

Municipality of Jasper  
**Committee of the Whole Meeting Agenda**  
March 14, 2023 | 9:30 am  
Jasper Library & Cultural Centre – Quorum Room

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

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

**2. Additions to agenda**

**3. Approval of agenda**

3.1 March 14, 2022 Committee of the Whole agenda attachment

**4. February 28, 2022 Committee of the Whole minutes – approved February 21, 2023** attachment

4.1 Business arising from minutes

**5. Delegations**

5.1 Jasper Community Housing Corporation (JCHC) Business Plan attachment  
Chetak Shah and Jake Dean with Colliers

**6. Correspondence**

**7. New business**

7.1 Joint Use and Planning Agreement Authority to Negotiate attachment

7.2 Climate Resiliency Capacity Building Project attachment

7.3 S-Block Parking 2023 attachment

7.4 Paid Parking 2023 attachment

7.5 Motions for AB Munis – Councillor Kelleher-Empey verbal

7.6 Alberta Living Wage Network – Mayor Ireland attachment

**8. Motion Action List**

attachment

**9. Councillor upcoming meetings**

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

**10. Upcoming events**

Jasper Park Chamber of Commerce General Meeting – 8-9:30am, March 15, Wicked Cup

Parks Canada Information Session - Land Use Planning & Development – Two identical sessions, 1:30-3:30pm, 6-8pm, Thursday, March 16, Forest Park Hotel Ballroom

Municipality of Jasper  
**Committee of the Whole Meeting Agenda**

March 14, 2023 | 9:30 am

Jasper Library & Cultural Centre – Quorum Room

NETMA – 5-7pm, Wednesday, March 22, Jasper Library & Cultural Centre, Quorum Room

Recycling Industry & Waste Reduction Event, WYRWMA and MoJ – 10am to 4:30pm, April 27, Lobstick Lodge, Skyline Room

**11. Adjournment**

Municipality of Jasper  
**Committee of the Whole Meeting Minutes**  
Tuesday, February 28, 2023 | 9:30am  
Jasper Library and Cultural Centre, Quorum Room

Virtual viewing and participation	Council attendance is 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 and in person attendance.		
Present	Councillors Rico Damota, Ralph Melnyk, Helen Kelleher-Empy, and Kathleen Waxer		
Absent	Mayor Richard Ireland, Deputy Mayor Scott Wilson and Councillor Wendy Hall		
Also present	Christine Nadon, Director of Protective & Legislative Services Natasha Malenchak, Director of Finance & Administration Christopher Read, Director of Community Development John Greathead, Director of Operations & Utilities Emma Acorn, Legislative Services Coordinator Amanda Stevens, Communications Manager Bob Covey, The Jasper Local Peter Shokeir, The Fitzhugh 5 observers		
Call to Order	Councillor Damota called the February 28, 2023 Committee of the Whole meeting to order at 9:31am and began with a <a href="#">Traditional Land Acknowledgement</a> .		
Additions to the agenda	none		
Approval of agenda #83/23	MOTION by Councillor Kelleher-Empy that Committee approve the agenda for the February 28, 2023 Committee of the Whole meeting as presented.		
	FOR 4 Councillors	AGAINST 0 Councillor	CARRIED
Business arising from February 14, 2023 minutes	none		
Delegations	none		
Correspondence	none		
Paid Parking 2023	Director of Protective & Legislative Services, Christine Nadon, presented a report detailing the 2022 Paid Parking program and recommendations from Administration for 2023. Director of Finance & Administration, Natasha Malenchak, was also present to assist with financial questions.		

#84/23	MOTION by Councillor Melnyk that Committee receive this report for information;  That Committee direct Administration to add Paid Parking to the March 14, 2023 Committee of the Whole agenda for further discussion; and  That Committee direct Administration to present proposed fee increases for S-Block parking for 2023 at the March 14, 2023 Committee of the Whole meeting.						
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FOR	AGAINST						
4 Councillors	0 Councillor	CARRIED					
Communities in Bloom Committee	Director of Community Development, Christopher Read, and Director of Operations & Utilities, John Greathead, presented recommendations and alternatives to Committee regarding the Communities in Bloom Committee.						
Recess	Councillor Damota called a recess from 10:36 to 10:45am.						
Communities in Bloom Committee #85/23	MOTION by Councillor Waxer that Committee direct Administration to return to a future Committee of the Whole meeting with information on how membership in Communities in Bloom could be incorporated into our Operations department, without a separate external committee, drawing instead on the Community Conversations and the Jasper Partnership for community input.						
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Local Service Level Impacts for Victims of Non-Criminal Trauma	Council received a report from Director Read detailing the recent changes to supports available for victims of crime in the Municipality of Jasper and other areas in the province of Alberta. Director Read referenced a letter that was received from the Honourable Mike Ellis, Minister of Public Safety & Emergency Services which is attached to the agenda.						
#86/23	MOTION by Councillor Waxer that Committee receive this report for information and request that Administration return to a future Committee of the Whole meeting with a report on crisis intervention needs in Jasper.						
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FOR	AGAINST						
4 Councillors	0 Councillor	CARRIED					
#87/23	MOTION by Councillor Kelleher-Empy that Committee direct Administration to add the following item to the next Committee of the Whole meeting agenda: <ul style="list-style-type: none"> <li>• Alberta Municipalities Association 2023 –Topics for Resolutions</li> </ul>						
	<table border="0"> <tr> <td>FOR</td> <td>AGAINST</td> <td></td> </tr> <tr> <td>4 Councillors</td> <td>0 Councillor</td> <td>CARRIED</td> </tr> </table>	FOR	AGAINST		4 Councillors	0 Councillor	CARRIED
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4 Councillors	0 Councillor	CARRIED					
Senior Recreation All Access Pass	At the January 24, 2023 Committee of the Whole meeting Council received correspondence from the Jasper Seniors' Society requesting consideration for seniors						

over the age of 75 to receive free memberships for the Jasper Fitness & Aquatic Centre and the Jasper Activity Centre. Director Read presented a report detailing membership numbers, financials and more.

#88/23

MOTION by Councillor Melnyk that Committee direct Administration to bring forward a report providing options to granting free passes for seniors 75+ to begin in 2023.

FOR	AGAINST	
4 Councillors	0 Councillor	CARRIED

Capital Budget  
Carry Forward to  
2023

Committee received a report from Director of Finance & Administration, Natasha Malenchak, in regards to incomplete 2022 projects. This process had been previously discussed at the 2023 budget presentations.

#89/23

MOTION by Councillor Kelleher-Empy that Committee recommend Council approve the carry forward capital list of incomplete 2022 projects to the 2023 capital budget as presented.

FOR	AGAINST	
4 Councillors	0 Councillor	CARRIED

Motion Action List  
#90/23

Administration reviewed the Motion Action List.

MOTION by Councillor Kelleher-Empy that Committee approve the following updates to the Motion Action List:

- Change the target date for the 'Early Learning and Child Care Strategy' item to April 2023
- Remove 'Communities in Bloom Draft Terms of Reference' and add the new motion from today's meeting
- Remove 'Victim Services Changes' item and add the new motion from today
- Remove 'Jasper Seniors' Society Request' and add the new motion from today
- Change remaining target dates currently marked as February to March

FOR	AGAINST	
4 Councillors	0 Councillors	CARRIED

Councillor reports

Last Friday Councillor Kelleher-Empy attended a meeting for the Rural Renewal Initiative.

Councillor Waxer attended the Jasper Community Team Society meeting yesterday, on behalf of Mayor Ireland.

Councillor Melnyk will be attending an Alberta Municipalities budget webinar tomorrow

Councillors Melnyk and Damota will attend a Community Futures West Yellowhead meeting in Hinton on Thursday.

Upcoming Events

Council reviewed a list of upcoming events and requested Administration add the following events to upcoming agendas:

- Parks Canada Information Session on Land Use Planning & Development – Two identical sessions, 1:30 to 3:30pm, or 6 to 8pm, Thursday, March 16, Forest Park Hotel Ballroom
- Celebrate International Women’s Day with Settlement Services – 9:30am to 12pm, March 8, Lobstick Lodge

Adjournment  
#91/23

MOTION by Councillor Waxer that, there being no further business, the Committee of the Whole meeting of February 28, 2023 be adjourned at 11:53am.

FOR

4 Councillors

AGAINST

0 Councillors

CARRIED



Project  
Leaders

# Jasper – JCHC Business Plan

*Project Overview*

**Date: March 14, 2023**



# Agenda

- 01 Background & Progressing Forward
- 02 Proposed Methodology
- 03 Project Schedule
- 04 Next Steps

Section 1

Background

# Background

- **Recognized housing shortage**, particularly affordable housing;
  - Jasper Community Housing Corporation (JCHC, est. 2007) in response to affordable housing challenges;
- Housing shortage **limits community economic development and sustainability**;
- Addressing this shortage is a **strategic priority of Council** and Municipal Staff;
- 2022 Governance Review;
  - **How to improve and expand the supply** of affordable housing in Jasper, particularly as it relates to **role and governance of JCHC**.

## 2022 Governance Review

- ✓ Described the desired future state for housing over 20 years
- ✓ Developed a high-level roadmap to get there
- ✓ Identified, defined, and evaluated delivery model options for near term
- ✓ Recommend an operational and governance structure of the JCHC / housing vehicle

# Progressing Forward

## Empower the JCHC

- Building off the Governance Review completed by Colliers in 2022, Jasper is now looking to empower the JCHC.

## Expand JCHC Capabilities

- Further abilities to formally partner, finance and construct new housing developments in Jasper, as well as be the owner/operator of existing assets.

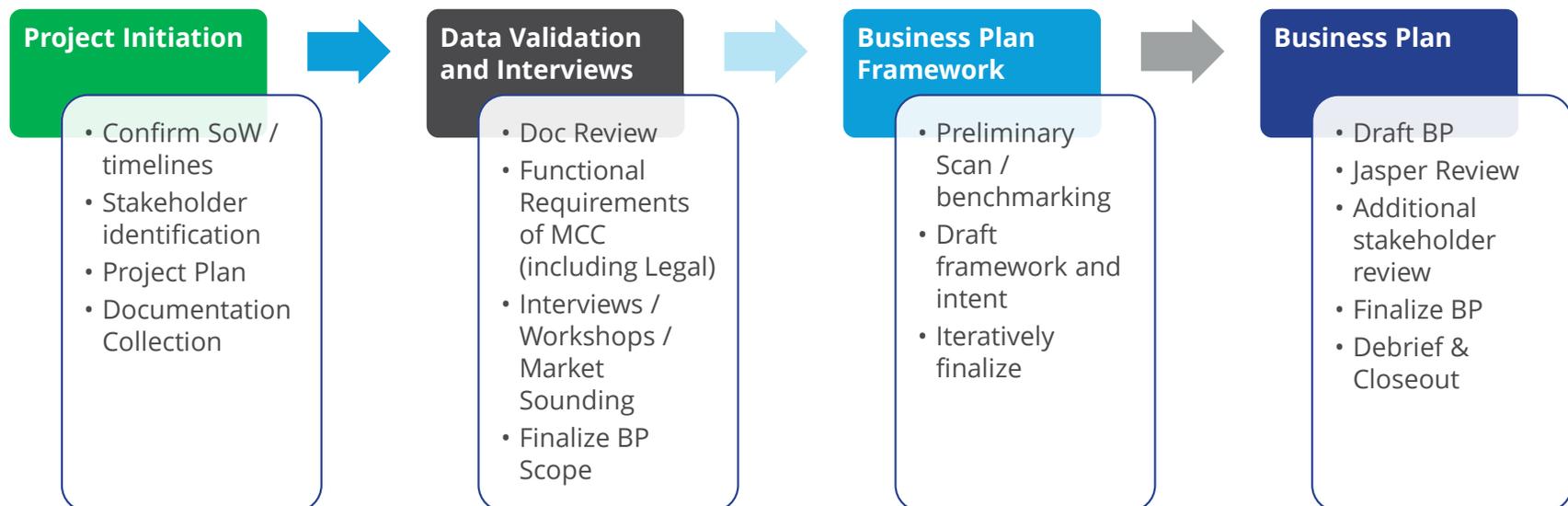
## Stand up Municipally Controlled Corporation (MCC)

- Requires JCHC to become a MCC which requires a Business Plan and ratification of it through Council.

## Section 2

### Methodology & Schedule

# Methodology





# Next Steps

## Week 1

- Collect data and documentation relating to:
  - Municipal and JCHC asset information including historical OPEX & CAPEX
  - Background information relating to the set up for an MCC
- Jasper to Identify relevant stakeholders
  - Key Staff, Potential Investors, Board Members

## Week 2

- Colliers to draft Project Plan



## AGENDA ITEM 7.1

### REQUEST FOR DECISION

**Subject:** Joint Use and Planning Agreement Authority to Negotiate  
**From:** Bill Given, Chief Administrative Officer  
**Prepared by:** Christopher Read, Director of Community Development  
**Reviewed by:** Lisa Daniel, Childcare Services Manager  
Angella Franklin, Recreation Facilities Manager  
**Date:** March 14, 2023

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#### **Recommendation:**

- Committee direct Administration to enter into negotiations with the School Boards based on the attached Draft Joint Use and Planning Agreement (JUPA).

#### **Alternatives:**

- Committee direct Administration to enter into negotiations with the School Boards based on the Draft Joint Use and Planning Agreement (JUPA) as amended by Council.

#### **Background:**

Joint use and planning agreements (JUPAs) are a formal partnership between a municipality and a school board(s) to enable the integrated and long term planning and use of school sites on municipal reserve (MR), school reserve (SR) and municipal and school reserve (MSR) land. More than one municipality or school board may be a party to a JUPA. On June 10, 2020, the MGA was amended to require municipalities to enter into JUPAs with school boards. These agreements must be in place by June 10, 2023.

#### **Discussion:**

The Municipality has had a longstanding joint use agreement with the Grande Yellowhead Public School Division which has resulted in many hours of successful joint use of each parties' facilities to the betterment of our residents. That agreement will be superseded by signing of a new JUPA once finalized.

#### **Relevant Legislation:**

- [MGA: s.670.1, s.672, s.673](#)
- [Education Act: s.53.1](#)

#### **Inclusion Considerations:**

The Municipal Inclusion Assessment Tool has been applied to this recommendation.

**Strategic Relevance:**

- Community Health:
  - Promote and enhance recreational and cultural opportunities and spaces.
  - Enable and facilitate events that provide opportunities to increase community connections
  - Leverage and create opportunities for greater inclusion
  - Recognize the fundamental importance of our tourism economy
- Relationships
  - Communicate and engage with residents.
  - Collaborate with other municipalities, orders of government, Indigenous partners and advocacy associations.
  - Welcome the expertise, innovation, creativity and commitment of community members, groups, associations, and businesses.
- Organizational Excellence
  - Ensure residents receive quality service that provides strong value for dollar.

**Financial:**

Negotiating and activating the JUPA is included in the 2023 approved operating budget.

**Attachments:**

- DRAFT Joint Use and Planning Agreement
- Province of Alberta JUPA Implementation Fact Sheet

## JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2023

BETWEEN:

MUNICIPALITY OF JASPER

AND

GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION

AND

CONSEIL SCOLAIRE CENTRE NORD

### **WHEREAS:**

The *Municipal Government Act* and the *Education Act* require a municipality and any school board operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement; and

It is the responsibility of the municipality to plan, develop, operate, and maintain park and recreational land and facilities within the boundaries of the municipality for recreational purposes and to organize and administer public recreational programs; and

It is the responsibility of each of the school boards to develop and deliver educational programs and to provide the necessary facilities and sites for these programs; and

The joint use of municipal facilities and school board facilities is an important tool in providing educational, cultural, and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby making the most effective use of the limited economic resources of the municipality and school boards; and

The *Municipal Government Act* and the *Education Act* require that a joint use and planning agreement address matters relating to the acquisition, servicing, development, use, transfer and disposal of municipal reserve, school reserve and municipal and school reserve lands.

**NOW THEREFORE IN CONSIDERATION** of their mutual commitment to the joint use of facilities and planning of municipal reserve, school reserve and municipal and school reserve lands the parties agree as follows:

## 1) DEFINITIONS

In this Agreement, the following terms shall be interpreted as having the following meanings:

- a) "Agreement" means this Agreement, as amended from time to time, and any Schedules which are attached hereto, and which also may be amended from time to time.
- b) "Arbitration Act" means the *Arbitration Act*, Revised Statutes of Alberta 2000, Chapter A-43, and any regulations made thereunder, as amended from time to time.
- c) "Area Structure Plan" means an area structure plan adopted pursuant to the *Municipal Government Act* and providing direction for land uses for a defined area within the Municipality.
- d) "Boards" means the Francophone Board and Public Board collectively.
- e) "Calendar Day" means any one of the seven (7) days in a week.
- f) "CAO" means the Chief Administrative Officer of the Municipality.
- g) "Community Use" means use by members of the general public and not a User Group.
- h) "Council" means the municipal council of the Municipality of Jasper.
- i) "Education Act" means the *Education Act*, Revised Statutes of Alberta 2012, Chapter E-0.3, and any regulations made thereunder, as amended from time to time.
- j) "Effective Date" means \_\_\_\_\_ (insert date).
- k) "Facility Plans" means the capital plan and facility plan prepared by each of the Boards for approval by the Alberta Government.
- l) "Facility Scheduling Coordinator" means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality and for the Boards the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the respective Board.
- m) "Francophone Board" means Conseil Scolaire Centre Nord and any successor board or authority.
- n) "Governing Committee" means the committee which includes elected officials as established under this Agreement.

- o) "Hazardous Substance(s)" means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.
- p) "Joint Use Space" means those portions of a Municipal Facility or School identified in Schedules "A", "B", and "C" as being available for booking by the Parties or User Groups or for Community Use.
- q) "Municipality" means the municipal corporation of Jasper, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- r) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained, and operated by the Municipality and includes those facilities identified in Schedule "A".
- s) "Municipal Government Act" means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.
- t) "Operating Committee" means the committee which is comprised of the CAO and Superintendents as established under this Agreement.
- u) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- v) "Public Board" means Grande Yellowhead Public School Division and any successor board or authority.
- w) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as defined in the *Municipal Government Act*.
- x) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board and includes those facilities identified in Schedules "B" and "C".
- y) "School Portion" means the portion of Reserve Land identified for transfer to a Board that includes the school building footprint, any parking, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and land needed for future expansion of the school building based on the ultimate design capacity of the school.
- z) "Superintendent" means the chief executive officer of one (1) of the Boards.
- aa) "User Group" means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Space during Joint Use Hours.

## **2) SCHEDULES**

The following is the list of Schedules to this Agreement:

Schedule “A” – Municipal Facilities available for Joint Use

Schedule “B” – Grande Yellowhead Public School Division Facilities available for Joint Use

Schedule “C” – Conseil Scolaire Centre Nord Facilities available for Joint Use

Schedule “D” – Joint Use Times

Schedule “E” – Operating Guidelines

Schedule “F” – Dispute Resolution Process

## **3) TERM, REVIEW AND AMENDMENT OF AGREEMENT**

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties.
- b) The terms and conditions of this agreement shall be reviewed every five (5) years with the first such review scheduled in 2028. The review shall be undertaken by the Operating and Governance Committees. Following the review, the Governance Committee shall recommend how the agreement should be amended.
- c) Except as provided otherwise herein, this Agreement shall not be modified, varied, or amended except by the written agreement of all of the Parties.

## **4) WITHDRAWAL AND TERMINATION**

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.
- b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.
- c) If written notice requesting a review is received, all Parties shall commence a review of this Agreement within 30 calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments.

- d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by all Parties, the terms and conditions of this Agreement shall remain in effect.

## 5) PRINCIPLES

The Parties agree that in entering into this Agreement they are committing to the following Principles with respect to the joint use of municipal and school board facilities:

***Respect for Autonomy*** - Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Space based on what the Boards and Municipal Council believe to be in the best interests of the people they serve.

***Cooperation and Partnership*** - The Parties shall work together as partners, recognizing that the needs of the public for educational, cultural, and recreational opportunities can best be achieved through a combination of their respective resources and by the Parties working in conjunction with each other.

***Efficiency and Effectiveness*** - The joint use of Municipal Facilities and Schools is an important tool in providing a high standard of educational, cultural, and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby saving costs and making the most effective use of the limited economic resources of the Parties.

***Fairness and Equity*** - The costs of providing joint use space are to be borne fairly and equitably by the Parties with the intent of keeping costs charged to the other Parties or public users of Joint Use Space to a minimum.

***Transparency and Openness*** - The Parties shall make available to each other such information as is necessary to make this agreement successful.

## 6) CONSULTATION WITH OTHER MUNICIPALITIES

- a) The Parties acknowledge that the Schools that are available as Joint Use Space may be accessed by community groups, residents and user groups that are located or reside outside the Municipality in accordance with a Joint Use and Planning Agreement with other municipalities.
- b) The Parties further acknowledge that the Schools that are currently located within the Municipality have been designed, built, and funded for and by ratepayers within the Municipality's boundaries and ratepayers beyond the Municipality's boundaries.
- c) In lieu of a single agreement involving participation by all of the municipalities in which the Boards operate, the Parties agree to consult and involve other municipalities that are served by the same Board or Boards on an issue-by-issue basis as needed to share access to the Schools

and to plan for and acquire future School sites. One or more separate agreements between the Parties and these other municipalities may be created as needed.

- d) When consultation with one or more municipalities that are not Party to this agreement is required, the consultations shall begin with a meeting, held in person or by electronic means, of the members of the Operating Committee and the equivalent or similar committee established between the Board(s) and the other municipalities.

## **7) MEETING OF COUNCIL AND BOARDS**

- a) Council of the Municipality and the members of the Boards shall meet at least every two (2) years to discuss issues of mutual interest.
- b) Each meeting shall be chaired by the Mayor or the Chairperson of one of the Boards on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.
- c) Any Party can submit an item to be included on the agenda for the meeting provided it is given to the Party chairing the meeting at least 5 calendar days prior to the date of the meeting. It is intended that the topics explore high level considerations to assist the Governing Committee in more detailed discussions.
- d) Minutes shall be kept for all meetings of Council and the Boards. Copies of the minutes of a meeting shall be provided to all Parties within 14 calendar days of the date of the meeting.

## **8) GOVERNING COMMITTEE**

- a) The Governing Committee shall consist of two (2) Council members and the CAO or their designate and two (2) Board members and the Superintendent or their designate from each Board. The Governing Committee shall meet on an “as needed” basis.
- b) The role of the Governing Committee shall be to provide recommendations to the Council and Boards regarding:
  - i) Reviews of this Agreement and proposed amendments to this Agreement from time to time; and
  - ii) Resolution of any issues or matters of disagreement that arise.
- c) Quorum of the Governing Committee shall consist of at least two representatives from each Party attending each agreed upon meeting. The Governing Committee may adopt such rules of procedure as may be agreed upon by its members.

- d) The CAO and each Superintendent may be accompanied by administration, staff and/or resource personnel as deemed necessary by the CAO or the respective Superintendent.
- e) Meetings of the Governing Committee shall be considered in-camera to encourage and facilitate frank and open discussion. All decisions of the Governance Committee shall require consensus of its members.

## **9) OPERATING COMMITTEE**

- a) The Operating Committee shall consist of the CAO (or designate) of the Municipality and the Superintendents (or their designate) of each of the Boards.
- b) The Operating Committee shall oversee the operation of this Agreement.
- c) The role of the Operating Committee shall be to:
  - i) formulate policy recommendations related to joint use of Municipal and School Facilities for consideration by Council and the Boards;
  - ii) provide a forum to discuss issues of mutual interest related to joint use and formulate recommendations regarding amendments to this Agreement, including the Operating Guidelines, for consideration by Council and the Boards;
  - iii) formulate and approve Operating Directives, based on the Operating Guidelines, for specific facilities and types of use as needed;
  - iv) review any approved Operating Directives on an annual basis;
  - v) provide a forum for the operational concerns of the Parties to be discussed;
  - vi) consult with and provide a forum through which the public can express concerns or opinions with respect to the operation or use of Joint Use Space, the Operating Guidelines and Operating Directives;
  - vii) where possible, resolve or recommend solutions to resolve day to day operational concerns or difficulties related to the use of Joint Use Space by the Parties or the public;
  - viii) review the Facility Plans of each of the Boards annually;
  - ix) develop a draft agenda for any meeting of the Council and the Boards or the Governing Committee; and
  - x) undertake a formal review of this Agreement as and when required and communicate their findings of the review to the Governing Committee.

- d) The Operating Committee shall meet at least once a year and may meet more frequently if required. Meetings of the Operating Committee may be in person or conducted by telephone or video conferencing.
- e) The meetings shall be chaired by the CAO or their designate. Secretarial support for each meeting shall be arranged by the CAO.
- f) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.
- g) All decisions of the Operating Committee shall require the consensus of its members. In the event that the Operating Committee cannot reach a consensus on the issue, the matter shall be referred to the Governance Committee for resolution or direction as to how the matter should be resolved.
- h) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.
- i) Members of the Operating Committee may bring to the meetings of the Operating Committee additional staff from the Municipality and/or the Boards or resource personnel, as necessary, to provide assistance to the members of the Operating Committee in the carrying out of their responsibilities under this Agreement.
- j) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.

#### **10) JOINT USE SPACE**

- a) The Municipality shall make available, to the Boards, those Municipal Facilities identified as Joint Use Space in Schedule "A". The Municipality shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- b) The Boards shall make available, to the Municipality and community groups, those portions of Schools identified as Joint Use Space in Schedules "B" and "C" respectively. The Boards shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- c) The Parties shall not allow Joint Use Space to be used by groups or individuals during the Joint Use Hours identified in Schedule "D" unless such use respects the Operating Guidelines, and any applicable Operating Directive(s), in effect from time to time.

- d) The CAO may, upon six (6) months written notice to each of the Boards, amend Schedule "A" to either add to or remove from the list of Joint Use Space provided by the Municipality, all or any portion of a Municipal Facility.
- e) The Superintendent of each Board may, upon six (6) months written notice to the Municipality and the other Board, add to or remove from the list of Joint Use Space provided by their Board, all or any portion of one or more of their Schools.
- f) Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Space available shall include a written explanation as to why the specific Joint Use Space will no longer be available for use. The Parties agree that the written explanation shall be shared with the public.
- g) Notwithstanding any other provision in this Agreement or its Schedules, the Principal of a School or the respective manager of a Municipal Facility, shall be able to determine if a particular use will be allowed to occur in their School or Facility.
- h) Appeals from a refusal by a Principal or manager of a Municipal Facility to allow a particular use within their School or Municipal Facility shall be made:
  - i) in the case of a School, first to the Principal's Superintendent and thereafter to the appropriate Board; and
  - ii) in the case of a Municipal Facility, first to the CAO and thereafter to Council.
- i) Notwithstanding any other provision in this Agreement, the Municipality and/or any of the Boards may remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, if the facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.

## **11) OPERATING GUIDELINES FOR JOINT USE SPACE**

The Parties hereby agree to be bound by and comply with the Operating Guidelines which are attached to this Agreement as Schedule "E".

## **12) DISPOSAL OF UNNEEDED SCHOOL SITES**

- a) If a Board concludes that it no longer requires Reserve Land that was previously transferred to it by the Municipality, the Parties shall meet, and the other Board(s) shall determine if they require that Reserve Land.

- b) If the Reserve Land is required by one of the other Board(s), the Reserve Land shall be transferred to that other Board. Any dispute between the Boards shall be resolved through the Dispute Resolution Process described in Schedule "G".
- c) In the event that the Reserve Land is not needed by any Board, the Board in possession of the Reserve Land shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the Education Act or other legislation.
- d) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The School Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies.
- e) If the Municipality opts to acquire the Reserve Land, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land. The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.
- f) In the event that the Municipality elects not to assume ownership or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:
  - i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, including any environmental remediation that may be required, or
  - ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the Municipality to acquire the non-School Portion and sale of the School Portion.

### **13) DISPUTE RESOLUTION**

- a) Operational issues shall be addressed initially by administrative staff of the respective facilities. In the event that the administrative staff is unable to resolve an operational issue then such issue shall be brought forward to the Operating Committee in a timely manner. The decision of the Operating Committee regarding operational issues shall be final and binding.
- b) The Parties agree to follow the Dispute Resolution Process outlined in Schedule "G" for non-operational disputes.

#### **14) APPLICABLE LAWS**

This Agreement shall be governed by the laws of the Province of Alberta.

#### **15) INTERPRETATION**

- a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
- b) The insertion of headings and sub-headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

#### **16) TIME OF THE ESSENCE**

Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Boards is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Municipality and the Boards.

#### **17) NON-WAIVER**

The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

#### **18) NON-STATUTORY WAIVER**

The Municipality in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Municipality of any approval or permit as may be required pursuant to the *Municipal Government Act* and any other Act in force in the Province of Alberta. The Municipality, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Municipality, its Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

Each Board in entering into this Agreement is doing so in its capacity as a school board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta

and nothing in this Agreement shall constitute the granting by the Board of any approval or permit as may be required pursuant to the *Education Act* and any other Act in force in the Province of Alberta. The Board, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Board, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school board and as the officers, servants and agents of a school board.

## **19) SEVERABILITY**

If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

## **20) FORCE MAJEURE**

- a) Force majeure shall mean any event causing a *bona fide* delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm's length with such party, resulting from:
  - i) an inability to obtain materials, goods, equipment, services, utilities or labour;
  - ii) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
  - iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
  - iv) a strike, lockout, slowdown, or other combined action of works;
  - v) an act of god.
- b) No Party shall be liable to the other Parties for any failure to comply with the terms of this Agreement if such failure arises due to force majeure.

## **21) INSURANCE**

In addition to any other form of insurance, as the Parties may reasonably require against risks, which a prudent owner under similar circumstances and risk would insure, the Parties shall at all times carry and continue to carry comprehensive general liability insurance in the amount of not less than

FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury, personal injury or death, and when applicable, course of construction insurance in an amount to be determined based on the value of the anticipated construction project, as would be placed by a prudent contractor. The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional named insured. The amount and type of insurance to be carried by the Parties pursuant to clause may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties pursuant to this clause shall contain, where appropriate, a severability of interests' clause or a cross liability clause.

## **22) INDEMNIFICATION**

Each Party (the "Indemnifying Party") to this Agreement shall indemnify and hold harmless the other Parties (the "Non-Indemnifying Parties"), their employees, servants, volunteers, and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act of omission of the Indemnifying Party, its employees, servants, volunteers or agents in the performance and implementation of this Agreement, except for claims arising out of the sole negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents.

## **23) NON-ASSIGNMENT OR TRANSFER**

No Party may assign, pledge, mortgage or otherwise encumber its interest under this Agreement without the prior written consent of the other Parties hereto, which consent may be arbitrarily withheld. Any assignment, pledge or encumbrance contrary to the provisions hereof is void.

## **24) SUCCESSORS**

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

## **25) NOTICES**

All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Superintendents using the mailing address for their respective offices as shown below:

Municipality of Jasper  
PO Box 520  
Jasper, AB T0E 1E0

Grande Yellowhead Public School Division  
3656 - 1st Avenue  
Edson, AB, Canada T7E 1S8

Conseil scolaire Centre-Nord  
8627, rue Marie-Anne-Gaboury (91 St.), bureau 322  
Edmonton, AB T6C 3N1

Email notification to the CAO or each Superintendent may also be used to provide written notices required or described in this Agreement.

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

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Chief Administrative Officer  
Municipality of Jasper

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Superintendent  
Grande Yellowhead Public School Division

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Superintendent  
Conseil Scolaire Centre Nord Facilities

**Schedule "A" – Municipal Facilities Available for Joint Use**

<b>Name of Facility</b>	<b>Legal Description of Parcel(s) Containing Facility</b>	<b>Description of Facility and Amenities</b>
Jasper Activity Centre	Block PCL CW, Plan 7820953	Multi-purpose hall, Stage, Racquetball/Squash Court, Tennis Courts, Curling Rink
Jasper Arena	Block PCL CW, Plan 7820953	Arena
Jasper Fitness and Aquatic Centre	Block R10, Plan 8820963	Fitness Centre, Bouldering Wall, Aquatic Centre, Sand Volleyball Court
Centennial Park	Block R5, Plan 8021555	Ball Diamonds, Soccer Pitch, Tent
Commemoration Park	Lots 1-29, Block 19, Plan 4061E0	Sport Field, Stage

**Schedule "B" - Grande Yellowhead Public School Division Facilities Available for Joint Use**

<b>Name of School</b>	<b>Legal Description of Parcel(s) Containing School</b>	<b>Description of Facility and Amenities</b>
École Jasper Elementary School	Lots 1-29, Block 19, Plan 4061E0	School field, classrooms, gymnasium, library, washrooms
Jasper Junior/Senior High School	Block R11, Plan 8820963	Classrooms, gymnasium, home economics room, washrooms and showers

**Schedule "C" – Conseil Scolaire Centre Nord Facilities Available for Joint Use**

<b>Name of School</b>	<b>Legal Description of Parcel(s) Containing School</b>	<b>Description of Facility and Amenities</b>
École Desrochers	Block R11, Plan 8820963	Classrooms, washrooms, atrium

**Schedule “D” – Joint Use Times**

<b>Facility Type</b>	<b>Available Times School Year</b>
École Jasper Elementary School	Monday through Friday between 15:00 and 22:00 and Saturdays between 08:00 and 17:00
Jasper Junior/Senior High School	Monday through Friday between 18:00 and 22:00 and Saturdays between 08:00 and 17:00
Municipal Facilities	Available during normal business hours, must be pre-booked with facility coordinator.
	<b>Available Times Summer Months</b>
École Jasper Elementary School	Monday to Sunday for Summer Camps Monday to Friday for Summer Fun program
Jasper Junior/Senior High School	Monday to Sunday for Summer Camps
École Desrochers	Monday to Friday for Summer Fun program

Community use of School Facilities on Sundays and outside of Joint Use Hours may be considered through special request.

School use of Municipal Facilities during July and August for Summer School Sessions shall be considered based upon the availability of the facility.

From time to time it is understood the Schools and/or Municipal Facilities will be unavailable due to them becoming polling stations for provincial or federal elections.

## Schedule “E” – Operating Guidelines for Joint Use Space

### User Group Eligibility

To be eligible to use a Joint Use Space in a School, a user group must:

- Provide a current membership roster to the Facility Scheduling Coordinator
- Engage in activities that are recreational, cultural or educational in nature
- If it is a political group, be a locally based affiliate of a registered provincial or federal party or be for the purpose of local government
- Be non-profit
- Undertake, in writing, to have their members and/or participants uphold the rules and regulations of these Operating Guidelines

To be eligible to use a Municipal Facility that is a Joint Use Space, a User Group must be affiliated with a school or a program or event offered by a school that is located within the geographic boundary of the Municipality and their Board must be party to this agreement.

A User Group may be barred from using Joint Use Space if:

- The group has failed to pay fees related to the group’s prior use of any Joint Use Space
- The group has failed to provide the required insurance
- The group has failed to pay for damages which occurred as a result of the group’s prior use of any Joint Use Space
- The past conduct of the group, or members of the group or invited participants, during the use of Joint Use Space was, in the opinion of the Principal, Facility Manager, or Facility Scheduling Coordinator inappropriate, or not in keeping with the rules and regulations of the Joint Use Space that was booked, or, if repeated, would be likely to cause damage to the Joint Use Space

In the case of a School, any user group that is barred from the use of Joint Use Space may appeal the decision first to the Principal’s Superintendent and thereafter to the appropriate Board. In the case of a Municipal Facility, a barred User Group may appeal first to the CAO and thereafter to Council.

### Insurance Coverage

In addition to any other form of insurance a User Group may reasonably require for risks against which a prudent user under similar circumstances and risk would insure, a User Group shall be required to carry General Liability Insurance naming the Municipality and the Board in whose building or on whose land they are conducting their activities as additional insureds.

The minimum insurance requirement shall be \$5 Million.

### **Booking Joint Use Space**

Booking the use of Joint Use Space within Schools by User Groups shall be made through the Municipality's Facility Scheduling Coordinator.

Booking School use of Municipal Facilities identified as Joint Use Space shall be made through the Municipality's Facility Scheduling Coordinator.

### **Cancellation of Bookings**

A booking for use of Joint Use Space within a School may be cancelled at any time by the School principal. The principal shall provide as much notice as reasonably possible to the Facility Scheduling Coordinator of the cancellation. The Facility Scheduling Coordinator shall notify the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within a School at any time with notice to the Facility Scheduling Coordinator of the respective Board.

A booking for use of Joint Use Space within Municipal Facilities may be cancelled at any time by the Facility Scheduling Coordinator. The Facility Scheduling Coordinator shall provide as much notice as reasonably possible to the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within Municipal Facilities at any time with notice to the Facility Scheduling Coordinator.

If the scheduled use required specially trained or technical staff to be available, the User Group may still be charged for such services if the cancellation is made by the User Group less than seventy-two (72) hours before the scheduled booking.

### **Fees for Joint Use Space**

Fees charged to any Party to this Agreement or to any User Group for the use of Joint Use Space within Joint Use Hours shall be limited to:

- The use of specialized equipment
- The provision of specially trained or technical staff (e.g. swimming lesson instructors, lifeguards, theatre technicians, computer lab technicians) necessary for the use of the Joint Use Space
- Any additional janitorial or custodial services related to the use of the Joint Use Space
- The provision of supervisory staff or hosts related to the use of the Joint Use Space

## **Equipment**

The right to use Joint Use Space includes the right to, within a gymnasium space, make use of badminton and volleyball posts and basketball hoops. Any and all equipment required by a User Group must be requested at the time of booking.

## **Custodial Responsibility and Building/Facility Maintenance Responsibility**

The respective School Board shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by that Board.

The Municipality shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by the Municipality.

## **Damages to Joint Use Space**

For Joint Use Space in a School, the Municipality shall be responsible for the recovery of costs to repair damage that occurred in Joint Use Space during the use of that space by a User Group that is not affiliated with the respective Board that owns the facility that was damaged.

For Joint Use Space in a Municipal Facility, each Board shall be responsible for damage occurring in Joint Use Space during the use of that space by their respective Schools.

## **Playing Fields and Playgrounds**

For the purposes of this section, the following definitions shall apply:

“Playfield or Playing Field” means a designated outdoor playing area designed for various sports and includes rectangular turf fields and ball diamonds.

“Playfield Maintenance” means the regular mowing, fertilizing and lining of playfields.

“Playground” means an area designed for outdoor play or recreation, especially by children, and often containing recreational equipment such as slides and swings.

“Refurbishment” means to aerate, top dress and over seed taking the playfield off line for a 12 month period.

“Re-development” means the stripping and grading of the playfield to reshape the grade and/or the complete replacement of the top soil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields. Redevelopment would anticipate the closure of the playfield for up to two years.

Maintenance of playing fields on Municipal lands shall be the responsibility of the Municipality and maintenance of playing fields on School lands shall be the responsibility of the respective Board.

The Parties agree to ensure that field markings are in place at the commencement of the spring/summer season.

Each Party shall perform regular assessments on playfield conditions to determine short term and long term maintenance, or as appropriate, refurbishment required for each playfield. The Parties shall advise each other of any major refurbishment or redevelopment of playfields.

Each Party shall be responsible for the development of playing fields, including the construction of soccer pitches and softball or baseball diamonds, located on their respective lands.

Upgrades to playing fields located on Municipal lands that are desired or required by a Board shall be the responsibility of the Board. All costs of such upgrades shall be paid by the Board requiring the upgrade. If a playing field has been upgraded by a Board, the responsibility for maintaining that playing field shall pass to the Board and all costs of maintaining the upgraded playing field shall be paid by the Board.

Maintenance of playgrounds shall be the responsibility of the Party upon whose lands the playground is located. Maintenance of playgrounds does not include or guarantee replacement of the playground.

Despite the identity of the Party that funded or installed a playground, the Party upon whose land it is located shall at all times have the right to remove the playground if ongoing maintenance of the playground is unwarranted due to safety concerns, or because of costs associated with ongoing maintenance. The replacement of the playground is at the sole discretion of the Party upon whose land it is located.

## Schedule "F" – Dispute Resolution Process

### Step 1: Notice of Dispute

1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter(s) under dispute to the other Parties.
2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

### Step 2: Negotiation

3. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to the Governing Committee to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
4. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Board ratification of any resolution that is proposed.
5. Representatives shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions. Representatives shall attempt to craft a solution to the identified issue(s) by seeking to advance the interests of all Parties. Representatives shall fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

### Step 3: Mediation

6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 calendar days of one Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party(ies) shall select one name from the short list and advise the other Party(ies) of their selection within 10 calendar days of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.
7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within 14 calendar days of the mediator's engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.

8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed ninety (90) calendar days from the date the mediator is engaged, without further written agreement of the parties.
9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
11. If after ninety (90) calendar days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

#### **Step 4: Arbitration**

12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within 30 calendar days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 calendar days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of King's Bench.
14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.
15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.

# Implementation Fact Sheet

## *Municipal Government Act (MGA)*

### Joint Use and Planning Agreements

## Relevant Legislation

MGA: s.670.1, s.672, s.673  
*Education Act*: s.53.1

## MGA Requirements

Joint use and planning agreements (JUPAs) are a formal partnership between a municipality and a school board to enable the integrated and long-term planning and use of school sites on municipal reserve (MR), school reserve (SR) and municipal and school reserve (MSR) land. More than one municipality or school board may be a party to a JUPA.

On June 10, 2020, the MGA was amended to require municipalities to enter into JUPAs with school boards. These agreements must be in place by June 10, 2023.

## What do municipalities need to know?

Municipalities are required to enter into JUPAs with school boards operating within their municipal boundaries. This requirement also applies to any other school board that may commence operations in the future. S. 670.1 (1),(2)

A JUPA must establish a process for discussing:

- the planning, development and use of school sites on MR, SR and MSR land in the municipality,
- the transferring of MR, SE and MSR land between a municipality and a school board (s.672, s.673 of the MGA),
- the disposal of school sites on MR, SR and MSR land, and
- the use of school facilities, municipal facilities, and playing fields on MR, SR and MSR land

including the maintenance of facilities and fields and the payment of fees and other liabilities associated with them.  
S.670.1(3)(a)(i)-(v)

A JUPA must also:

- outline how a municipality and school board will work collaboratively,
- establish a dispute resolution procedure, and
- establish a timeframe for regular review of the agreement. s.670.1(b)-(d)

Municipalities and school boards who have existing Joint Use Agreements in place should review their agreements to ensure that they meet the JUPA requirements set out in the MGA.

The Ministers of Municipal Affairs and Education have the authority to extend the three-year timeline requirement for entering into a JUPA.

## What resources are available to assist?

To learn more about the MGA or *Education Act*, visit Alberta King's Printer at:  
<https://www.alberta.ca/alberta-kings-printer.aspx>

## Questions:

Phone:	780-427-2225
Toll-free in Alberta	310-000
Email:	<a href="mailto:lgsmail@gov.ab.ca">lgsmail@gov.ab.ca</a>

To learn more about the MGA or *Education Act*, visit Alberta King's Printer at: <https://www.alberta.ca/alberta-kings-printer.aspx>

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## AGENDA ITEM 7.2

### REQUEST FOR DECISION

**Subject:** Climate Resilience Capacity Building Project  
**From:** Bill Given, Chief Administrative Officer  
**Prepared by:** Faraz Khan, Municipal Energy Manager  
**Reviewed by:** Bill Given, Chief Administrative Officer  
**Date:** March 14, 2023

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#### **Recommendation:**

That Committee direct Administration to proceed with the proposed climate resilience capacity building project.

#### **Alternatives:**

- That Committee direct Administration to discontinue the proposed climate resilience capacity building project.

#### **Background:**

The Climate Resilience Capacity Building program is a funding program offered by the Municipal Climate Change Action Centre (MCCAC). The program was open to applications on February 15, 2022. The deadline for project approvals is on March 31, 2023.

On December 15, 2022, the Municipality of Jasper submitted an Expression of Interest to participate in the Climate Resilience Capacity Building program.

On January 4, 2023, MCCAC confirmed that Municipality of Jasper's proposed project was eligible to receive up to \$80,000. The next step was to finalize a contractor and submit a funding application to MCCAC.

Between January 19, 2023 to January 31, 2023 the Municipality choose a contractor from MCCAC's pre-qualified contractor list, discussed the project scope with the contractor, requested and reviewed their proposal. On January 31, 2023, the Municipality decided to proceed with The Resilience Institute as the lead contractor.

On February 8, 2023, the application was submitted to MCCAC. The funding was approved on February 10, 2023.

#### **Discussion:**

The Climate Resilience Capacity Building program supports communities in Alberta to assess and address the impacts of climate change on their local environment, infrastructure, economy, and health. Moreover, the program facilitates community-to-community learning and networking on climate adaptation practices.

The Municipality of Jasper intends to develop a community-wide climate risk assessment, considering the unique context of being in a National Park and having an economy exclusively focused on tourism. This project will help the municipality understand its climate vulnerabilities and options for climate adaptation strategies.

The project aims to raise awareness about foundational climate concepts by providing training to staff and information to the community. Additionally, it will facilitate working sessions for staff and stakeholders to develop recommendations for climate adaptation strategies. To ensure effective community engagement, the Municipality intends to engage with the public, Parks Canada, and Tourism Jasper, as well as build upon existing

climate change adaptation and resilience work by Parks Canada. Furthermore, the project seeks to identify synergies with the Town of Hinton who are undertaking a similar project, using the same contractor.

The climate adaptation plan will inform municipal processes, including council policy development, administrative business planning, and future operational and capital budget recommendations.

The project deliverables include:

1. Regional climate projections and a suite of "about" climate change materials for communicating with the community.
2. A whole-community climate risk assessment following the Protocol for the Identification and Evaluation of Vulnerability to Climate Change (PIEVC) that will consider climate impacts on natural and built infrastructure, health, wellness, and culture of the community members.
3. A final report with recommendations for adaptation strategies and next steps, including possible synergies between Hinton and Jasper. The report will be a useful tool for informing municipal budgeting and future steps for developing an approach to climate resilience.

The project is tentatively scheduled to begin in March 2023 and complete by September 30, 2023.

#### **Strategic Relevance:**

- Collaborate with other municipalities, orders of government, Indigenous partners and advocacy associations.
- Welcome the expertise, innovation, creativity and commitment of community members, groups, associations and businesses.
- Value the unique opportunities and responsibilities arising from our location inside a National Park and World Heritage Site.
- Focus on prevention, mitigation, and preparation for natural disasters.
- Include an environmental lens into our decision making and operational plans.
- Proactively plan for and invest in the maintenance and management of our natural assets and built infrastructure.

#### **Inclusion Considerations:**

- The Government of Canada notes that some people face elevated health risks related to climate change. Examples include
  - if you have diabetes or kidney disease, you can be affected more by dehydration during extreme heat events, commonly called heat waves.
  - if you work outdoors, you are more exposed to extreme temperatures.
  - if you have a disability, you may be more severely impacted by climate-related disasters and you may face greater challenges accessing care and emergency assistance.

Source: <https://www.canada.ca/en/health-canada/services/climate-change-health/populations-risk.html>

#### **Financial:**

The total project cost is \$80,000 and will be fully funded by the Climate Resilience Capacity Building program from the MCCAC.

## AGENDA ITEM 7.3

### REQUEST FOR DECISION

**Subject:** S-Block Parking 2023  
**From:** Bill Given, Chief Administrative Officer  
**Prepared by:** Christine Nadon, Director of Protective & Legislative Services  
**Reviewed by:** Neil Jones, Licensing and Enforcement Manager  
**Date:** March 14, 2023



#### Recommendation:

- That Committee direct Administration to revise the Storage Lots Bylaw to increase rental fees to \$450 annually, including a provision to provide a \$30 annual discount for electronic payments, and return to a regular meeting for first reading;
- That Committee direct Administration to work towards standardizing practices in storage lots, including:
  - renewing leases with Parks Canada,
  - developing a maintenance plan with the Operations Department, and
  - bringing forward recommendations for capital upgrades in 2024
- That Committee direct Administration to develop a program for the S-Block parking lot where unused commercial stalls are made available to residents for winter seasonal vehicle storage, and summer seasonal paid parking.

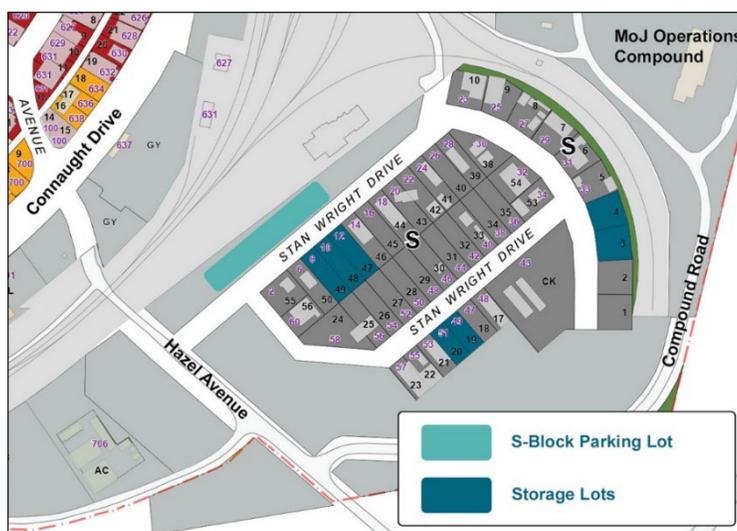
#### Alternatives:

- That Committee direct Administration to review other potential purposes for the current storage lots for other institutional uses; or
- That Committee direct Administration to discontinue work on this item and maintain current practices.

#### Background:

Since August 1, 2020, the Municipality of Jasper is operating a commercial parking lot in S-Block for Jasper-based businesses who wish to rent stalls on a monthly basis to store commercial vehicles or trailers. Businesses can rent a 22 feet long stall for \$150 + GST per month, or a 38 feet long stall for \$200 + GST per month. Bylaw Enforcement Services operates the program, while the Operations Department is responsible for management and maintenance of this capital asset.

The Bylaw Enforcement Service also operates storage lots in S-Block. The [Storage Lots Bylaw](#) sets out the eligibility, conditions, fees and penalties associated with this service. The cost of a storage lot is \$325.70 annually for 2023.



At the last Committee of the Whole meeting, Committee directed Administration to present proposed fee increases for S-Block parking for 2023 so the matter can be considered in conjunction with discussions on paid parking downtown. This also addresses an outstanding item on the Motion Action List from October 2022.

**Discussion:**

Storage Lots

The municipal storage lots in S-Block have been operated with minimal capital investments or program development for the last number of years. There is a substantial waiting list for the service, suggesting that there is a strong demand for vehicle and RV storage for residents in Jasper.

Discussions around whether the Municipality of Jasper should continue providing this service or not have been ongoing since 2019, when our leases with Parks Canada for the parcels expired. Administration’s recommendation, in addition to increasing the fees, is to standardize practices for the service, including renewing leases with Parks Canada; developing a maintenance plan in collaboration with the Operations Department; and planning for capital upgrades for 2024 and beyond. Uneven grading, lack of proper stall markings, and the general absence of a maintenance plan are causing operational issues with the administration of the storage lots.

As described in the first alternative in this report, there is a potential for other institutional uses on the current storage lots parcels. Challenges around the current commercial cap preclude any new commercial developments in S-Block, but through the Space Needs Analysis and further exploration of this topic, potential new institutional uses could be determined for some or all of the current storage lots parcels. This is a longer range discussion which does not necessarily impact the recommendations proposed in this report, with the exception of approvals for capital improvements for 2024, which would be subject to Council decisions this fall as part of the 2024 budget process.

The information in the table below is a summary of data collected by the Bylaw Enforcement Service in the fall of 2022 for storage lots in the region. The municipal storage lots in Jasper fall somewhere between “no services” and “limited services”. While the lots are fenced, we do not offer lighting or video surveillance. The lots are also somewhat inaccessible during the winter months as they are not plowed or maintained.

The Storage Lots Bylaw was last updated in 2018, setting the rates at \$295 annually and increasing by 2% on January first each year. The current price of a storage lot in Jasper in 2023 is \$325.70 annually.

Storage lot type	Services provided
With services	Electronic/individual gate access, video surveillance and/or alarms, lighting, fencing and 24/7 facility monitoring
Limited services	Lighting, fencing, video surveillance
No services	Generally on an acreage, no fencing or security

Storage Lot Location and Type	Annual cost
Hinton – with services	\$475
Hinton – no services	\$420
Edson – with services	\$600
Edson – limited services	\$540

Valemount – no services	\$960
Edmonton area – with services	\$500, \$575, \$540
Edmonton area – limited services	\$540

In view of the information above, Administration’s recommendation on this item is to increase the annual fee for storage lots to \$450. Although annual rate increases are slated for January each year, annual renewals for storage lots currently take place in October, which would allow enough time to provide adequate notice of a fee increase to current lessees. With 90 agreements currently in place for storage lots, Administration anticipates the proposed fee increase could generate up to \$11,200 in additional revenue annually (not including a potential discount for online payment).

The Bylaw Enforcement Service is actively seeking opportunities to modernize departmental practices, and as such is recommending offering a rebate for residents to pay their bills electronically. While the administrative supports to provide this option are not currently in place, they are being developed and could potentially be implemented in 2023 or 2024. Administration is recommending a rebate of \$30 on the final approved fee as an incentive for residents to pay online.

### S-Block Commercial Parking

In 2022, 15 out of 61 stalls rented on a monthly basis, which generated approximately \$27,000 in revenue. In October of 2022, following an administrative update on current practices and a proposal to develop a residential winter parking program for vacant stalls in this lot, Council directed Administration to “develop a revised parking program for stalls in the S-Block parking lot”.

The current practice and service offering for this facility is promoted as commercial parking. Administration is of the view that this use stemmed from an intent to facilitate commercial parking for local businesses, but cannot track down a Council decision limiting the use to commercial users.

Administration’s current proposal is to continue prioritizing commercial use of the parking lot, while expanding its use to residential vehicle or RV storage (winter) and paid parking (summer) to fill the vacant spots that are not utilized by commercial users. If Council is supportive of the general approach, Administration would develop more specific parameters for the program and return to Council to approve the purpose and determine the fees for each service.

### **Strategic Relevance:**

- Relationships
  - Communicate and engage with residents
- Organizational excellence
  - Entrust our staff to develop healthy relationships with the people they serve
  - Ensure residents receive quality service that provides strong value for dollar
  - Pursue alternative revenue sources and equitable distribution of costs

### **Relevant Legislation:**

- [Storage Lots Bylaw \(#208\)](#)
- [Traffic Safety Act](#) (RSA 2000, cT-6)

**Financial:**

- Increasing the annual storage lots fees to \$450 a year could yield an increase of approximately \$11,000 in revenue.
- Increased revenue for the S-Block parking lot would vary depending on the final determination on use and rates for the services provided.

## AGENDA ITEM 7.4

### REQUEST FOR DECISION

**Subject:** Paid Parking 2023  
**From:** Bill Given, Chief Administrative Officer  
**Prepared by:** Christine Nadon, Director of Protective & Legislative Services  
**Reviewed by:** Natasha Malenchak, Director of Finance & Administration  
John Greathead, Director of Operations & Utilities  
**Date:** March 14, 2023



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#### Recommendation:

- That Committee recommend Council:
  - convert the upper McCready Centre parking lot to resident parking only; and
  - increase the parking lot (off-street) rates to \$3/h;
- That Committee direct Administration to modify the resident permit program to a one-time registration process (no on-street action required), and maintain all other 2022 program parameters.

#### Alternatives:

- That Committee direct Administration to discontinue or modify the resident permit program; or
- That Committee direct Administration maintain all 2022 program parameters.

#### Background:

In the spring of 2021, Council approved a paid parking pilot project for on-street parking downtown. The program ran from July 21 through October 11, 2021 and was in effect from 9:00 a.m. to 5:00 p.m. daily for all two-hour parking in the downtown core. Council approved an on-street parking rate of \$2 per hour.

In January of 2022, Council approved the implementation of a permanent, seasonal, and expanded paid parking program, which now includes downtown parking lots and the 400, 500 and 600 blocks of Geikie Street. Council also approved hourly rates of \$3 per hour on-street, and \$2 per hour or \$12 per day in parking lots; the installation of payment kiosks; and the implementation of an exemption program for Jasper residents.

The budget forecast for program revenue in 2022 was \$500,000. This amount was exceeded and the total revenue for the program came in at \$668,354. The Municipality incurred \$147,762 in direct expenses to operate the program (software provider costs and some municipal program expenses), which resulted in a net revenue of \$520,592, and a net surplus of \$121,292 for 2022. The budget revenue target set by Council for 2023 is \$675,000. The approved 2023 capital budget also includes \$25,000 in funding for two additional payment kiosks to be installed this spring.

To support program decisions moving forward, Administration hired the services of a Curbside Mobility Specialist to help analyze the 2022 paid parking data. The attached executive summary presents statistics and analysis on Jasper's parkers, and provides alternatives and recommendations for consideration. Administration's recommendations for the 2023 program are presented in the discussion section of this report, with the intent that a second discussion on this matter would take place at the March 14 Committee of the Whole meeting prior to advancing items to Council for decision.

**Discussion:**

Administration is recommending to operate the 2023 paid parking program in a very similar fashion to the 2022 program. Minimal policy changes would allow Administration to continue monitoring and analyzing parking demand data, and help us track year-to-year changes and impacts on the program. A second year of running essentially the same program would also support our team gaining some experience and managing the program better, resulting in a more positive experience for visitors, residents, staff, downtown businesses and community partners involved in sharing information to visitors about paid parking.

Administration’s recommendations for 2023 are as follows:

- Maintain the 2022 paid parking zones, with the exception of converting the upper McCreedy Centre parking lot to resident parking only;
- Increase the parking lot (off-street) rates to \$3/h (i.e. match off-street and on-street parking rates);
- Maintain the 2022 maximum time limits for parking;
- Continue to operate a seasonal program between May 1 and October 31; and
- Modify the resident permit program to a one-time registration process (no on-street action required).

The following table presents the policy decisions implemented in 2022, Administration’s proposed parameters for 2023, and the options explored in the Jasper & HotSpot Analysis executive summary attached to this request for decision and their associated estimated financial impacts.

	2022	Proposed 2023	Options 2023	Options Financial Impact (approx.)
<b>Zones</b>	On-street downtown Geikie Street 8 parking lots	On-street downtown Geikie Street 7 parking lots 1 resident parking lot	None recommended. Current parking supply meets peak demand.	N/A
<b>Rates</b>	\$3/h on street \$2/h, \$12/day in parking lots Free for residents	\$3/h on street \$3/h*, \$12/day in parking lots Free for residents *expected to generate \$67K increase in revenue	Maintain parking lot rates at \$2/h  Increase on-street and parking lot rates by \$1/h each	\$0 (no new revenue)  \$137K increase
<b>Max time limit</b>	2 hours on-street 12 hours in parking lots	2 hours on-street 12 hours in parking lots	Increase on-street maximum time limit to 3 hours	Potential \$10K increase
<b>Term</b>	Seasonal, May 1 to October 31	Seasonal, May 1 to October 31	Year around paid parking	\$25K increase \$5.5K decrease in staffing costs from Operations Dept.
<b>Resident permit program</b>	One-time registration On-street 500-hour program	One-time registration	None recommended. Negligible impact on utilization and revenue, and on-street program difficult to administer.	N/A

The 500-hour residential permit program was particularly cumbersome to administer in 2022 as it generated the need for a number of separate permit types (five in total) for residents depending on their address of residence.

There were also significant technical challenges with the mobile app itself. Errors in permit type permissions and the unreliability of the system resulted in a very light approach to enforcement of the program. Administration's recommendation to simplify the resident exemption program to one permit type (register once, no on-street action required) can be accommodated within current resources allocated to the program. Reinstating the 500-hour program (or any program requiring on-street action from residents, other than regular payment) would require additional staff resources, and additional development time and fees with the software service provider, which would be unlikely to be ready for implementation in 2023.

The rationale behind Administration's recommendation on the resident permits is based on data collected in 2022, which shows that resident use does not have a material impact on parking availability downtown from May to October. During peak times specifically (July and August), the data demonstrates that residents are not taking their vehicles downtown. The Municipality has other opportunities to encourage or support more environmentally conscious transportation options. Efforts currently underway in this area include work on public transportation alternatives and active transportation.

### **Strategic Relevance:**

- Community Health
  - Recognize the fundamental importance of our tourism economy
- Relationships
  - Nurture our most important relationship which are those within our organization, all of whom share a commitment to best serve our community
  - Communicate and engage with residents
- Environment
  - Increase opportunities for active transportation and transportation alternatives
- Organizational excellence
  - Entrust our staff to develop healthy relationships with the people they serve
  - Ensure residents receive quality service that provides strong value for dollar
  - Pursue alternative revenue sources and equitable distribution of costs

### **Inclusion Considerations:**

- The Municipal Inclusion Assessment Tool has been applied to this recommendation.

### **Relevant Legislation:**

- [Traffic Safety Bylaw #244](#)
- [Traffic Safety Act](#) (RSA 2000, cT-6)

### **Financial:**

The 2022 paid parking program generated \$520,592 in net revenue. Direct costs accounted for in this net revenue figure include approximately \$15,000 in materials, mainly for posts, hardware and regulatory signage to cover the expanded areas from 2021 (parking lots and Geikie Street); and salaries and benefits in the amount of \$36,000 to support a term bylaw enforcement position.

Indirect costs (unaccounted for in net revenue above) include:

- \$8,000 dollar value for the Operations Department staff time to install the posts and signs in the spring;
- \$2,600 dollar value for the Operations Department staff time to remove signs in the fall;

- Since the posts are now in place, staff time required for setup and take down for a seasonal program would be reduced to approximately \$5,500 annually;
- Staff time to plan, operate, administer, communicate and provide front line and back-end services to support the program. Upwards of 20 staff members from all departments were involved in the program in 2022, namely for the administration of the residential permit program.
  - Administration anticipates less staffing requirements in 2023 as we gain experience with the program and simplify the residential permit program (if approved by Council).

Paid parking revenue and expenses are grouped differently in the 2023 operating budget, and now appear directly in the Bylaw Enforcement Service budget as a regular program for the department. Revenues from the program are allocated as directed by Council during the budget process, and support various municipal programs and initiatives.

**Attachment:**

- Paid Parking Report 2022 – Jasper & HotSpot Analysis Executive Summary



# Jasper & HotSpot Analysis

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May to October 2022 Data

## Executive Summary





## Insights & Recommendations

### Public Parking Demand

**Weekly and Monthly Trends:** Many of the trends seen in the parking data were expected, with others being slightly surprising. Transactions (and in turn revenue) peaking in the touristy summer months and on weekends was expected, as well as off-street sessions being generally longer than on-street sessions. Although there were peak days and months, transactions remained relatively high in shoulder months and weekdays, indicating that demand remains strong throughout the summer.

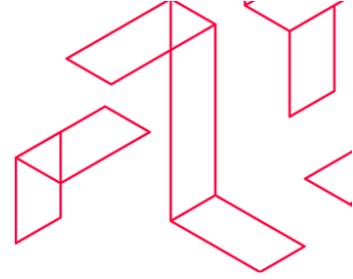
**Parking Rate Discrepancies:** The increased cost of on-street parking didn't appear to deter drivers, with proportionally more sessions occurring on-street to off-street (68% to 32%) compared to their corresponding supply of parking (52% to 48%). Even without having data on adjusted parking rates and resulting demand, it can be said that drivers seem relatively indifferent to small differences in price due to the spread of demand for on-street and off-street parking with different rates.

**Dwell Times and Revenues:** With average dwell times being relatively low (overall 1.7 hours) compared to the time range parking is available (12 hours off-street and 2 hours on-street), policies such as maximum stays or discounted daily rates would likely have minimal effects on parking usage and revenues. Also, the average driver spent \$4.20 for parking.

**On-Street Zones and Geikie Street:** The on-street parking was heavily utilized with majority of sessions and revenues coming from on-street. Geikie Street (Zone B), a block over from the main strip, definitely had less usage compared to the main on-street zone (Zone A) with lower daily average occupancy (4.6% to 18%) and less revenue collected per parking space (\$236/space to \$1041/space). Users did however tend to stay longer on this street and a significant portion of revenue was still generated (\$23K), making this paid parking zone still worthwhile. It also prevents visitors from easily finding free parking right next to paid lots and on-street parking.

**McCready Lots and Usage:** McCready Centre parking lots, both upper and lower (Zones 1 and 8) appear to have very low occupancies (average rate less than 5%) throughout the day and had very few sessions, generating less than \$2000 in revenue. These lots could likely be converted to other uses such as resident only parking or even something else than vehicle storage, without an impact on supply or revenues.

**Overall Occupancy and Expanding Paid Parking:** In general, zones near the main strip or on the main road into the City (Zones 2, 4, 5 and A), have relatively greater occupancy compared to other zones further away. This held true even during maximum occupancies spanning between July and early September. Expanding paid parking to other lots and on-street spaces would likely have a decaying rate of return and may not be worth the extra effort of more signage and enforcement.



## 500 Hour Resident Parking Program

It is worth stating that any insights taken from this data are unable to factor in permit sessions where residents did not use the app, however trends can still be detected from the data.

**Proportion of Paid to Permit:** It is seen that resident parking represents only a small portion of parking in paid areas, with residents only being just over 5% of sessions. Resident parking does not seem to make up a significant part of the parking demand.

**Resident Behaviours - Sessions:** It seems like residents avoided busier times with less sessions occurring on weekends, and peak tourist months. Number of residents parking actually peaked in September and October, compared to the general paid parking that peaked in July and August. This may also be a result of better education on the permit program. Residents also are more likely to park up to the maximum allowable time at parking lots compared to visitors. Up to 10% of resident parking sessions were as long as the maximum stay compared to only up to 3% of visitor sessions at off street lots.

**Resident Behaviours - Locations:** It is also observed that residents didn't really favour any particular lot, compared to visitors who heavily favoured Zones 4 and 5. When looking at off versus on street, there is a slight preference from residents for off-street compared to visitors, but not significantly.

**Tourist Impacts:** Based on occupancy numbers, residents had minimal impact on parking availability for tourists as overall occupancy rarely ever exceeded the 80% threshold where users start to struggle to find parking. In fact, the average occupancy rate stays below 30% for all zones, with the maximum occupancy value hardly going over 85%.

**Potential Locations for Permit Only Lots:** A permit only parking lot could potentially benefit residents by giving them guaranteed parking on busy tourist days. With almost 50% of sessions being made by residents in Jasper the Bear Lot, as well as as a significant number of sessions for a small lot (12 spaces), this could stand to be a good resident permit parking lot. It is worth noting though that residents finding parking is likely not a major issue with low occupancies across town, so a resident parking lot would likely not be required.

**Effects of Program:** Based on the 2022 results, it would appear that providing free parking to residents through a permit program has minimal effects on parking utilization and revenues for the Municipality of Jasper. Even without knowing the numbers of residents who parked without using this permit program, it is unlikely that expanding this program to automatically allow (i.e., no app required) residents to park in paid parking spaces would result in any significant impacts on parking availability for tourists. If anything, instituting dedicated permit holder parking lots or time limits in paid spaces for permit holders could alleviate any potential issues.

It is worth noting that a simpler resident permit program would impact the ability to track resident parking and trends, as well as understand overall occupancy of parking zones for real time maps or future reports. However, given that the percentage of resident parking is so low, the effect of this is likely minimal.



## 2023 Outlook

Only so much can be put into a report - the most effective way to forecast future parking revenues and utilization is to use dashboards such as CurblQ's Curb Analyzer to play around with various filters and settings to output various scenarios. Having said that, some scenarios were run to provide some outlooks on what parking could look like in 2023.

**Year Around Paid Parking:** Even assuming just 50% of the occupancy from October for the winter months (November to April), which is around 5000 sessions per month, parking revenues could still increase by around \$25K with year round paid parking.

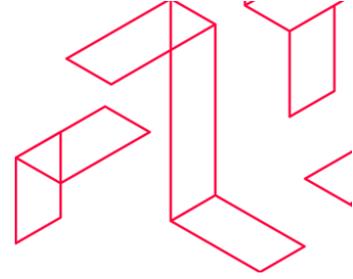
**Matching Off-Street and On-Street Rates:** The difference in parking rates between on and off street did not seem to have much impact on users' parking behaviour. Therefore, if off-street rates were raised to \$3/ hour to match on-street, an increase in revenue of \$67K could be seen, even with a 10% decrease in off-street parking transactions being factored in and maintaining the max daily rate of \$12.

**Increasing Parking Rates:** An increase in rates usually causes drivers to search for other parking options, although this could provide to have a limited effect when it is mostly tourists parking. Assuming a 10% reduction in sessions, an increase of parking rates across town by just \$1 / hour could generate an additional \$137K of parking revenue in a year.

**Removal of 500 Hour Resident Parking Program:** Less than 5% of the total transactions are resident parking, indicating that residents have little impact to the overall parking situation in the town. This holds even more true considering overall occupancies are rarely at a max which would imply residents are taking spaces from visitors (or vice versa). Therefore removing the resident program would likely have negligible impacts on revenues in future years with lots of parking available for residents and visitors alike.

**Removal/Modification of Max Time Limit:** With over 40% of on-street sessions hitting the max stay of 2 hours, there could be potential for extended parking hours to generate more revenue. Assuming just 30% of sessions that parked for 2 hours would extend to 3, an additional \$10K in revenue could be realized. Additional factors on this change could be that longer stays means less turnover and more off-street parkers (who generally stay longer) transitioning to on-street, meaning potentially much higher occupancy numbers for on-street parking.

Regardless of the policy changes (or lack thereof) for paid parking in 2023, continuing to monitor and analyze parking demand data on an annual basis can help town staff track year-on-year changes and the corresponding impacts, resulting in more informed decisions to optimize parking and curbside operations for the Municipality of Jasper in future years to come.



## Appendix A – Additional Data

Table 12 - Maximum Occupancy for Each Month

Month	Off or On Street	Max Occupancy (%)	Date	Time (24 Hour)
May	On-Street	25	2022-05-28	20:00
	Off-Street	4	2022-05-31	17:00
June	On-Street	39	2022-06-26	17:00
	Off-Street	59	2022-06-30	16:00
July	On-Street	50	2022-07-31	20:00
	Off-Street	83	2022-07-30	17:00
August	On-Street	46	2022-08-01	17:00
	Off-Street	83	2022-08-07	20:00
September	On-Street	48	2022-09-03	19:00
	Off-Street	81	2022-09-04	20:00
October	On-Street	38	2022-10-08	20:00
	Off-Street	44	2022-10-08	18:00

Table 13 - Maximum Occupancy for Each Day of Week

Month	Off or On Street	Max Occupancy (%)	Date	Time (24 Hour)
Monday	On-Street	46	2022-08-01	17:00
	Off-Street	79	2022-08-01	18:00
Tuesday	On-Street	41	2022-08-09	18:00
	Off-Street	63	2022-08-02	17:00
Wednesday	On-Street	42	2022-08-03	20:00
	Off-Street	68	2022-07-06	18:00
Thursday	On-Street	41	2022-08-04	17:00
	Off-Street	76	2022-08-11	17:00
Friday	On-Street	41	2022-08-05	20:00
	Off-Street	70	2022-07-01	15:00
Saturday	On-Street	48	2022-07-02	20:00
	Off-Street	83	2022-07-30	17:00
Sunday	On-Street	50	2022-07-31	20:00
	Off-Street	83	2022-08-07	20:00

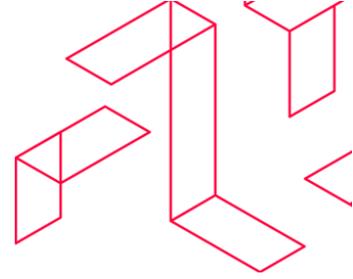


Table 14 – Permit Types Purchased in 2022

Permit Name	# of Permits Purchased	% of Total Permit
Full Day Parking Lot	67	2.17
Full Day Permit On Street	5	0.16
Half Day Permit On Street	6	0.19
Local Business Permit	35	1.13
Mobility and Technology Permit	401	12.98
Paid Parking Zone Resident	88	2.85
Resident At Large	1163	37.65
Residential Parking Zone	1112	36.00
Residential Permit	9	0.29
Residential Visitor	4	0.13
Senior Permit	32	1.04
Visitor Permit	167	5.41

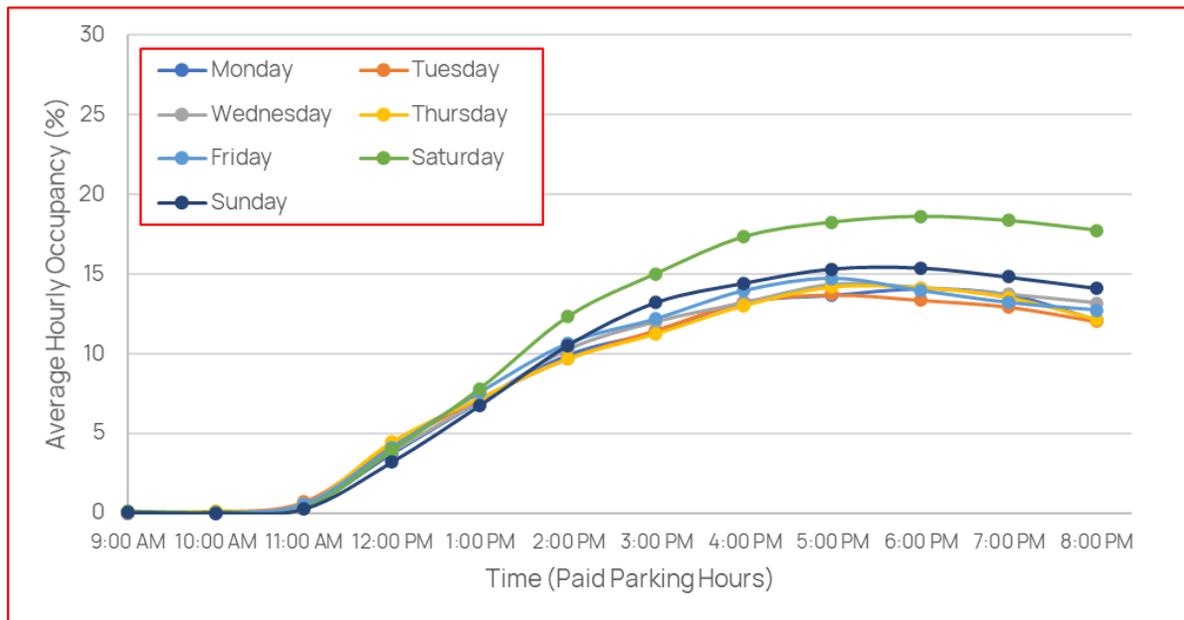


Figure 3 – Average Parking Occupancy Aggregated by Day of Week

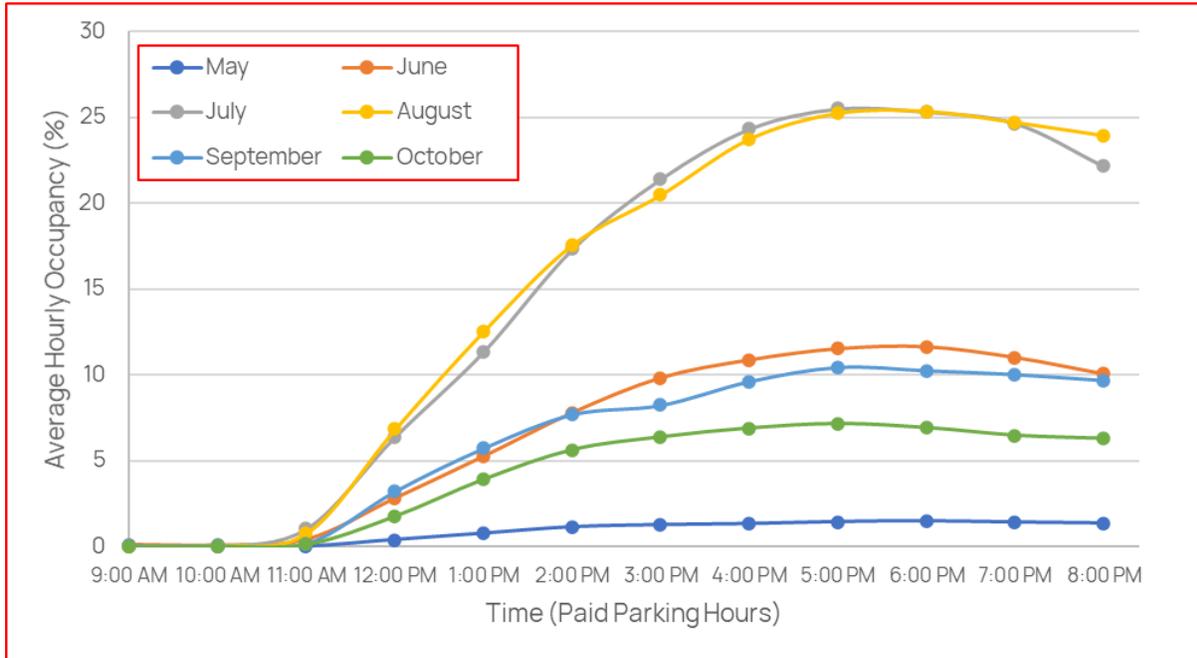
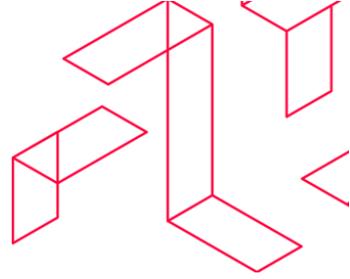


Figure 4 – Average Parking Occupancy Aggregated by Month

## Appendix B – Data Cleaning & Assumptions

Several steps had to be completed when cleaning the data to calculate the metrics displayed above. These are noted below for your reference:

- Only transactions between May 19<sup>th</sup> and October 31<sup>st</sup> 2022 were used in calculations
- Only transactions completed between 9 AM and 9 PM were used in calculations
- Any transaction that was cancelled (i.e., was completed but then fully refunded) was not used in calculations
- Transactions from additional HotSpot IDs 1100 and 2400 were not included in calculations
- % of Total Permit Sessions Vs Total Zones Calculation: take the number of permit sessions for the given zone and divide by the total number of permit sessions VS divide by the total number of sessions (permit + normal) for the zone, then multiply by 100%

# JOINING

ALBERTA LIVING  
WAGE NETWORK



# ABOUT US



The Alberta Living Wage Network is made up of community organizations and municipalities with the goal of advancing a coordinated living wage movement in Alberta. The network assists communities in their annual living wage calculation and provides certification to qualifying living wage employers.

# WHY JOIN?

## THE PERKS

- Yearly community specific living wage calculation
- Common methodology and key messages across Alberta
- No financial barriers (no fee in your first year, then recommended membership fee determined by members)
- Communications support (ie: press releases, social media cards, one-pagers)
- Being a part of a supportive and forward moving collaborative with other municipalities and community organizations
- Directly impact the Network's work and trajectory
- Opportunities for further involvement through subcommittees (community engagement, evaluation, advocacy)
- Certifying employers in your community
- More people making a living wage in your community means a boost to the local economy and less reliance on social services

## LEARN MORE

[livingwagealberta.ca/](https://livingwagealberta.ca/)





Alberta Living Wage Network  
Memorandum of Agreement  
January 1, 2022—December 31, 2024

Alberta Living Wage Network  
Organization and Accountability Framework

**Leadership Council:** Composed of representatives of network proponents who have signed the Network's Memorandum of Agreement (MOA) and contributed funds for the development and operation of the network.

Role:

- Champion the Alberta Living Wage Network
- Select a Backbone Organization and Financial Guardian for the Network
- Create an annual budget for operations
- Review, approve, and monitor the Network's annual workplan
- Ensure appropriate resourcing of the Network; seek out ongoing funding
- Complete an annual evaluation of the Network and incorporate the learning into the following year's workplan
- Complete an annual evaluation of the Coordinator

Operation:

- Select a Chair
- Approve an annual operating budget
- Approve all Network expenditures through a budget process or by written agreement
- Meet monthly or as needed, either in person or virtually
- Members assume tasks in carrying out the work of the Network
- Review annually and amend the MOA as required
- Review annually and amend the Terms of Reference as required

**Backbone Organization:** A member of the Leadership Council.

Role:

- Support and provide direction to the contract staff team on behalf of the Leadership Council
- Maintain an electronic copy of all minutes, etc.
- Provide operational updates to the Council

Operation:

- Must be a registered non-profit
- A contract outlining responsibilities is signed
- The backbone organization will charge a fee of 10% of the Network's operating expenses as an administration charge

**Financial Guardian:** A non-profit and a member of the Leadership Council. See Appendix 1.

## Alberta Living Wage Network Terms of Reference

### **Main Objectives of the Network**

- To engage all sectors of the community, including employers, municipalities, and other community organizations in actions that will increase the number of Albertans making a living wage
- To disseminate information about the living wage
- To develop strategies for improving the income and wages of Albertans

### **Role of the Network**

- Assist in developing campaign priorities, strategies, targets, and actions
- Assist in the selection of contractors
- Guide and support the work of contractors and volunteers
- Connect the Network with represented constituencies and other contacts for the purpose of mobilizing greater support for the adoption of living wages in Alberta
- Contribute to building leadership capacity among affected workers and communities
- Assist in developing criteria and procedures for recognition of living wage employers and positive employment practices
- Guide and support further research into the situation of low-wage workers in Alberta
- Support the ongoing search for resources to sustain and grow the Network

### **Membership**

- Network membership is open to individuals, municipalities, and organizations. Potential members are first vetted by a Network staff member, i.e., the Coordinator.
- Members are expected to sign the Memorandum of Agreement, make an annual financial contribution to the Network by paying their membership fee, regularly attend Leadership Council meetings, provide data and information for their local living wage calculation, and support the Network's calculation methodology.
- The annual membership fee is "pay what you can" for the first year. Following the first year, Members are to pay a fee as set by the Leadership Council. Members unable to afford this fee are encouraged to contact the Coordinator to discuss options.
- All Network members are able to sit on the Leadership Council, attend meetings, and vote on decisions. This is to be reviewed annually as the Network grows, and is subject to change.

### **Benefits of Membership:**

- Having a unique living wage calculated for your community, based on a standardized province-wide methodology
- Funding the wages of paid contractors working to maintain the Network and advance the living wage in Alberta
- Working alongside other municipalities and organizations to reduce duplication and cut costs

- Access to the living wage calculator
- Employers in your community can be certified under the Living Wage Employer Recognition Program
- One-on-one support as needed with the Coordinator, Communications Consultant, and other Network members
- Involvement in discussions and meetings, and the ability to vote on decisions
- Demonstrating a commitment to advancing the living wage in Alberta

### **Meeting and Procedures**

- The Leadership Council will meet monthly or as needed
- Decisions will be made through a vote of the attending Members at each Leadership Council meeting, and the results of each vote will be recorded in the minutes
- Executive working groups or committees may be authorized to take on delegated tasks or decisions, as needed. Examples of committees include:
  - Methodology committee (e.g., selecting data for the living wage calculation)
  - Operational committee (e.g., membership fee discounts, small directional decisions)
  - Community engagement committee (e.g., lived experiences, Indigenous perspectives)
  - Employer working group (e.g., connecting living wage employers, employer perspectives on programs)
- The Terms of References will be reviewed annually

### **Decision Making**

- Prior to a decision being made, all Leadership Council members will have the opportunity to review all background materials and options pertaining to the subject matter
- The item for decision will be discussed with the goal of identifying opinions and gathering insight
- Following discussion, Members will be asked to raise their hands to vote for the measure, against the measure, or abstain. A decision is made when the majority of attending Members vote either for or against a measure. The meeting minutes will reflect the results of this vote.
- Only Members who attend the Leadership Council meeting where a decision is being made are able to vote on that decision
- Quorum for decision making is one-third of the Membership

### **Leaving the Network**

Any member can leave the Network by providing a two-month notice. Contributed funds remain within the Network.

Appendix 1:  
Alberta Living Wage Network  
Network Financial Guardian Role and Agreement

**Overview**

This agreement outlines the roles and responsibilities of the Alberta Living Wage Network Financial Guardian and Leadership Committee. The Financial Guardian will manage the finances on behalf of the Network. The agreement will be reviewed and signed annually.

**Signing Authority**

Signing Authority falls under the jurisdiction of the Financial Guardian who is responsible for paying all expenses incurred by the Network.

**Approval and Processing of Expenditures**

An annual operating plan and budget will be developed in collaboration with the Leadership Council to outline expenditures for the Network. All expenditures of the Alberta Living Wage Network will be approved by the Leadership Council in writing (email is acceptable) prior to an action being taken. All financial records (receipts/invoices and approval documents) will be retained for seven years.

**Liability**

The Financial Guardian will charge the Network a fee of 5% of Network expenses as an administration fee.

**Financial Reporting**

The Financial Guardian will provide quarterly financial reports and an annual financial report to the Leadership Council.

**Agreement Termination**

Either party may decide to terminate this agreement with a minimum of 60 days written notice.

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Signature of Chairperson, Leadership Council

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Signature of Financial Guardian Representative

Appendix 2:  
Contract Staff Team Roles & Responsibilities

**Alberta Living Wage Network Coordinator (“Coordinator”):** Contracted for 50 hours per month. Duties include:

- Coordinating and support the Network’s work as directed by the Leadership Council
- Recruiting new Members and Living Wage Employers
- Working collaboratively with other living wage groups in Canada
- Calculating the annual living wages

**Administrative Support:** Contracted for 20 hours per month. Duties include:

- Administrating the Employer Recognition Program
- Drafting reports, workplans, and other documents
- Scheduling meetings and documenting minutes
- Supporting the work of other staff members as needed

**Communications Consultant:** Contracted for up to 30 hours per month. Duties include:

- Creating news releases
- Maintaining relationships with the media
- Generating positive press coverage
- Updating ALWN’s social media accounts and website
- Graphic design and branding
- Creating key messages and communications tools for Members

Alberta Living Wage Network  
Membership Application

Organization(Individual) \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Contact Person \_\_\_\_\_

Address, telephone and email if different than above

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Financial Contribution:

On joining: \$ \_\_\_\_\_ (what you are to afford). Attached.

Please invoice.

Second year: \$1,500 – subsequently to be decided by the Council (will provide at least one year of notice if the minimum increases)

I have read and agree to the above terms and conditions.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Organization



The Alberta Living Wage Network is made up of community organizations, municipalities and individuals working to strengthen local economies and communities in Alberta. The network aims to support individuals and families experiencing poverty to earn a wage that covers their basic expenses and enables them to participate in their community. The network does this through calculating and releasing living wages for communities across Alberta, encouraging the adoption of living wage policies, and celebrating living wage employers.

## **Collaborative Social Contract For Network Members**

\_\_\_\_\_ is joining the Alberta Living Wage Network, a province-wide collaboration of people working to assist individuals and families experiencing poverty to earn a wage that covers their basic expenses and enables them to participate in their community. This agreement describes the mutual expectations between the Network and each of its members.

### **The network's expectations of our(my) network membership:**

**Trust:** We(I) will give trust to others before expecting to receive trust in return to grow the network.

**Commitment:** We(I) understand that advancing a living wage is a strategy that will assist people experiencing poverty to lift themselves out of poverty.

**Annual living wage calculation:** Will actively engage in the annual calculation of a living wage for my community by providing input and validating data and conclusions.

**Championing a living wage:** Will seek out opportunities to educate, advance and facilitate living wage discussions in our(my) circles of influence, leveraging communication and social media platforms with which we(I) are engaged.

**The Network Council:** Will actively participate on the Network Council, formally at meetings and informally sharing of expertise, learning and experience to advance the network.

**Living Wage Employers:** Actively identify living wage employers in our(my) community and facilitate their certification by the network.

**Financial contribution:** We(I) will make an annual financial contribution to the enabling and enhancing the capacity of the Network.

**Alberta Living Wage Network Memorandum of Agreement(MoA):** My organization signs the MoA.

**Our(My) Expectations of the Network:**

**Living Wage Calculation:** An annual living wage calculation for our(my) community.

**Living Wage employer certification program:** A process for certifying and recognizing living wage employers including appreciation collateral.

**Living Wage expertise and information:** Access to the latest living wage knowledge and information.

**Linking to other living wage networks:** Connections to other living wage work and developments nationally and internationally.

**Acknowledgement:** We(I) will be recognized on the Alberta Living Wage Network website.

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

Date\_\_\_\_\_

Alberta Living Wage Network

Approved\_\_\_\_\_

Signed\_\_\_\_\_ Date\_\_\_\_\_

From ALWN

Here are the costs/expectations of joining:

- Membership fees:
  - Upon joining, it's pay-what-you-can – we understand that your budgets may be set for the year, and we don't want finances to be a barrier for any municipality (recommended amount if possible is \$1,500)
  - For subsequent years, it's \$1,500 annually (this amount is determined by the members, and you will have at least one year's notice if this changes)
- Staff time:
  - Living wage calculation: Staff will need to collect some data locally (e.g., cost of child care and cost of tuition) and meet with me so I can walk them through the calculation (about 5 hours per year of staff time)
  - Monthly meetings: The members typically meet every month for 1.5 hours for updates, to approve documents, and determine the direction of the network's work
  - Subcommittees (optional): If interested, members have the opportunity to join subcommittees on specific things the network is working on (e.g., community engagement, evaluation, methodology, and advocacy)

Also, here are some benefits of joining:

- Standardized calculation: we collaborate with you to calculate your living wage each year using common methodology
- Cost effective: pay-what-you-can for the first year, then membership fee determined by members – much cheaper than hiring a contractor or doing the calculation in-house
- Communications support: key messages, media kit, customized social media cards for your community
- Provincial network: you'll be part of a supportive provincial network with other municipalities and community organizations

- Certifying employers in your community: more people making a living wage in your community means a boost to the local economy a reduction in the cost of poverty

## MOTION ACTION LIST

SHORT TITLE	REQUESTED (DATE)	RESPONSIBLE (WHO)	COUNCIL MOTION (DESCRIPTION)	TARGET (DATE)
Community Conversations – Town Internet Access	August 23, 2022	Director of Finance & Administration	That Committee direct Administration to explore opportunities for town wide internet access.	March 2023
Fruit Trees on Municipal Property	August 23, 2022	CAO & Director of Operations	That Committee direct Administration to return to a future committee of the whole meeting with proposed alternatives on how to deal with fruit trees on municipal land.	March 2023
S-Block Parking	October 11, 2022	Director of Protective & Legislative Services	That Committee direct Administration to develop a revised parking program for stalls in the S-Block parking lot, and report back at an upcoming Committee of the Whole meeting; and  That Committee direct Administration to propose a fee increase to the Storage Lots Bylaw (#208), and report back at an upcoming Committee of the Whole meeting.	March 2023
Traffic Advisory Committee Draft Terms of Reference	October 25, 2022	Director of Operations and Director of Protective & Legislative Services	That Council direct Administration to develop a draft Terms of Reference for a Traffic Advisory Committee and return to a future committee of the whole meeting.	March 2023
Provision of Services to Private Leaseholders at No Cost	November 1, 2022	Director of Operations	That Council direct Administration to bring the matter of the provision of services to private leaseholders at no cost back to the first Committee of the Whole meeting in April 2023.	April 2023
Clean Energy Improvement Program	December 13, 2022	Director of Operations and Director of Finance & Administration	That Committee direct Administration to work with Alberta Municipalities and develop the following and present them at a future committee of the whole meeting: <ul style="list-style-type: none"> <li>• A Clean Energy Improvement Program business case for Jasper</li> <li>• Draft Clean Energy Improvement Tax bylaw</li> </ul>	March 2023

<b>Early Learning and Child Care Strategy</b>	<b>December 13, 2022</b>	<b>Director of Community Development</b>	That Committee direct Administration to work with community stakeholders to develop a draft early learning and child care strategy for Jasper and return to a future Committee of the Whole meeting.	<b>April 2023</b>
<b>JCHC Governance</b>	<b>January 10, 2023</b>	<b>CAO</b>	That Committee direct Administration to begin the process of converting the Jasper Community Housing Corporation to a Municipally Controlled Corporation, by developing: 1. a draft business plan 2. a draft Unanimous Shareholder’s Agreement	<b>June 2023</b>
<b>West Central Airshed Society</b>	<b>February 7, 2023</b>	<b>Director of Operations</b>	That Council receive the presentation by the West Central Airshed Society for information, and request that Administration prepare a report on the benefits to the Municipality of Jasper of membership in the West Central Airshed Society.	<b>March 2023</b>
<b>Public Transportation Study and Action Plan</b>	<b>February 14, 2023</b>	<b>CAO</b>	That Committee recommend Council receive the Transportation Strategy & Action Plan, excluding the appendices, for information, and;  That Committee direct Administration begin the next steps identified in the Action Plan with a focus on: • Establishing a Fixed-Route Bus Service beginning in 2023 • Conducting a E-Bike Sharing Pilot Project in 2023	<b>May 2023</b>
<b>Hakone, Japan Initiatives 2023</b>	<b>February 14, 2023</b>	<b>Director of Protective &amp; Legislative Services</b>	1. That Committee direct Administration to re-evaluate the High School Student Exchange Program and develop recommendations for Council’s consideration for 2024 and beyond. 2. That Committee direct Administration to explore alternate delivery models for managing the Twinned Municipalities and Hospitality Committee and provide a recommendation at a future meeting. 3. That Committee direct Administration to return to a future Committee of the Whole meeting with additional information on timelines, costs, and invited delegation size for a delegation to Hakone, Japan in the fall of 2023.	<b>April 2023</b>

<b>Communities in Bloom Committee</b>	<b>February 28, 2023</b>	<b>CAO &amp; Director of Operations</b>	Committee direct Administration to return to a future Committee of the Whole meeting with information on how membership in Communities in Bloom could be incorporated into our Operations department, without a separate external committee, drawing instead on the Community Conversations and the Jasper partnership for community input.	<b>April 2023</b>
<b>Local Service Level Impacts for Victims of Non-Criminal Trauma</b>	<b>February 28, 2023</b>	<b>Director of Community Development</b>	Committee receive this report for information and request that Administration return to a future Committee of the Whole meeting with a report on crisis intervention needs in Jasper.	<b>September 2023</b>
<b>Senior Recreation All Access Pass</b>	<b>February 28, 2023</b>	<b>Director of Community Development</b>	Committee direct Administration to bring forward a report providing options to granting free passes for seniors 75+ to begin in 2023.	<b>April 2023</b>