

**MUNICIPALITY OF JASPER**  
**BYLAW #278**

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

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

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

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

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

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

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

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

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

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

**1. CITATION**

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

**2. DEFINITIONS**

2.1 In this Bylaw:

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

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

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

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

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

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

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

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

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

### **3. LOAN GUARANTEE**

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

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

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

### **4. INTEREST**

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

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

### **5. FUNDING SOURCES**

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

## 6. LOAN GUARANTEE AGREEMENT

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

## 7. SEVERANCE

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

## 8. COMING INTO EFFECT

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

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

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

READ a first time this 21st day of April, 2026.

READ a second time this 21st day of April, 2026.

READ a third time and finally passed this 5th day of, May 2026.

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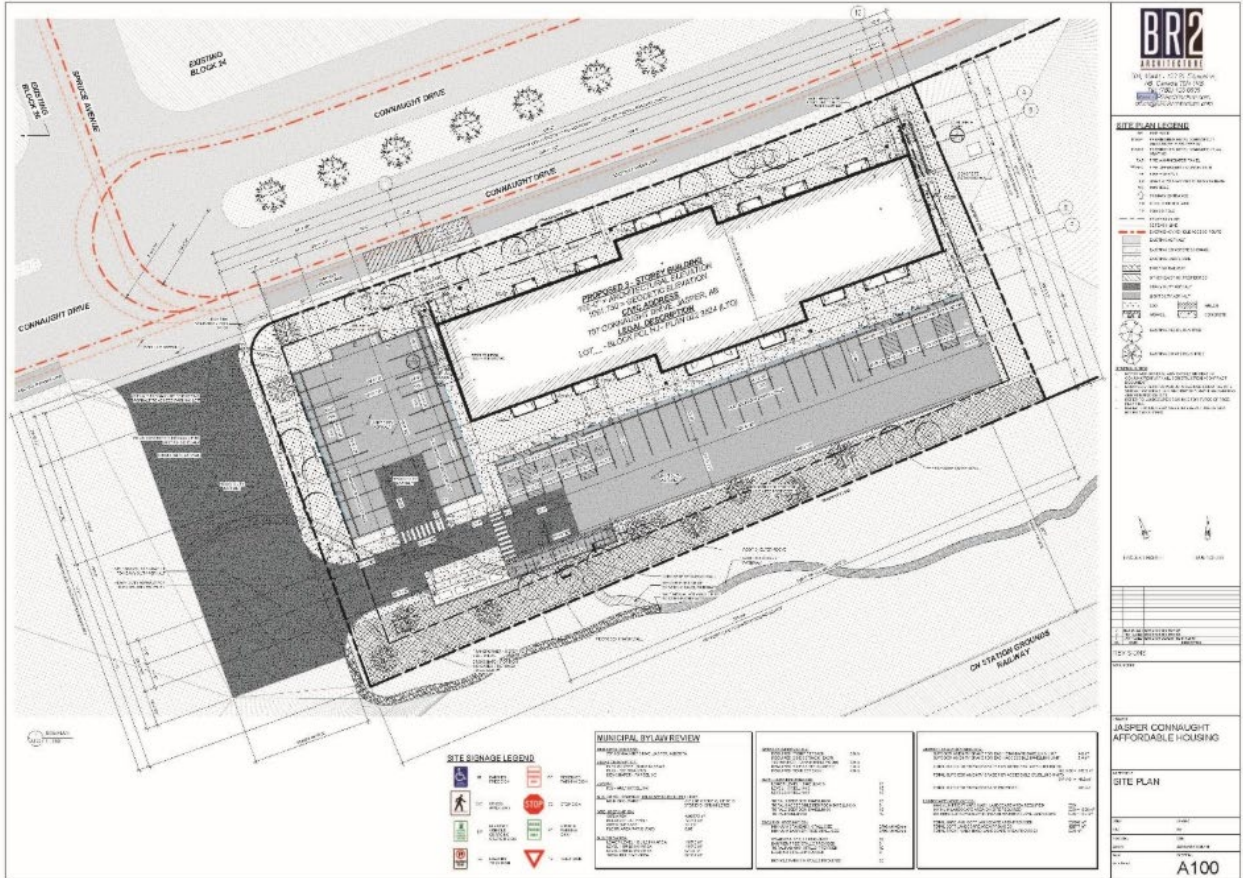
Mayor

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Chief Administrative Officer

SCHEDULE 'A'

The Development – 737 Connaught Dr.



SCHEDULE 'B'  
GUARANTEE

CMHC File No.: 28115681

## GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MUNICIPALITY OF JASPER**

By:

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

By:

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

*/We have authority to bind the Guarantor.*

**CERTIFICATE**

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

I HEREBY CERTIFY THAT:

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

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

\_\_\_\_\_

Signature

**Statement of Guarantor**

I am the person named in this certificate.

\_\_\_\_\_

Signature of Guarantor