of time.
- 8.19 Except in an emergency situation, the Authority shall seek prior written approval from the Parties for the expenditure of any funds not in the approved budget.

**9. AUTHORITY OPERATION**

- 9.1. Save as herein provided, the business of the Authority shall be conducted at meetings of members of the Authority.
- 9.2. The Chairperson of the Authority may call a non-regularly scheduled meeting on proper notice.
- 9.3. At least three (3) clear days notice of a non-regularly scheduled meeting of the Authority shall be given to each member of the Authority if given to the member personally and if sent by ordinary mail addressed to the member at his address shown on the records of the Authority



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and to the municipalities at least seven (7) clear days notice shall be given, provided that any member may waive notice.

- 9.4. Any five or more of the voting members of the Authority shall be a quorum at a meeting of the Authority.
- 9.5. The Authority shall appoint a Chairman, and a Vice-Chairman to hold office at the pleasure of the Authority.
- 9.6. The Chairman shall preside at meetings of the Authority and in the absence of the Chairman, the Vice-Chairman and in the absence of the Vice-Chairman the meeting may elect a Chairman.
- 9.7. A resolution in writing signed by all the members of the Authority shall be of the same force and effect as if the same had been passed by the majority of the votes cast at a fully constituted meeting of the Authority.
- 9.8. The Authority shall be at liberty to invest any excess funds in short term bank deposit receipts.

## **10. INSURANCE**

- 10.1. The Authority shall ensure that the Operating Contractor maintains motor vehicle liability insurance and comprehensive general liability insurance in the following minimums:
  - 10.1.3. Five million dollars for loss or damage from bodily injury to or death of any one (1) person.
  - 10.1.4. Ten million dollars for property damage for each occurrence.
- 10.2. As the landowner the Town of Hinton will provide additional insurance that the Parties shall deem necessary to adequately keep and save harmless the Parties from any and all claims arising from the operation of the Authority. Premiums and deductible costs will be shared by the Parties as part of the annual operating expenses.

## **11. INDEMNITY**

Each Party agrees to indemnify each other as members of the Authority for all obligations, costs, damages, and expenses including reasonable legal costs which are properly or reasonably incurred by the Authority.

## **12. DISPUTE RESOLUTION**

- 12.1. The Parties agree that in the event of any dispute between the Parties under this agreement, the Parties shall be entitled to receive copies of any and all documents, papers, contracts, correspondence, and all other material relevant to the dispute from the Authority and the Party requesting the material shall bear the reasonable cost of providing the copies.
- 12.2. The Parties agree that the first step to resolve a dispute shall be to seek resolutions by negotiations between the Parties.
- 12.3. The Parties may jointly or severally seek formal remedy to resolve a dispute by serving notice on the Authority and any remaining Parties of its intention and outlining in sufficient detail the nature of the dispute and the remedy sought.
- 12.4. Notice shall be deemed received within seven (7) clear days when sent by regular mail to the corporate office of the Parties and the mailing address of the Authority.

**August 14, 2013**

12.5. The Parties agree any questions or differences whatsoever touching this agreement that are not settled by negotiations between the Parties shall be referred to a single arbitrator to be agreed upon by the Parties hereto or failing agreement to be appointed pursuant to the provisions of the ARBITRATION ACT OF ALBERTA. Such Arbitrator shall have all the powers conferred on arbitrators by the Arbitration Act or any statutory modification or re-enactment thereof for the time being in force.

12.6. The decisions or awards of the appointed Arbitrator shall be final and binding on the Parties except on a point of law or jurisdiction which may be appealed to a Court having jurisdiction.

### **13. AMENDMENTS**

This agreement may be amended at any time by mutual written agreement of all the Parties.

### **14. WITHDRAWAL/DISSOLUTION**

14.1. The Parties agree to continue this agreement for the operational life of the System or until final reclamation and release is received from the regulatory Authority.

14.2. The Parties agree that nothing in this agreement is intended to relieve any Party from liability for its municipal waste hauled and deposited to the System for disposal.

14.3. Any Party may request to withdraw from the Authority by serving a one (1) year notice of its intention on the last day of December of any given year.

14.4. There must be unanimous agreement between the Parties to allow any Party to withdraw and such agreement shall not be subject to appeal or any dispute resolution mechanism provided for in this agreement.

14.5. Subject to the unanimous approval of the Councils of the Parties, the Authority may resolve to wind up its affairs whereupon the affairs of the Authority shall be wound up as expeditiously as possible. The assets and liabilities of the Authority shall be divided amongst the Parties on a basis which reflects the relative total tonnage of waste deposited in the System by each of the municipalities in the last year of operation.

14.6. The Parties shall, prior to dissolution, negotiate a formal agreement, provide for the winding up of the Authority's affairs and the appointment of a custodian to manage the System until final reclamation and release of the System by the regulatory authority.

14.7. The Parties agree that any dissolution agreement Pursuant to this section shall generally reflect the financial and environmental liability of each of the Parties.

14.8. In the event of a dispute over the dissolution agreement or conditions contained therein the Parties shall rely on the dispute resolution mechanism contained in this agreement.

14.9. Any municipality which is allowed to withdraw as a member of the Authority shall have no interest in or claim against any assets of the Authority from and after the said effective date of the withdrawal.

### **15. SEVERANCE**

15.1. The Parties agree that if any provision of this agreement shall be prohibited by or judged by a Court to be unlawful, void, or unenforceable such provision shall to the extent required be severed from this agreement. The remaining provisions of this agreement shall not as far as possible be changed or modified and all other terms and conditions not so severed shall continue in full force and effect.

August 14, 2013

15.2. This agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter herein contained.

15.3. This agreement shall inure to the benefit of and be binding upon the Parties their successors and approved assigns.


IN WITNESS OF THEIR AGREEMENT each Party has caused its authorized representative to execute this instrument effective as of the date first written above.

YELLOWHEAD COUNTY

per  \_\_\_\_\_

per  \_\_\_\_\_

TOWN OF HINTON

per  \_\_\_\_\_

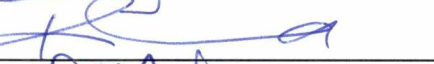
per Bernie Kreiner \_\_\_\_\_

TOWN OF EDSON

per  \_\_\_\_\_

per  \_\_\_\_\_

MUNICIPALITY OF JASPER

per  \_\_\_\_\_

per Pullart \_\_\_\_\_

## MOTION ACTION LIST

| SHORT TITLE   | REQUESTED (DATE)   | RESPONSIBLE (WHO)                             | COUNCIL MOTION (DESCRIPTION)  | TARGET (DATE) |
|---|--------------------|---|---|---------------|
| S-Block Parking   | September 14, 2021 | Director of Protective & Legislative Services | That Committee direct Administration to return to a future Committee of the Whole meeting with a policy level discussion regarding the use of S-block parking.  | April 2022    |
| Relationship with JCTS & Friends of Jasper Culture & Recreation | September 14, 2021 | Director of Community Development             | That Committee direct Administration to bring forward recommendations on how to enhance the relationship between the municipality and local non-profit organizations including Jasper Community Team Society and Friends of Jasper Culture and Recreation.  | May 2022      |
| Sledding at Snape's Hill  | January 11, 2022   | Director of Operations                        | That Committee direct Administration to return to Council with a report identifying any opportunities for closure or partial closure of Willow Street and Geikie Street to accommodate sledding at Snape's hill.  | April 2022    |
| Garage Suites Feedback  | February 8, 2022   | CAO   | That Committee direct Administration to return to a future Committee meeting with options to address the following issues: <ul style="list-style-type: none"> <li>• Emergency access</li> <li>• User access</li> <li>• Water, waste water, solid waste, and recycling capacity</li> </ul> Parking and enforcement | April 2022    |
| Paid Parking Resident Exemptions                                | February 8, 2022   | Director of Protective & Legislative Services | That Committee direct Administration to develop a program to assist individuals with mobility or technology issues separately from the preloaded credit program.  | April 2022    |
| Activity Centre Renovation                                      | February 22, 2022  | CAO & Director of Community Development       | That Committee direct Administration to advance the Activity Centre Renovation Project design inclusive of the recommended scope items; and, return with a final costing for approval at a future committee of the whole meeting.   | April 2022    |



|  |                      |            |   |                   |
|--|----------------------|------------|---|-------------------|
|  |                      |            | <p>That Committee direct Administration to include the following additional scope items in the design and final costing for approval:</p> <ul style="list-style-type: none"> <li>• the full renovation of both men’s and women’s change rooms</li> <li>• the expansion of the building footprint to upgrade arena change rooms</li> <li>• the conversion of one squash court to a multipurpose space</li> <li>• the renovation of the activity centre basement washrooms to meet accessibility standards</li> <li>• the Arena Viewing Lounge</li> </ul> <p>the relocation of the seniors lounge adjacent to the activity centre lobby and consolidate administrative spaces</p> |                   |
| <b>Parcel GB Development Information</b> | <b>March 8, 2022</b> | <b>CAO</b> | <p>That Committee direct Administration to request preliminary information such as renderings and site plans for the proposed GB development and return to a future Committee of the Whole meeting.</p>   | <b>April 2022</b> |
|  |                      |            |   |                   |
|  |                      |            |   |                   |
|  |                      |            |   |                   |
|  |                      |            |   |                   |
|  |                      |            |   |                   |

# Municipality of Jasper

List of recommendations  
Regular meeting, Tuesday, April 19, 2022



## **Additions to agenda**

That Council agree to add/delete the following items to the April 19, 2022 regular meeting agenda:

## **Approval of agenda**

That Council approve the agenda for the regular meeting of April 19, 2022 as presented.

## **Approval of minutes**

That Council approve the minutes of the March 15, 2022 Regular Council meeting as presented.

That Council approve the minutes of the March 29, 2022 Special Council meeting as presented.

## **Presentations**

That Council receive the presentation by Troy Birtles of the Accurate Assessment Group Ltd. for information.

## **Regional Assessment Review Board Bylaw 2022 – 1<sup>st</sup> & 2<sup>nd</sup> reading**

That Council read for the first time, Bylaw #245: the Regional Assessment Review Board Bylaw 2022, being a bylaw of the Specialized Municipality of Jasper in the province of Alberta to establish a regional assessment review board.

That Council read for the second time, Bylaw #245: the Regional Assessment Review Board Bylaw 2022, being a bylaw of the Specialized Municipality of Jasper in the province of Alberta to establish a regional assessment review board.

## **Municipal Employee Housing Policy**

That Council approve the Municipal Employee Housing Policy as presented.

## **Rescind Policy B-009: Fiscal and Financial Control**

That Council rescind Policy B-009: Fiscal and Financial Control.

## **Volunteer Week 2022**

That Council proclaim April 24-30, 2022 National Volunteer Week.

## **WYRWMA Governance and Administrative plan**

That Council approve the West Yellowhead Regional Waste Management Authority and the Management Agreement in principle, as presented, and that committee direct the Mayor to confirm with other representatives of the board the understanding of the term Municipalities in clause 23.

## **Adjournment**

That, there being no further business, the regular meeting of April 19, 2022 be adjourned at

\_\_\_\_\_.