

Municipality of Jasper
Committee of the Whole Meeting Agenda
May 13, 2025 | 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 Wilson to chair meeting

2. Additions to agenda

3. Approval of agenda

3.1 May 13, 2025 Committee of the Whole agenda attachment

4. April 22, 2025 Committee of the Whole minutes attachment

4.1 Business arising from minutes

5. Delegations

5.1 Jasper Municipal Library attachment

6. Correspondence

7. New business

7.1 2025 Budget Review Implications attachment

7.2 2025 Capital Expense Re-allocation Operations & Utilities attachment

7.3 2025 Bulk Water Incentive Program attachment

7.4 Commercial Continuity Initiative Grant Implementation attachment

7.5 In-Town Contractor Camps, Interim Residences & Laydown Requests verbal

7.6 Moving Traffic Enforcement attachment

7.7 Jasper Fire Department Bylaw 2025 attachment

7.8 2025 Municipal Election 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](#) – 5:30pm, May 14, Earls Kitchen & Bar

Jasper Community Team Society Annual General Meeting – 5pm-8:30pm, May 21, Jasper Library & Cultural Centre

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

Municipality of Jasper
Committee of the Whole Meeting Agenda

May 13, 2025 | 9:30 am

Jasper Library & Cultural Centre – Quorum Room

[Alberta/Japan Twinned Municipalities Conference](#) – May 23-24, Stony Plain

[The Evergreens Foundation 65th Anniversary Party](#) – 11am-2pm, May 24, Alpine Summit Seniors Lodge

[Federation of Canadian Municipalities Annual Conference & Tradeshow](#) – May 29 - June 1, Ottawa

[57th Annual Jasper United Church Spring Plant Sale](#) – 10am-6pm, May 30 & 31, Jasper-Yellowhead
Museum & Archives

11. Adjournment

Municipality of Jasper
Committee of the Whole Meeting Minutes
Tuesday, April 22, 2025 | 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	Mayor Richard Ireland, Deputy Mayor Ralph Melnyk, Councillors Kathleen Waxer, Helen Kelleher-Empey, Wendy Hall, and Scott Wilson		
Absent	Councillor Rico Damota		
Also present	Bill Given, Chief Administrative Officer Natasha Malenchak, Director of Finance & Administration Emma Acorn, Legislative Services Coordinator Erin Toop, Transit Manager Peter Shokeir, The Fitzhugh Jacqui Sundquist, CBC Edmonton Bob Covey, The Jasper Local 13 observers		
Call to Order	Deputy Mayor Melnyk called the April 22, 2025 Committee of the Whole meeting to order at 9:30am and began with a Traditional Land Acknowledgement .		
Additions/ Deletions to agenda	Mayor Ireland requested the addition of the following item to the April 22, 2025 Committee of the Whole meeting agenda: <ul style="list-style-type: none">11.1 In-Camera item - Strategic Priorities FOIP s.24(1)(a)		
Approval of agenda #189/25	MOTION by Councillor Kelleher-Empey that Committee approve the agenda for the April 22, 2025 Committee of the Whole meeting as amended: <ul style="list-style-type: none">Add 11.1 In-Camera - Strategic Priorities FOIP s.24(1)(a)		
	FOR 6 Councillors	AGAINST 0 Councillors	CARRIED
Business arising from April 8, 2025 minutes	none		
Delegations	none		
Correspondence – Jasper Artists Guild #190/25	Committee received correspondence from the Jasper Artists Guild regarding the lease for the gallery at the Jasper Library & Cultural Centre. MOTION by Councillor Waxer that Committee refer the correspondence from the Jasper Artists Guild to Administration for a report back at a future Committee of the Whole meeting.		

	FOR 6 Councillors	AGAINST 0 Councillors	CARRIED
Correspondence – Laurisa Reid	Committee received a letter from resident Laurisa Reid concerning the Municipality’s role in truth and reconciliation initiatives. The letter is included in the agenda package.		
#191/25	MOTION by Councillor Waxer that Committee receive the correspondence from Laurisa Reid for information.		
	FOR 6 Councillors	AGAINST 0 Councillors	CARRIED
Capital Budget Carry Forward to 2025	Committee received a report from Administration regarding Capital Budget carry forward items. Director of Finance & Administration Natasha Malenchak reviewed the list and answered Committee questions.		
#192/25	MOTION by Mayor Ireland that Committee recommend Council approve the carry forward capital list of incomplete 2024 projects to the 2025 capital budget as presented; and That Committee recommend Council add the completion of site servicing for interim housing to the budget as presented.		
	FOR 6 Councillors	AGAINST 0 Councillors	CARRIED
Transit Initiatives Update	Committee received a report from Administration with Transit Manager Erin Toop reviewing updates to the Transit Service and sharing launch dates of spring and summer routes. Chief Administrative Officer Bill Given reviewed the funding and procurements aspects of transit and future considerations for the next Council to be elected in the fall of 2025.		
#193/25	MOTION by Councillor Wilson that Committee receive the Transit Initiatives Update for information.		
	FOR 6 Councillors	AGAINST 0 Councillors	CARRIED
Motion Action List	Administration reviewed the Motion Action List.		
#194/25	MOTION by Councillor Kelleher-Empey that Committee approve the updated Motion Action List with date changes for the following items: <ul style="list-style-type: none"> • Moving Traffic Enforcement • Parcel CH Access Road & Spruce Avenue Development Tender Award • Transit Bus RFP • In-Town Contractor Camps, Interim Residences & Laydown Requests 		

- Rockaboo Climbing Facility

FOR	AGAINST	
6 Councillors	0 Councillors	CARRIED

Councillor
upcoming
meetings

Councillor Melnyk will be at NETMA tomorrow which is being hosted at the Jasper-Yellowhead Museum & Archives. He will also be attending the Community Futures West Yellowhead meeting in Hinton on Thursday.

Councillor Waxer will be attending the Family & Community Support Services Association of Alberta Board meeting this Friday.

Councillor Kelleher-Empey will be attending the Evergreens staff event this Friday.

Upcoming Events

Council reviewed a list of upcoming events.

Move In-camera
#195/25

MOTION by Councillor Hall to move in-camera at 10:45am to discuss agenda items:

- 11.1 In-Camera - Strategic Priorities FOIP s.24(1)(a)

FOR	AGAINST	
6 Councillors	0 Councillors	CARRIED

Mr. Given also attended the in-camera session.

Move out of
camera
#196/25

MOTION by Councillor Kelleher-Empey to move out of camera at 11:55am.

FOR	AGAINST	
6 Councillors	0 Councillors	CARRIED

Adjournment
#197/25

MOTION by Councillor Wilson that, there being no further business, the Committee of the Whole meeting of April 22, 2025 be adjourned at 11:56am.

FOR	AGAINST	
6 Councillors	0 Councillors	CARRIED



Jasper Municipal Library

Spring Update and
2024 Financial Review



Vision

The Jasper Municipal Library is recognized as a welcoming and inclusive space that engages, strengthens and enhances our community's quality of life.

Operations

Hours

- ▶ 48 hours per week
- ▶ Monday & Tuesday 10am to 5pm
- ▶ Wednesday & Thursday 10am to 8pm
- ▶ Friday & Saturday 10am to 5pm

Staff

- ▶ Bibliographic Services Clerk
- ▶ Programmer
- ▶ Part-time Library Clerk
- ▶ Summer Library Clerk
- ▶ Director of Library Services
- ▶ 5 casual staff
- ▶ 7 regular volunteers

Services

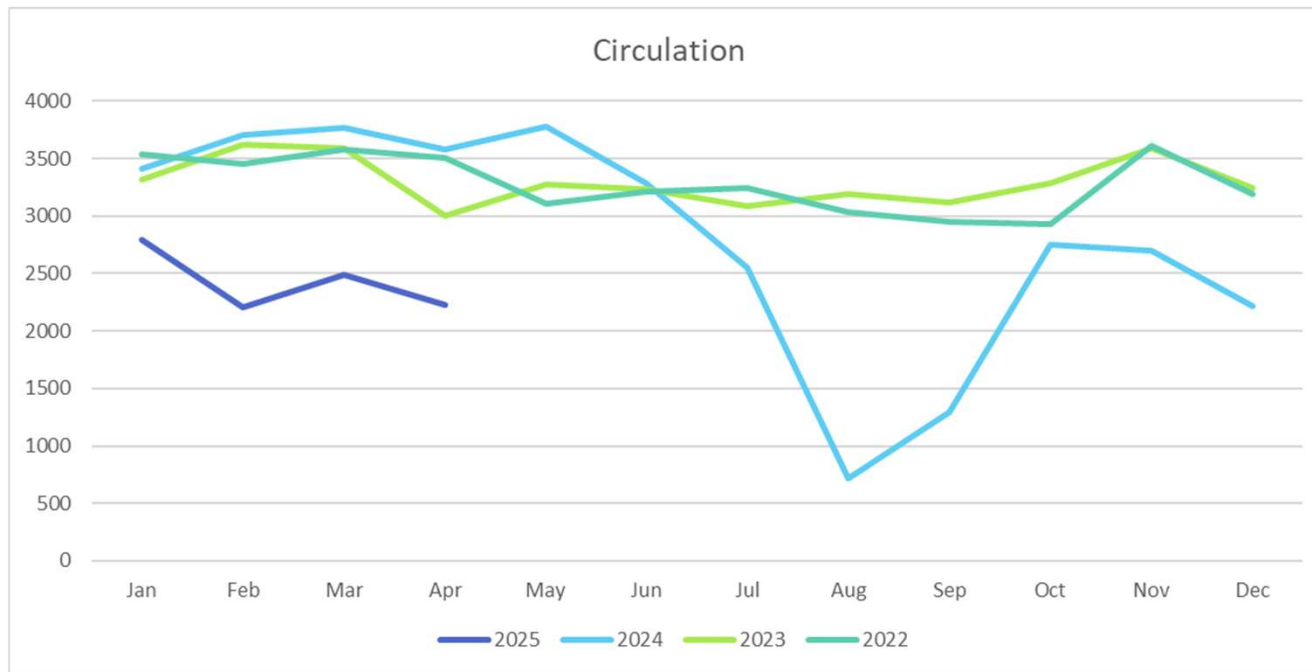
- ▶ Public wifi and computers
- ▶ Printing, scanning and photocopying
- ▶ Comfortable seating and work spaces
- ▶ Meeting rooms
- ▶ Lending
- ▶ Interlibrary loans
- ▶ Eresources including ebooks, audiobooks, music and movies
- ▶ Other resources such as Consumer Reports, PressReader and LOTE4Kids



Visitors



Circulation





Programs and Events

- ▶ Saturday Storytime
- ▶ Tween Steam
- ▶ Nerf Night
- ▶ From the Stacks
- ▶ Book Club
- ▶ Crafter Hours
- ▶ Gardening Talks
- ▶ Plant cuttings and Book giveaways
- ▶ The Deepest Part



Board Accomplishments

Plan of Service 2025-2029

Letter of Understanding 2025-2030
with Council

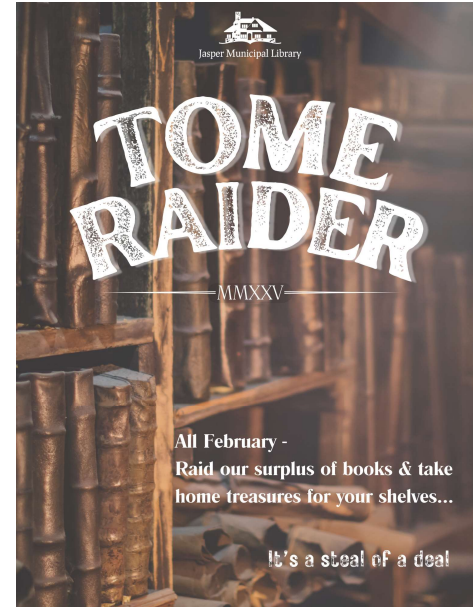
Review of Library Emergency Response
Plan

Participation in the UBC School of
Information *Informing Climate Action*
study begins

2024 Annual Financial Review

- ▶ A legislated requirement of all municipal libraries
- ▶ One part of the grant application for Provincial library funding





Thank you

**Financial Review Report
For Year ended December 31, 2024**

To: The Board of the Jasper Municipal Library

I have reviewed the accompanying financial statements of Jasper Municipal Library, which comprise the statement of financial position as of December 31, 2024 and the related statement of activities, balance sheet for the year then ended and the related equity to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. A review of the financial statements in accordance with for review engagements is a limited assurance engagement. Accordingly, I do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in Canadian standards; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Accountants' Responsibility

My responsibility is to conduct the review engagement in accordance with of Canadian Generally Accepted Accounting Principles (GAAP). The standards provided the framework of broad guidelines, conventions, rules and procedures of accounting. Those standards require to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted by Canadian standards. I believe that the results of my procedures provide a reasonable basis for the conclusion.

Accountants' Conclusion

Based on the financial review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with Canadian Generally Accepted Accounting Principles (GAAP).

Andrea Terrill

Andrea Terrill, CPA
April 10, 2025

Jasper Municipal Library
INCOME STATEMENT
For the Year Ended December 31, 2024

	Budget 2024	Actual 2024	Actual 2023
REVENUES			
GRANT - MUNICIPAL	207,957.00	207,957.00	201,900.00
GRANT - PROVINCIAL	34,704.00	34,704.00	34,704.00
GRANT - CANADA SUMMER JOB	-	-	-
GRANT - OTHER	-	-	-
INTEREST INCOME	500.00	5,603.44	3,509.59
MEMBERSHIPS	-	-	-
FINES	1,500.00	1,024.85	1,433.70
EQUIPMENT USE & PRINTING	4,000.00	3,181.05	3,079.20
BOOK SALE	1,500.00	1,215.00	1,479.15
FRIENDS OF THE LIBRARY SALES	-	730.00	-
RENT REVENUE	2,600.00	2,575.00	2,225.00
DONATIONS	500.00	247.40	329.75
DONATION FROM FRIENDS OF THE LIBRA	-	4,580.57	3,780.96
EXAM INVIGILATION	100.00	350.00	75.00
ACFA CUSTODIAL FEES	2,173.00	2,103.29	2,073.06
MISC REVENUE	-	43.12	59.81
Total Revenues	255,534.00	264,314.72	254,649.22
EXPENSES			
LIBRARY BOOKS	5,750.00	4,698.85	4,645.22
LIBRARY BOOKS THRU YRL (N/A 2024)	-	-	-
PERIODICALS	1,750.00	1,390.27	1,596.19
AUDIO VISUAL MATERIALS	750.00	18.95	-
ELECTRONIC RESOURCES	3,000.00	3,000.00	2,000.00
OTHER COLLECTION MATERIALS	-	-	-
SALARIES - REG STAFF	172,433.00	172,826.72	159,336.19
SALARIES - CASUAL	8,533.00	15,669.14	6,567.66
EMPLOYEE BENEFITS	18,097.00	16,108.12	14,270.94
ADDITIONAL HEALTH BENEFITS	8,100.00	8,057.58	7,662.18
STAFF PROFESSIONAL DEVELOPMENT 2024	2,000.00	3,631.26	529.98
TRAVEL & HOSPITALITY STAFF(N/A2024)	-	-	492.00
HONORARIUMS - VOLUNTEERS	200.00	-	-
VOLUNTEER APPRECIATION	750.00	624.34	410.11
PROMOTIONS	750.00	153.95	731.25
PROGRAMS	1,000.00	739.01	507.77
WRITER IN RESIDENCE PROGRAM	-	-	-
FINANCIAL REVIEW/AUDIT	1,000.00	1,000.00	1,000.00
BOARD EXPENSES	1,000.00	-	200.00
SUPPLIES - LIBRARY & OFFICE	4,350.00	3,301.78	1,174.82
SUPPLIES - OFFICE(N/A 2024)	-	-	2,087.72
POSTAGE & FREIGHT	300.00	191.00	131.38
TELEPHONE & FAX	1,500.00	1,383.61	1,274.52
INTERNET	-	-	-
PHOTOCOPIES (N/A 2024)	-	-	-
MEMBERSHIPS	600.00	253.20	242.21
LICENSES & SOFTWARE	850.00	603.10	829.29
SERVICE AGREEMENTS	150.00	126.00	545.46
SMALL EQUIPMENT	500.00	380.46	2,302.10
PHOTOCOPIER LEASE done 2023	-	-	-
FRIENDS OF THE LIBRARY - EXPENSE	-	-	-
OVERDRAFT & BANK FEES	75.00	60.84	142.98
OTHER EXPENSES	-	-	-
JANITORIAL & MAINTENANCE	500.00	1,070.02	195.34
CUSTODIAL FEES PAID TO MUNICIPALITY	21,728.00	21,032.93	20,730.60
UTILITIES	-	-	-
INSURANCE	-	432.60	-
CAPITAL - FURNITURE & EQUIPMENT	-	207.49	3,461.73
CAPITAL - BUILDING	-	-	-
CAPITAL - COMPUTER HARDWARE	-	-	-
CONTRIBUTION TO CAPITAL RESERVES	-	-	-
ANNUAL DEPRECIATION EXPENSE	-	5,372.95	9,706.95
Total Expenses	255,666.00	262,334.17	242,774.59
NET INCOME	- 132.00	1,980.55	11,874.63

Jasper Municipal Library
BALANCE SHEET
As at December 31, 2024

	Actual 2024	Actual 2023
ASSETS		
Cash	218,711.81	177,811.51
Cash on Hand	200.00	200.00
Term Deposits	160,705.70	178,946.08
Trust Fund FA Brewster Operating Term		
Prepaid Expenses	200.00	200.00
Fixed Assets	165,165.00	159,029.16
Accumulated Depreciation	- 135,036.95	- 129,864.00
Accounts Receivable ACFA	2,103.29	2,573.06
Accounts Receivable MOJ	619.00	21,678.35
GST Receivable	895.57	835.66
GST Receivable Books	306.81	479.86
Total Assets	413,870.23	411,889.68
LIABILITIES		
Accounts Payable	1,000.00	1,000.00
EQUITY		
Brewster Trust Fund	2,000.00	2,000.00
Operating Reserve	20,000.00	20,000.00
Accumulated Surplus	388,889.68	377,015.05
Current Surplus	1,980.55	11,874.63
Total Liabilities and Equity	413,870.23	411,889.68

AGENDA ITEM 7.1

REQUEST FOR DECISION

Subject: 2025 Budget Review Implications
From: Bill Given, Chief Administrative Officer
Reviewed by: Natasha Malenchak, Director of Finance & Administration
Date: May 13, 2025



Recommendation:

- That Committee receive the report for information and direct Administration to bring forward the 2025 Tax Rate Bylaw reflecting the approved 2025 Budget.

Alternatives:

- That Committee direct Administration to adjust the budget prior to presenting the 2025 Tax Rate Bylaw.

Background:

The 2024 wildfire resulted in the loss of approximately 30% of the structures in the municipality, including over 800 housing units, leading to a property tax assessment loss of approximately \$283 million. The community was also evacuated from July 22 to August 16, 2024, further impacting municipal revenues. On September 13, 2024 Council formally requested financial support from the Government of Alberta to assist with tax relief and revenue stabilization in response to these financial pressures.

On December 17, 2024, Council approved the 2025 municipal budget, which included a \$11,843,321 net municipal tax requirement, reflecting a 4.9% increase compared to 2024.

On March 14, 2025 the Municipality completed Conditional Grant Agreements (CGA) with the Province of Alberta for 'Tax Relief and Revenue Stabilization', and 'Interim Regional Transit Services'.

On March 25, 2025, the Jasper Park Chamber of Commerce appeared as a delegation before Committee of the Whole to express concerns about the 2025 municipal budget and requested that Council consider a reduction in the budget to help alleviate the tax burden on businesses. In response to this concern, on April 1, 2025, Council passed the following motion:

"That Council direct Administration to obtain the information from the provincial government regarding the implications of reopening our capital and operating budget."

Discussion:

Administration has reviewed the terms of the CGA and assessed the implications of budget reductions. Reducing the approved budget would result in a proportional decrease in the financial support provided by the Government of Alberta, with minimal to no net financial benefit to business taxpayers.

The 2025 budget was developed under the assumption that the Province of Alberta would provide financial support to offset municipal revenue losses resulting from the 2024 wildfire. These losses primarily relate to the municipal assessment base, which was significantly reduced by wildfire damage.

Administration estimates that the municipality’s taxable assessment would have been approximately \$335,262,699 higher in 2025 if not for the properties lost to the fire. Had the Municipality not lost this assessment, 2025 property tax revenues collected would have been \$2.8M higher under a “Business as Usual” scenario.

Under the terms of the Conditional Grant Agreement (CGA) signed with the Province, the Government of Alberta will reimburse the Municipality for 90% of its actual annual revenue losses. As per Clause 2(b) of the CGA, the Province’s funding is contingent on a cost-sharing arrangement, with the municipality contributing 10% of eligible losses. Clause 2(c) further states that annual funding from the Province will not exceed the municipality’s reported actual revenue losses.

Using \$2.8M property tax loss amount, the Provincial and Municipal contributions at the 90/10 split would be as shown below:

- Provincial Contribution \$2,520,000
- Municipal Contribution \$280,000

If the Municipal Tax levy was reduced by \$553,559 Provincial and Municipal contributions could be expected to be reduced accordingly as shown below:

- Provincial Contribution \$2,021,797
- Municipal Contribution \$224,644

Removing the entire 2025 increase would save Jasper ratepayers just \$55,356.

Property Assessment Write Downs

It is also worth highlighting that properties physically damaged or destroyed by the 2024 wildfire have already had their municipal assessments adjusted downward to reflect the loss of structures. These assessments are now based solely on the value of the underlying land. Consequently, these properties are already experiencing a substantial reduction in their 2025 property tax bills, and the Provincial support ensures that there is no shift of tax burden to unaffected properties.

2024 Tax Credits

One factor that will modestly mitigate the impact of the 2025 municipal tax increase for some ratepayers is the application of provincial wildfire-related tax relief. In early 2025, the Municipality received support from the Government of Alberta under the 2024 Property Tax Relief program.

As of the date of this report, approximately **\$698,000** in tax credits are being held on property tax accounts. This amount is greater than the proposed 2025 increase in the municipal tax requisition and will partially or fully offset tax increases for many properties.

Other Alternatives

Council could also consider using municipal reserves to offset all or part of the 2025 net tax increase. However, this approach carries significant financial and operational risks. The Municipality of Jasper maintains relatively limited financial reserves, which are intended to provide stability in emergencies or to meet specific long-term capital needs. Drawing from these reserves for one-time operating relief would limit the municipality’s flexibility

to respond to future needs and emergencies. Recently Council has approved covering the municipality's 10% contribution toward 2024 Property Tax relief using the Financial Stabilization Reserve.

Further increasing the use of reserves to reduce taxes in 2025 would defer rather than eliminate the underlying cost pressures. Businesses and other taxpayers would face the full 2025 increase — plus any additional increases for 2026 — all at once in the following year. This "double impact" could be more difficult for the business community to absorb in 2026, particularly if economic conditions remain uncertain.

In summary, while Council has multiple tools available to mitigate the impact of the proposed 2025 municipal tax increase, each option carries trade-offs that limit its effectiveness or introduce longer-term risks. Reducing or eliminating the increase would result in disproportionate losses in provincial recovery funding and create budget shortfalls that would necessitate service reductions. Relying on municipal reserves for short-term relief would undermine long-term financial resilience and potentially shift the burden to future years.

The design of the Provincial support program, combined with tax assessment adjustments and wildfire-related relief credits, already ensures that the most affected property owners will receive targeted support. Therefore, maintaining the proposed municipal tax requirement is the most fiscally responsible and equitable approach available.

Strategic Relevance:

- Ensure residents receive quality service that provides strong value for dollar.
- Pursue alternative revenue sources and equitable distribution of costs.

Inclusion Considerations:

Maintaining the approved 2025 budget ensures that wildfire recovery funding is maximized and available services are preserved across all demographics. Avoiding a shift in tax burden away from commercial properties prevents the disproportionate impact that such a shift would have on residents with fixed or lower incomes.

Relevant Legislation:

- Conditional Grant Agreement – Tax Relief and Revenue Stabilization
- [Municipal Government Act](#) (RSA 2000, c. M-26) – Part 8, Financial Administration

Financial:

Removing the entire 2025 increase would save Jasper ratepayers just \$55,356 (the reduction in the required municipal 10% contribution). In Alberta, municipalities are legislatively required to pass a property tax bylaw annually to authorize the collection of property taxes for the year. This requirement is outlined in Section 353 of the Municipal Government Act (MGA). Municipalities typically aim to pass it by early May to facilitate timely billing and notice to ratepayers ahead of the June 30th payment deadline.

Attachments:

- None

AGENDA ITEM 7.2

REQUEST FOR DECISION

Subject: 2025 Capital Expense Reallocation Operations & Utilities
From: Bill Given, Chief Administrative Officer
Prepared by: Courtney Donaldson, Director of Operations & Utilities
Reviewed by: Natasha Malenchak, Director of Finance & Administration
Date: May 13, 2025



Recommendation:

That Committee recommend Council approve the reallocation of capital funds within the 2025 Operations Department capital budget as presented.

Alternatives:

- That Committee direct Administration to revise the proposed capital reallocation and return to a future Committee of the Whole meeting.
- That Committee receive the report for information and take no further action.

Background:

On December 17, 2024, Council approved the 2025 Operating and Capital Budgets.

Discussion:

The 2024–25 wildfire complex has left lingering air quality issues, including dust and particulate accumulation on public surfaces. As a result, administration has reassessed departmental priorities and identified street and turf sweepers as critical assets necessary to protect public health and improve cleanliness.

Additionally, the Operations Department building, which supports approximately 35 staff members, has insufficient toilet facilities. This creates a compliance concern under Alberta Occupational Health & Safety legislation. An additional \$25,000 is proposed for washroom installation as part of an existing renovation plan.

The Municipality's current street sweeper has reached the end of its service life and is no longer reliable. Its downtime has directly impacted the department's ability to maintain clean streets and pathways, which is particularly problematic given community expectations and increasing concerns about air quality related to the 2024–25 wildfire season.

To fund these high-priority items without increasing overall expenditures, administration is recommending a reallocation of funds from lower-priority projects already approved in the 2025 capital plan.

Total funds requested for re-allocation: **\$495,000**, distributed as follows:

- Street Sweeper – \$400,000
- Turf Sweeper – \$70,000

- Operations Building Renovation (in addition to existing budget) – \$25,000

Amounts would be re-allocated from the existing operational capital items as shown below.

Amount to Reallocate	Initial Budget Amount	Expense Name	Budget Category
\$ 50,000	\$ 100,000	Dry Storage	Ops Building Maintenance
\$ 30,000	\$ 300,000	Sanding Truck (Replacement)	Roads
\$ 30,000	\$ 30,000	LED Sign Board	Roads
\$ 130,000	\$ 130,000	Excavator and Haul	Grounds
\$ 170,000	\$ 250,000	Trackless	Grounds/Roads
\$ 15,000	\$ 300,000	Road Repair	Roads
\$ 10,000	\$ 50,000	Sidewalk repair	Roads
\$ 60,000	\$ 70,000	EPR	Solid Waste

This will not impact sidewalk or road repair and anticipate lower levels of budget use in the 2025 year due to ongoing/impending construction activities.

The proposed reallocation supports urgent operational needs while remaining within the approved capital budget. Acquisition of a new street sweeper is essential to maintaining community cleanliness and responding to environmental health concerns exacerbated by wildfire dust and debris. The current equipment has no book value and cannot be relied upon to deliver basic service levels. Further delays will extend the department's inability to meet expectations.

The turf sweeper will enable maintenance of active public spaces including green spaces and sports fields, many of which remain in use and valued despite regional wildfire impacts. Clean, well-maintained parks reinforce community well-being and Jasper's appeal as a tourism destination.

Renovation funding for an additional washroom responds to current facility shortcomings and projected staff movement. This adjustment ensures legal compliance and provides a safe, accessible work environment.

No viable alternatives, such as leasing or deferral, can meet the immediate operational and regulatory requirements. This internal reallocation provides a cost-neutral solution to urgent service delivery issues.

Strategic Relevance:

- Ensure residents receive quality service that provides strong value for dollar.
- Recognize the fundamental importance of our tourism economy
- Proactively plan for and invest in the maintenance and management of our natural assets and built infrastructure

Inclusion Considerations:

This initiative supports equitable access to clean and safe public spaces, particularly benefiting individuals with respiratory sensitivities, families, and staff by ensuring hygienic conditions and adequate facilities.

Relevant Legislation:

- [B-109 Fiscal Controls and Financial Reporting](#)

Financial:

The proposed changes are cost-neutral. Reallocation of funds will occur entirely within the approved 2025 Operations capital budget. No new funding is required.

Attachments:

- None

AGENDA ITEM 7.3

REQUEST FOR DECISION

Subject: 2025 Bulk Water Incentive Program
From: Bill Given, Chief Administrative Officer
Prepared by: Courtney Donaldson, Director of Operations & Utilities
Reviewed by: Natasha Malenchak, Director of Finance & Administration
Date: May 13, 2025



Recommendation:

That Committee recommend Council approve the 2025 Bulk Water Rate Incentive Program as presented.

Alternatives:

- That Committee direct Administration to revise the 2025 Bulk Water Incentive Program and return to a future Committee of the Whole meeting.
- That Committee receive the report for information and take no further action.

Background:

- *Bylaw #266, Utility Fees Levy and Collection Bylaw 2025* was given third reading by Council on January 21, 2025.
- Schedule 1 of the Bylaw establishes a Bulk Water rate of \$11.31 per cubic meter.

Discussion:

The Town is preparing to launch a new Bulk Water Facility and Sani Dump to serve a wide range of users. Under the current utility bylaw, bulk water rates are uniform for all account holders. In anticipation of requests from local commercial users for pricing that reflects their in-town status and economic contributions, administration has proposed a limited-duration incentive for the 2025 calendar year.

The incentive would reduce the rate for eligible in-town commercial account holders or final users to \$7.31/m³, while maintaining the standard \$11.31/m³ rate for others. Commercial water haulers transporting water outside of municipal limits will continue to pay the full rate. Businesses outside municipal limits that can demonstrate financial hardship may apply for inclusion in the program and will be evaluated individually.

Administration is not proposing to amend the bylaw, as the incentive program is a time-limited initiative intended only for the 2025 calendar year. The existing bylaw rate remains in effect, with the incentive administered as a conditional rebate to eligible users. This approach avoids a formal bylaw amendment process for a temporary measure and preserves flexibility for future evaluation.

Administration recommends implementing a temporary bulk water rate incentive for 2025 to support commercial businesses operating within the municipal boundary. This recommendation is grounded in the

principle of providing targeted, short-term relief to local businesses that contribute to the town's economy and tax base, while maintaining overall cost recovery for utility services. The incentive rate of \$7.31 per cubic meter reflects a strategic reduction designed to balance business support with fiscal responsibility. Eligibility would be determined by business location, with the opportunity for case-by-case evaluation of hardship applications from businesses located outside the municipal boundary.

The recommendation includes safeguards to ensure that the discounted rate is not misapplied. Specifically, water haulers delivering to clients outside the municipal boundary will be billed at the standard rate of \$11.31 per cubic meter for those deliveries. This measure preserves the program's intent and prevents circumvention of the incentive's purpose.

The primary alternative considered was to take no action and maintain the current uniform bulk water rate of \$11.31 per cubic meter for all users in 2025. While this would uphold administrative simplicity and preserve projected revenue, it would not address the concerns expressed by local commercial users seeking rate relief during the start-up year of the new facility. Additionally, it would forgo an opportunity to demonstrate municipal support for businesses that operate year-round within Jasper and contribute to the local economy.

Compared to the alternative, the recommended incentive program offers a balanced and time-limited approach that addresses business needs without permanently altering the rate structure. It also allows for administrative flexibility in evaluating hardship cases, ensuring the program remains equitable while manageable in scope.

Strategic Relevance:

- Ensure residents receive quality service that provides strong value for dollar.

Inclusion Considerations:

This program promotes equitable access to municipal services by recognizing the unique challenges faced by local businesses. By including a case-by-case assessment for commercial users experiencing financial hardship, the program introduces a flexible mechanism to consider diverse business circumstances and barriers.

Relevant Legislation:

- [Utility Fees Levy and Collection Bylaw 2025](#)

Financial:

The projected revenue for Bulk Water for the 2025 year was \$108,098. This estimate is based on 9557.74/m³ at \$11.31/m³.

Based on actual usage from April 1 2024 to April 1 2025 actual usage was 4487.281/m³ which equates to slightly less than half of the anticipated volume for a 1-year cycle. However, this data relied on operators indicating their estimated usage and is subject to human error. With automated controls, a public facing location, and the closure of other similar Parks Canada facilities, we anticipate the 2025 volume to be on par, or potentially exceed the 2025 estimate based on demolition and construction activities. We anticipate minimal financial impact to the projected revenue.

Attachments:

- The Program



2025 Bulk Water Incentive Program

Description:

The 2025 Bulk Water Incentive Program introduces a short-term, location-based rate incentive for bulk water users, designed to support those located within the municipal boundary. Under this program, in-town account holders—including both commercial businesses and residents—are eligible for a discounted rate of \$7.31/m³, while all other users outside the municipal limits continue to pay the standard rate of \$11.31/m³. This structure acknowledges the economic and community contributions of local users while ensuring equitable cost recovery for municipal services. To prevent misuse, in-town businesses delivering water to clients outside the municipality will be charged the standard rate for those deliveries. This program would be in effect until December 31, 2025.

Tier	Rate
2025 Incentive Rate	\$7.31
Standard Rate	\$11.31

Eligibility:

- Commercial business hauling to any commercial business within municipal boundaries
- Commercial business hauling to any other properties within municipal boundaries
- Municipality of Jasper residents hauling to residential property within municipal boundaries
- Municipality of Jasper residents filling their RVs for recreational use anywhere

**Commercial businesses expressing financial hardship located outside the municipality may apply for the incentive program. Participation will be evaluated on a case-by-case basis for consideration.*

How to Apply:

To enroll or inquire about the 2025 Bulk Water Incentive Program please contact Janet Schmidt – jschmidt@jasper-alberta.ca

AGENDA ITEM 7.4

REQUEST FOR DECISION

Subject: Commercial Continuity Initiative Grant Implementation
From: Bill Given, Chief Administrative Officer
Prepared by: Caylee LaBranche, Business Liaison
Reviewed by: Michael Fark, Director of Recovery
Date: May 13, 2025



Recommendation:

That Committee recommend Council approve the expenditure of \$1,982,258 to implement the Commercial Continuity Initiative, to be funded by the federal Community Economic Development and Diversification (CEDD) grant and cost-recovery revenue.

Alternatives:

That Committee direct Administration to revise the proposed fee and rate structures and return to a future Committee of the Whole meeting.

Background:

[Bylaw #140, Rates and Fees Bylaw 2010](#) was passed by Council in October of 2010 and in March of 2024 Council approved [Bylaw #260 Rates and Fees Bylaw 2024](#).

December 9, 2024: Parks Canada issued a five-year forbearance allowing temporary commercial uses on public parking lots.

January 28, 2025: Council approved the Pop-Up Business Village initiative on Connaught Drive public washrooms parking lot.

On February 4th Council supported in principle the approach to contractor laydown and industrial spaces and on March 4th Council repealed the storage lots bylaw to support repurposing the S-Block for interim business use.

On March 6, 2025, the Government of Canada approved the Municipality of Jasper's \$1.82M application to the CEDD program to support wildfire-impacted businesses.

Discussion:

The Commercial Continuity Initiative (CCI) is a direct response to the economic disruptions experienced by businesses following the 2024 wildfires. Council has previously endorsed several related initiatives, including the Pop-Up Business Village, contractor laydown areas, and the repurposing of the S-Block for interim industrial use. Together, these form the foundation of the CCI. The proposed implementation plan totals \$1,982,258 and includes capital investments in site servicing and preparation, procurement of necessary equipment, staff support, and marketing activities intended to restore economic activity and support displaced commercial operators.

The funding for the initiative includes a confirmed \$1.82M non-repayable contribution from the federal

Community Economic Development and Diversification (CEDD) program. The remaining 8% municipal contribution (\$158,580) will be recovered through user fees associated with the temporary business village, contractor laydown areas, and interim industrial spaces. These fees, which are structured under the authority of the CAO using Bylaw 260 (Rates and Fees Bylaw 2024), are projected to offset both the municipal contribution and lost revenues from displaced parking and RV storage uses.

Administration recognizes that the repurposing of 35–40 parking stalls at the Connaught Drive site and the S-Block RV storage lot will result in approximately \$200,000 in foregone revenue over the three years of the program. However, this loss is mitigated against and expected to be fully offset through the cost-recovery fee framework embedded in the initiative. Furthermore, aligning the implementation with existing council-approved bylaws and Parks Canada’s five-year forbearance policy ensures both regulatory compliance and operational feasibility.

Fee Framework:

To facilitate implementation and off-set lost revenue, Administration proposes the collection of fees consistent with the Municipality’s overall fee schedule approach. Administration will implement the fees under the broad authority delegated to the CAO (Municipal Manager) in the 2010 Rates and Fees bylaw. Section 3.1 of the bylaw states:

"Council hereby authorizes the Municipal Manager to establish, levy and collect rates, fees and charges for municipal services and the use of municipal facilities."

Section 5.1 provides additional ability for administration to implement fees for unforeseen circumstances: "Council hereby authorizes the Municipal Manager to establish and collect Incidental Fees."

The rate and fee structure has been established based on the following principles:

- To be equitable among the various fee and rate payers
- To recover the municipal revenues lost through the CCI
- To fund the 8% required municipal contribution
- To recover non-DRP eligible administrative expenses in excess of grant funding amounts
- To utilize the grant funding to subsidize the CCI and otherwise minimize costs to participants of the programs

Proposed Fee table

Service Area	Description	Proposed Unit	Fee	Notes
Contractor Laydown and Staging Area Use	Temporary use of public lands including parking lots, parking lanes, and roadways (e.g. staging, storage of materials, equipment, etc.	Per m ² per month	\$1.00 / m ² out of town; \$1.50 / m ² in town.	Fees vary by site location and servicing level. Does not include paid parking areas.
Interim Industrial Park – Storage Space Rental	Rental of un-serviced storage space within a 20’ Sea Can	Per bay per month	\$250	Bays include limited access to power and fencing

Service Area	Description	Proposed Unit	Fee	Notes
Interim Industrial Park – Workshop Space Rental	20' Sea Can rental for a workshop	Per unit per month	\$650	Powered sea cans with heating and air conditioning modified for office or workshop usage.
Pop-Up Village – Retail Space	Temporary commercial retail space in Pop-Up Village	Per space per month	\$350 for up to 2 stalls; \$500 up to 4 stalls; larger usages based on 4 stall rate.	Includes access to shared servicing and marketing support

*Utilities and servicing are funded through the grant in some cases, and will be directly billed to tenants in other cases.

**Rates may be adjusted on a pro-rata basis for unique business requirements for sea cans or space (e.g. 40' storage sea cans vs. 20').

Strategic Relevance:

- **Foster a healthy Community:** Recognize the fundamental importance of our tourism economy &;
- Enable and facilitate events that provide opportunities to increase community connections.
- **Maintain Strong Relationships:** Welcome the expertise, innovation, creativity and commitment of community members, groups, associations and businesses.

Inclusion Considerations:

The CCI prioritizes accessibility for displaced businesses and rebuild contractors, supporting equitable participation and long-term economic resilience. This initiative supports equitable recovery by fostering a faster, more cost-effective recovery process for the entire community.

Relevant Legislation:

- [Canada National Parks Act](#)
- Parks Canada Forbearance Letter (Dec 9, 2024)
- [Rates and Fees Bylaw 2010 \(#140\)](#)
- [Commercial Use of Public Space Bylaw \(#246\)](#)

Financial:

The project will be fully funded through a combination of federal grant and municipal cost recovery. No net new funding is requested from general taxation.

Total project cost: \$1,982,258

- CEDD Grant (92%): \$1,823,678
- Municipal Contribution (8%): \$158,580 (fully offset by user fee revenues)

Revenues are estimated to be approximately \$360,000 which are expected to:

- Fund 8% contribution requirement of \$158,580
- Offset parking revenue impacts of \$60,000 over three years
- Offset RV lot revenue of \$135,300 over three years

Fees collected in excess of the required 8% contribution will revert to general revenues. In the unlikely case of a revenue shortfall, administration would come forward to Council for approval to utilize reserves to fulfill the municipal cost-share requirement.

Attachments:

- CEDD Grant Contribution Agreement
- Letter of Forbearance (Parks Canada)

THIS AGREEMENT made in duplicate

BETWEEN:

**His Majesty the King in Right of Canada
as represented by the Minister responsible for Western Economic Diversification Canada**

(the "Minister")

- and -

Municipality of Jasper (located at Jasper, AB)

(the "Recipient")

WHEREAS:

- A. The Minister is offering the Recipient a financial Contribution under the Western Diversification Program for the Project described in this Agreement.
- B. The Recipient wishes to accept the financial Contribution under the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the promises and payments made herein, the parties agree as follows:

1. DEFINITIONS

1.1 Unless otherwise defined herein, the following terms shall have the following meanings:

- (a) "Agreement" means this agreement together with all schedules and attachments and all amendments made in writing between the parties.
- (b) "Assisted Capital" means those costs described in the Statement of Work that have been designated for reimbursement under this Agreement.
- (c) "Assisted Non-Capital" means those costs described in the Statement of Work that have been designated for reimbursement under this Agreement.
- (d) "Cancellation Date" means the date set out in the Statement of Work, which is the latest date by when the Recipient shall demonstrate to the Minister that the Project has commenced, which is usually indicated by the Recipient incurring Project Costs.
- (e) "Completion Date" means the date set out in the Statement of Work, as the final date on which the Recipient can incur Project Costs.
- (f) "Contribution" means the conditional financial payment from the Minister to the Recipient, described in more detail and the amount of which is set out in the Statement of Work, which shall only be applied towards the Project Costs, which are assisted.

- (g) "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining the Contribution or negotiating the whole or any part of its terms.
- (h) "Effective Date" means the date the Minister executes this Agreement.
- (i) "Final Client Reporting Date" means the date set out in the Statement of Work, which is the final date by when the Recipient must provide such information and reports as requested by the Minister, with respect to the Performance Indicator results.
- (j) "Financial Statements" include the prepared balance sheet, income statement, statement of cash flow, and any other supporting documentation including notes. Financial statements shall be complete and correct, shall be in accordance with the books and records of the Recipient, and represent fairly the financial condition and results of operations of the Recipient, as at the dates and for the periods indicated.
- (k) "Non-Assisted Capital" means those costs described in the Statement of Work that have not been designated for reimbursement under this Agreement.
- (l) "Non-Assisted Non-Capital" means those costs described in the Statement of Work that have not been designated for reimbursement under this Agreement.
- (m) "Notice of Default" has the meaning ascribed to it in Section 6.2 of this Agreement.
- (n) "Performance Indicators" means the indicators more particularly described in the Statement of Work that the parties shall use to measure the progress and success of the Project.
- (o) "Project" means the activities described in the Statement of Work.
- (p) "Project Costs" means those costs described in the Statement of Work.
- (q) "RDA" means Regional Development Agency. Western Economic Diversification Canada (WD) is one of seven RDAs across Canada, who are the front line for economic development in Canada and help to address key economic challenges by providing regionally tailored programs, services, knowledge, and expertise.
- (r) "Repayment Terms" means those conditions that are triggered by Section 4.9 and/or 6.2 and/or otherwise specified under the Special Conditions section of Attachment "A" of this Agreement.
- (s) "Stacking" means the maximum total funding toward the Project, from federal, provincial and municipal government sources, expressed as a percentage of Total Project Costs as shown in the Statement of Work.
- (t) "Statement of Work" means the document attached to this Agreement as Attachment "A".
- (u) "Shared Cost Commencement Date" means the date set out in the Statement of Work, as the earliest date on which the Recipient can begin incurring Project Costs.
- (v) "Western Canada" means the provinces of British Columbia, Alberta, Saskatchewan and Manitoba.

2. THE PROJECT

2.1 The Recipient shall carry out the Project in a diligent and professional manner.

- 2.2 The Recipient shall not alter the scope of the Project as defined in the Statement of Work without prior written consent of the Minister.
- 2.3 This Agreement shall not be amended or assigned in whole or in part by the Recipient without the prior written consent of the Minister.
- 2.4 This Agreement shall survive the expiration or termination of any part of this Agreement until all repayment terms are deemed satisfied by the Minister.
- 2.5 The Recipient shall implement or operate the Project in Alberta, Saskatchewan, and/or Manitoba.

3. THE CONTRIBUTION

- 3.1 Provided the Recipient is in compliance with its obligations under this Agreement, the Minister shall provide the Recipient with a non-repayable Contribution not exceeding **\$1,823,678**, calculated as detailed in the Statement of Work. Disbursements not exceeding the amount of the Contribution will be made upon the Minister's receipt of the following from the Recipient, no later than six (6) months following the Completion Date:
- (a) one or more claims for reimbursement of the Assisted Capital and the Assisted Non-Capital, which the Recipient has incurred and paid, it being understood that the claim must be accompanied by such vouchers, receipts and other documentation, including progress reports, as may be requested by the Minister; and
 - (b) any other material that the Minister requests.
- 3.2 Any payment made by the Minister under this Agreement is subject to there being an appropriation by Parliament for the fiscal year in which the payment is being made. Should the appropriation be reduced or denied by Parliament, this Agreement may be terminated, or the Contribution reduced proportionately.
- 3.3 The Minister will notify the Recipient with a minimum of 3 months advance notice of a termination or reduction of the Contribution for this Project in the event the Western Diversification Program Terms and Conditions are terminated or amended.
- 3.4 The maximum amount that the Minister shall pay under this Agreement is the amount of the Contribution. Funding for this Project does not imply, directly or indirectly, any commitment of continued funding from the Government of Canada for this Project after the Project Completion Date.
- 3.5 The Minister shall not pay any portion of the Contribution towards any Project Costs that the Recipient incurs prior to the Shared Cost Commencement Date or after the Completion Date.
- 3.6 The Recipient shall make requests for reimbursement of Assisted Capital and Assisted Non-Capital as described in the Statement of Work at least annually, as of the Shared Cost Commencement Date, but not more frequently than four times per year.
- 3.7 The Minister shall not pay any interest on the Contribution.
- 3.8 (a) For the purposes of this Agreement, total government assistance, including any tax credit related to the Project to which the Recipient is or will be entitled, shall not exceed the stacking limit indicated on the Statement of Work; and

- (b) The Recipient undertakes to inform the Minister promptly in writing of any reduction in Projects Costs or of any additional federal, provincial or municipal assistance that becomes available to the Project above the amounts set out in the Statement of Work. Should the stacking limit set out in the Statement of Work be exceeded, the Minister shall have the right to adjust the Contribution or to recover forthwith any excess assistance paid up to the total of the Contribution disbursed as a debt due to His Majesty the King in Right of Canada.

3.9 The Minister shall only make payments on Assisted Non-Capital incurred under this Project for travel and hospitality within the guidelines provided by the Minister to the Recipient.

3.10 If, in the opinion of the Minister, the Recipient is not in compliance with all terms and conditions of this Agreement, the Minister reserves the right to withhold any portion of payment (including the entirety of a payment) until the Recipient has complied with the Agreement to the satisfaction of the Minister and provided any reports required by the Minister including, but not limited to progress reports and the final report.

4. RECIPIENT'S REPRESENTATIONS AND COVENANTS

4.1 (a) The Recipient declares that any person who has been lobbying on its behalf to obtain the Contribution and who is required to be registered pursuant to the *Lobbying Act* was registered pursuant to such Act at the time the lobbying occurred; and

(b) The Recipient represents and warrants to the Minister that it has not, nor has any other person, corporation, or organization, directly or indirectly paid or agreed to pay, and covenants that it and they shall not directly or indirectly pay, any person to solicit this Agreement or the Contribution, for a commission, Contingency Fee or any other consideration dependent on the execution of this Agreement or the payment of the Contribution or any portion thereof.

4.2 The Recipient shall preserve and keep available, for six years after completion of the Project:

- (a) proper books of account recording Project revenues and costs;
- (b) accounts and records that are necessary in the circumstances to support the books of account; and
- (c) adequate administrative documentation to support the Recipient's decisions made concerning the Project.

4.3 The Recipient shall, if requested by the Minister, permit any authorized representative of the Minister, or auditors engaged by the Minister or the Auditor General for Canada, reasonable access to its premises to do the following:

- (a) inspect and assess the progress of the Project; and
- (b) examine the Recipient's books, accounts and any other records related to the Project and the Contribution, and to make copies thereof.

4.4 The Recipient shall provide the Minister with a list of all amounts owing in arrears to the federal government under any legislation or other contribution agreements and acknowledges that the Minister may offset the Contribution against any such amounts the Recipient owes in arrears to the federal government.

- 4.5 The Recipient shall not dispose of, or relinquish control over, any asset the acquisition or development of which is funded, in whole or in part, by the Contribution, including intellectual property developed or acquired as a result of carrying out the Project, during the term of this Agreement, without the prior written consent of the Minister.
- (a) The Recipient shall make reasonable efforts to ensure that the results of the Project are exploited in Canada, with the objective of maximizing the economic benefits to Canada.
- 4.6 The Recipient shall obtain the prior written consent of the Minister to any change that, in the sole judgement of the Minister, may materially affect the governance, management, or financing of the Recipient during the term of this Agreement.
- 4.7 The Recipient shall obtain appropriate insurance coverage for the Project and shall maintain such insurance coverage in full force and effect until the Project has been completed and shall provide evidence of such insurance coverage to the Minister, at the Minister's request.
- 4.8 The Recipient shall obtain all necessary licenses, permits, and approvals required for the Project by applicable legislation, regulations and by-laws.
- 4.9 The Recipient, if directed by the Minister, shall forthwith repay to the Minister any overpayments or unexpended balances of the Contribution, and such amounts shall constitute a debt due to His Majesty the King in Right of Canada. These debts will be due upon notice to the Recipient and any amounts unpaid after 30 days from the day of notice will be subject to the same interest as would be calculated in an event of default as described in Section 6.5 of this Agreement.
- 4.10 The Recipient shall to the satisfaction of the Minister, ensure that all Project Costs are incurred in a manner that is transparent, competitive and consistent with value for money principles. The Minister has no obligation to make a contribution toward any individual Project Costs above \$50,000 unless the Recipient demonstrates, to the satisfaction of the Minister, that:
- (a) The supplier was selected through a competitive process and the Recipient chose the supplier offering the best value that also fully met the requirements of the Project; or
- (b) The selection of a sole source supplier is justified.

5. REPORTING

- 5.1 The Recipient shall provide the following reports to the Minister, in a form satisfactory to the Minister, at the following times:
- (a) Progress Reports a minimum of twice a year, and every year one progress report must be submitted and received by the Minister between January 1st and March 15th.
- (b) A Final Report to be submitted on the Final Client Reporting Date. The Final Report shall include:
- (i) a summary of Project activities completed;
- (ii) the extent to which Performance Indicators were achieved; and
- (iii) a description of the expected results that have accrued to date.

- (c) Financial Statements within six (6) months of the Recipient's year end or additional reports as may be requested by the Minister and/or as required by the Special Conditions set out in Part 1.v) of the Statement of Work.

6. DEFAULT

6.1 The following constitute events of default on behalf of the Recipient:

- (a) submitting false or misleading information to the Minister or failing to disclose relevant information which may have a negative impact on the Recipient's financial position;
- (b) failing to satisfy a term or condition of this Agreement, including those outlined in the Statement of Work and Attachment "B";
- (c) failing to pay to the Minister any amount due in accordance with this Agreement;
- (d) becoming bankrupt or insolvent, going into receivership or taking the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- (e) an order is made or a resolution is passed for the winding up of the Recipient or the Recipient is dissolved; or
- (f) in the opinion of the Minister, the Recipient ceases to carry on operations or business.

6.2 If an event of default occurs, the Minister may inform the Recipient, by a notice dated and in writing (the "Notice of Default"), of one or more of the following:

- (a) that the Minister's obligation to pay the Contribution to the Recipient is hereby terminated as a result of an event of default occurring;
- (b) that the Recipient shall repay to the Minister, all or part of the Contribution forthwith and that such an amount is a debt due to His Majesty the King in Right of Canada and may be recovered as such; and
- (c) that the Recipient shall use its best efforts to dispose, at fair market value as determined at the sole discretion of the Minister, of any assets it has acquired through the proceeds of the Contribution and shall provide the Minister with the proceeds of such disposal, as directed by the Minister.

6.3 The Recipient shall not be deemed to be in default of this Agreement until and unless the Minister has given to the Recipient the "Notice of Default" informing the Recipient of the Recipient's failure to comply with the terms hereof and thereafter the Recipient does not cure such failure within fourteen calendar days after receipt of such notice.

6.4 The fact that the Minister may refrain from exercising a remedy under the Agreement will not constitute a waiver of such right and any exercise of a right or remedy will not prevent the Minister in any way from later exercising any other right or remedy under the Agreement or other applicable law.

6.5 The Recipient shall pay, in addition to any amount due as a result of an event of default, interest on such amount, calculated from the date of the Notice of Default until the date that the full amount payable has been received by the Minister.

6.6 In accordance with the *Interest and Administrative Charges Regulations* under the *Financial Administration Act*, the rate of interest on the amount due as a result of an event of default, shall be fixed at 3 percent above the minimum rate at which the Bank of Canada is prepared to make loans as at the date of the Notice of Default.

6.7 Section 6 of this Agreement shall survive the expiration or termination of this Agreement.

7. ENVIRONMENT

7.1 The Recipient represents that any environmental issues or concerns relating to the Project which are known or ought to be known to the Recipient have been disclosed to the Minister, and the Recipient shall inform the Minister of any environmental issues or concerns regarding the Project which arise during the term of this Agreement.

7.2 The Recipient covenants and agrees that all activities in relation to the Project shall be conducted in compliance with Applicable Laws. For greater certainty, Applicable Laws include, without limitation, the following:

- (i) the *Impact Assessment Act*, S.C. 2019 c. 28, s. 1 and any regulations as amended from time to time;
- (ii) all other applicable statutes and regulations, and all by-laws, declarations, directives, plans, approvals, requirements, guidelines, standards and orders made pursuant thereto by any competent authority concerned with environmental assessment, protection or remediation, health, chemical use, safety or sanitation; and
- (iii) the applicable common law.

7.3 The Recipient represents that the Project is not a “designated project” as defined in the *Impact Assessment Act*, S.C. 2019 c. 28, s. 1 (IAA) and that an impact assessment (IA) or a determination under section 82 of IAA, are not required for the Project.

7.4 If, as a result of changes to the Project or otherwise, the Project is a “designated project” as defined in the IAA, the Recipient agrees that construction of the Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds will become or will be payable by the Minister to the Recipient for the Project unless, and until:

- (a) in the case of an IA, a decision statement has been issued to the Recipient; or
- (b) in the case of a determination under section 82 of IAA, the Minister determines that the Project is not likely to cause significant adverse environmental effects or is likely to cause significant adverse environmental effects that are justified in the circumstances.

7.5 For any IA or determination made under IAA, as a result of changes to the Project or otherwise:

- (a) the Recipient will comply with, to the satisfaction of the Minister and at the Recipient’s own expense, all conditions included in the decision statement issued under IAA, or other conditions that the Minister may require in coming to a determination under section 82 of IAA.
- (b) the Recipient will allow the Minister and its agents, employees, servants or contractors to access and enter at any time during reasonable hours upon any real property under the ownership or control of the Recipient for the purpose of ensuring that any conditions and mitigation measures are implemented for the Project.

8. NOTICE

- 8.1 (a) Any notice or communication authorized or permitted with respect to this Agreement shall be effectively given if:
- (i) delivered by hand;
 - (ii) sent by letter;
 - (iii) sent by facsimile; or
 - (iv) sent by PDF via e-mail.
- (b) Any notice that is delivered by hand shall be deemed to have been received on delivery.
- (c) Any notice which has been mailed shall be deemed to have been received eight (8) calendar days after being mailed.
- (d) Any notice sent by facsimile shall be deemed to have been received twenty-four (24) hours after the time that is printed on the dispatcher's confirmation slip.
- (e) Any notice that is delivered by PDF via e-mail is deemed to have been received on delivery
- 8.2 (a) The Minister's address for notice shall be:
- Assistant Deputy Minister
Alberta Region
Western Economic Diversification Canada
Suite 1500 Canada Place
9700 Jasper Avenue
Edmonton, Alberta T5J 4H7
FAX #: (780) 495-4557
Email Address: ab.info@prairiescan.gc.ca
- (b) The Recipient's address for notice shall be:
- Bill Given
Chief Administrative Officer
Municipality of Jasper
PO Box 520,
Jasper, AB, T0E 1E0
Telephone: +1 780 852 6501
Fax: +1 780 852 4019
E-mail : bgiven@jasper-alberta.ca
- (c) Either the Minister or the Recipient may change the address and other information stipulated above, provided that a written change of address notice is issued to the other party.

9. PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS

- 9.1 The Recipient shall comply with the requirements contained in Attachment "B" concerning advance notice for communications activities (i.e. events and announcements) related to the Project; funding announcements and/or official signing ceremonies; federal funding recognition including placement of signs and references on websites, in news releases and in publications including annual reports; Project milestones and success stories and photos.
- 9.2 The Recipient acknowledges that WD is subject to the Official Languages Act, R.S.C. 1985, c. 31 (4th Supp.).
- 9.3 If applicable, in making any announcements of this Contribution, the Recipient shall comply with the spirit of the *"Official Languages Act"*.
- 9.4 The Recipient shall, if the Minister has determined there is or is likely to be a significant demand and communicated this significant demand to the Recipient:
- (a) ensure that any member of the public can communicate with and obtain available services from the office in either official language;
 - (b) ensure that appropriate measures are taken, including the provisions of signs, notices and other information on services and the initiation of communication with the public, to make it known to members of the public that those services are available in either official language at the choice of any member of the public;
 - (c) communicate by using such media of communication as will reach members of the public in the official language of their choice in an effective and efficient manner; and,
 - (d) identify and consider the community economic needs of the Official Languages Minority Community (OLMC) in their community and adapt their services to ensure substantive equality to those provided to both the linguistic majority and minority.

10. INDEMNITY

- 10.1 The Recipient shall indemnify and save harmless the Minister and the Minister's representatives, successors, assigns, servants and agents against and from all actions, suits, damages, losses, charges, expenses, claims and demands whatsoever (including necessary legal costs) which may hereafter be brought or made against the Minister or which the Minister may sustain, pay or incur as the result of or in connection with or arising out of any action of the Recipient.
- 10.2 Neither party shall have any liability for any indirect, incidental, special or consequential damages, however caused and on any theory of liability (including negligence), arising out of this Agreement, including but not limited to loss of anticipated profits, even if such party has been advised of the possibility of such damages. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

10.3 The Recipient acknowledges that the Minister may provide funding to numerous companies, entities, and consortia, some of which may be competitive ("Competitive Entity") with the Recipient. The Minister shall not be liable to the Recipient for any claim arising out of, or based on: (i) the provision of funding by the Minister to any Competitive Entity; or (ii) actions taken by any partner, officer or other representative of the Minister to assist a Competitive Entity, whether or not such action has a detrimental effect on the Recipient or the Project provided that the Minister will in all circumstances maintain the confidentiality of all information provided to it by the Recipient in accordance with this Agreement.

10.4 The Minister's liability under this Agreement shall be limited in the aggregate to a sum equal to or less than the Contribution.

10.5 Section 10 of this Agreement shall survive the termination or expiration of this Agreement.

11. FORCE MAJEURE

11.1 The Recipient will not be in default by reason only of any failure in performance of the Project described in the Statement of Work if such failure arises without the fault or negligence of the Recipient and is caused by any event of force majeure.

11.2 Force majeure means any cause which is unavoidable or beyond reasonable control of the Recipient, including war, riot, insurrection, orders of government, strikes, or any act of God or other similar circumstance which is beyond the Recipient's control, and which could not have been reasonably circumvented by the Recipient without incurring unreasonable cost.

12. SEVERABILITY

12.1 Any provision of this Agreement prohibited by law or otherwise ineffective will be ineffective only to the extent of such prohibitions or ineffectiveness and will be severable without invalidating or otherwise affecting the remaining provisions of the Agreement.

13. APPLICABLE LAW

13.1 This Agreement shall be governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in the Province of Alberta to the jurisdiction of the Courts of Alberta and all courts competent to hear appeals from the Courts of Alberta.

14. GENERAL

14.1 This Agreement is an agreement for the Contribution only. It does not create a partnership, agency, joint venture, or employer/employee relationship between the parties and the Recipient shall not represent itself as such, including in any agreement with a third party.

14.2 No current or former public servant or public office holder to whom the *Conflict of Interest Act*, the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service applies shall derive direct benefit from the funding Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes; and no member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement, or to any benefit arising from it, that is not otherwise available to the general public.

- 14.3 This Agreement and the attachments attached hereto contain the entire agreement between the parties with respect to the subject matter hereto and shall supersede all previous negotiations, representations and documents in relation hereto made by either of the parties.
- 14.4 Time is to be considered of the essence of this Agreement.
- 14.5 All information provided by the Recipient to the Minister will be treated in accordance with the *Access to Information Act* and the *Privacy Act*. These laws govern, protect and limit the collection, use and disclosure of personal, financial and technical information by federal government departments and agencies. Information, documents or records provided, or to be provided, to the Minister pursuant to this Agreement shall not be prohibited from disclosure by the Minister under section 13 or section 20 of the federal *Access to Information Act*, unless the information document or record is identified and marked by the Recipient as a document or record of a nature described by those provisions, and that it truly qualifies as such. Notwithstanding the above, the Minister reserves the right to make information relating to this Agreement available to the public, including providing limited information on a public website as part of a list of all projects funded by the Minister. The Recipient hereby represents that they have authority to consent and consents to the information being made available to the public.
- 14.6 The Recipient's rights to confidentiality shall not impede the Minister in fulfilling subsidy notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 14.7 The parties hereto using their best efforts to consult and negotiate in good faith shall address any dispute or controversy arising from or relating to this Agreement. If a solution cannot be agreed upon within a period of 90 days, all differences shall be subject to arbitration by the *Arbitration and Mediation Institute of Canada*.
- 14.8 This Agreement shall terminate after in the opinion of the Minister, all the terms and conditions in this Agreement, including the provision of a Final Report as set out in clause 5.1(b), have been satisfied. The Recipient acknowledges that sections 4.2, 4.3, 6 and 10 and its obligations under those sections will survive the termination of this Agreement.

15. EFFECTIVE DATE AND COUNTERPART

- 15.1 Each party warrants that the person signing this Agreement has full authority to execute this document.
- 15.2 This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective upon the date of execution by the Minister.
- 15.3 This Agreement shall be binding and enure to the benefit of any successor or assign of the Recipient.
- 15.4 This Agreement shall be effective upon the date of execution by the Minister.

IN WITNESS WHEREOF the parties hereto have executed this Agreement through duly authorized representatives.

For the Minister

Name and Title Date

Municipality of Jasper

Name and Title Date

ATTACHMENT "A"

Statement of Work**I. PROJECT SCOPE****i) Description**

The Recipient will deliver a business continuity and recovery program for small businesses in the Municipality of Jasper affected by the summer 2024 wildfire. This project aims to help businesses that lost physical locations during the wildfires to keep operations running, protect jobs, and reduce rebuild costs. The Recipient will hire temporary staff and contractors to plan, prepare, and maintain interim service locations for business operations, promote businesses, and provide business recovery advisory services. Additionally, the Recipient will purchase equipment to support staff, prepare and service land for project use, construct or obtain structures for business operations, and site reclamation. This project will contribute to the economic recovery for the region.

ii) Project Location

The Recipient shall carry out the Project in JASPER, AB .

iii) Project Costs

	Project Costs	RDA Assistance	RDA %
Assisted Capital			
Pop-Up Business Village and Interim Industrial Park (1)	\$1,285,892	\$1,183,021	92.0%
Total Assisted Capital	\$1,285,892	\$1,183,021	92.0%
Assisted Non-Capital			
Project Support Costs (2)	\$696,366	\$640,657	92.0%
Total Assisted Non-Capital	\$696,366	\$640,657	92.0%
Total Assisted	\$1,982,258	\$1,823,678	92.0%
TOTAL PROJECT COSTS	\$1,982,258	\$1,823,678	92.0%

PROJECT COST COMMENTS

(1) Pop-Up Business Village and Interim Industrial Park - includes costs for site preparation and repair; utility installations; utility costs and network connectivity specific to the project locations for the duration of the project; temporary structures for local artisans, businesses, and staff to operate from. Additionally, it covers costs for office equipment; supplies; business relocation; permanent landscaping at the project locations, increased maintenance and security services. It also includes capital costs related to supply and set up of interim workshop and storage structures, and site security measures such as fencing and gates.

(2) Project Support Costs - includes costs such as one full-time equivalent and one 70% part-time equivalent position to deliver the project and marketing and promotion of the businesses for the project locations. Additionally, it covers internal costs which are directly attributable to this project, including salary and benefits for positions such as project managers, planning personnel, Business Liaison, operations team managers, Finance, Communications personnel, and labourers.

The above costs include only Project Costs, as set out above, incurred directly to carry out the Project and are subject to verification as direct amounts for which payments to third parties can be proven.

iv) Cashflow

The amounts to be paid by the Minister shall not exceed the following amounts in the Minister's fiscal years ending March 31:

<u>Year</u>	<u>Amount</u>
2024/25	\$38,640
2025/26	\$1,088,834
2026/27	\$331,312
2027/28	\$364,892

v) Special Conditions

1) At the sole discretion of the Minister, advances may be provided as deemed appropriate. The Recipient must account for each advance received, within 90 days of the end of the advance period for quarterly advances, or within 60 days of the end of the advance period for monthly advances.

2) The Minister may contribute up to 100% of Total Assisted Project Costs incurred by the Recipient up to March 31, 2025. The Minister's total Contribution for approved Total Assisted Project Costs will not exceed the total amount of funding available up to March 31, 2025, as per the table of Cashflow, Section I., iv. of the Statement of Work.

3) The total Contributions paid by the Minister shall not exceed 92% of Total Project Costs upon Project Completion. At Project Completion, any contribution paid in excess of 92% of Total Project Costs shall be deemed repayable immediately at the completion of the Project.

vi) Dates

Shared Cost Commencement Date	March 1, 2025
Completion Date	March 31, 2028
Cancellation Date	June 1, 2025
Final Client Reporting Date	June 30, 2028

vii) Stacking Limit and Funding

Stacking Limit	100 %
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PROJECT FUNDING

RDA non-repayable Contribution	\$1,823,678
Operating Capital	\$158,580
TOTAL PROJECT FUNDING	\$1,982,258

II. PROJECT MEASUREMENT

This section describes the basis for measuring the progress, outcomes and success of the Project. Reporting by the Recipient shall reflect these parameters.

i) Timeline of Project Activity

Hire support staff for project delivery	May 2025
Opening of business and industrial structures	June 2025
Complete mid-point evaluation of project activities	August 2026
Decommissioning of temporary spaces, remediation, business transitions.	March 2028

ii) Performance Indicators

Expected Results	Performance Indicator	Baseline Value	Baseline Date	Target Value	Target Date
Communities are developing economically in the Prairies	Number of HQP (including STEM) jobs created (Total)	0.0	March 2025	1.0	March 2028
	Number of non-HQP jobs created (Total)	0.0	March 2025	1.0	March 2028
	Number of jobs maintained (Total)	0.0	March 2025	33.0	March 2028
	Number of contributing partners engaged in advancing community-based projects (e.g., providing financial or in-kind support)	0.0	March 2025	1.0	March 2028
	Number of SMEs assisted	0.0	March 2025	21.0	March 2028
Prairie economic development is supported	Number of businesses created, maintained, or expanded (Total)	0.0	March 2025	21.0	March 2028

iii) Expected Results/Methodology & Timing

The Recipient shall continue to provide information and reports with respect to the performance Indicators, as requested by the Minister, until the Final Client Reporting Date.

Progress on this project shall be evaluated against project milestones and performance indicators. The recipient shall continue to provide information and reports with respect to the performance indicators., as required by the Minister, until the Final Client Reporting Date. The project is expected to contribute \$1.97 million in sales and maintain 33 jobs, providing immediate economic relief and long-term stability for Jasper.

ATTACHMENT "B"

COMMUNICATIONS PROTOCOL

I. Funding Announcement/Event

- (a) The Recipient hereby consents to a public funding announcement/event by, or on behalf of, the Minister in the form of a news release and/or news conference or event (in-person or digital), if recommended by the Minister.
- (b) The Minister shall inform the Recipient, in writing, of the date on which the public announcement is to be made and ensure the proposed date permits the participation of both parties, and their representatives. The Recipient shall maintain the confidentiality of the Agreement until such date.
- (c) The Recipient shall advise the Minister, in writing, at least fifteen (15) days in advance of any official ceremony to be held in connection with the Project.
- (d) The Recipient hereby consents to the participation by the Minister, or a representative of the Minister, at any such official ceremony and to have the event take place on a day mutually agreed upon by the Recipient and the Minister. (Posting of the contribution on the Western Economic Diversification Canada's website under the Proactive Disclosure requirement does not constitute a Project funding announcement.)

II. Federal Funding Recognition

- (a) The Recipient also consents to the placement of a bilingual sign that identifies the federal government's participation in the Project, on the Project site at any time prior to the Completion Date of the Project, if recommended by the Minister.
- (b) The Recipient shall, in all of its publications (digital and print), public website, social media platforms, news releases and presentations regarding the Project, or making mention thereof, including in its annual reports, acknowledge, if recommended by the Minister, that the Project was supported and/or funded in part by Western Economic Diversification Canada.
- (c) Any use of Western Economic Diversification Canada's name, its Federal Identity Program (FIP) official government identifier with the Canadian flag logo, or the Canada wordmark, requires prior written approval of the Minister.
- (d) Visit <http://www.wd-deo.gc.ca/images/cont/10036a-eng.pdf> for guidelines on how to acknowledge Western Economic Diversification Canada's support.

III. Project Milestones

- (a) The Recipient shall provide the Minister with an opportunity to participate in milestone events and provide milestone information and proposed dates for milestone events at least 15 days in advance, thereby enabling the Minister to use the opportunity to promote the Recipient's Project and Western Economic Diversification Canada's role in supporting it.
- (b) The Recipient agrees to the implementation of appropriate communications activities, which the Minister or the Recipient may initiate in conjunction with the other, such as a feature story, an official opening, ceremonies, celebrations. The Minister and the Recipient shall cooperate in these activities. Examples of Project milestones, for promotional

purposes, include:

- Sod-turnings / Ribbon cuttings / Grand openings
- Successful nominations and awards
- Completion of prototype and first product produced
- Expansion into new markets, significant sales, new contracts
- First shipment or launch of new product, new technology
- Completion/graduation of training by students or interns
- Launch of new program, tool or reference
- Promotional/Media campaign

IV. Success Stories/Photos

From time to time Recipients may be required to provide support, photos, video footage, interviews, and/or quotes for the development of articles to be used in Western Economic Diversification Canada's publications, public website, and/or social media platforms. It is understood that, in accepting the funding, Recipients agree to provide support when called upon to do so.

V. Proactive Disclosure

Proactive disclosure is a requirement of the Government of Canada whereby all grants and contributions are posted to Open Government portal website 30 days following the financial quarter.

Initials: _____



Office of the Superintendent
Jasper Field Unit
P.O. Box 10
Jasper, Alberta
T0E 1E0

December 9, 2024

Mr. Bill Given
Chief Administrative Officer
Municipality of Jasper
bgiven@town.jasper.ab.ca

**Subject: Forbearance of Wildfire Displaced Businesses and Community Organizations' Use
Licence of Occupation Public Parking Lots U201**

Dear Mr. Given:

Parks Canada recognizes that many businesses and community organizations have been affected by the loss of their locations and that the Municipality of Jasper is open to working with these groups to provide space on municipal public parking lots for temporary use during rebuilding.

Notwithstanding the alienation clause Article 13.00, of the Licence of Occupation dated November 1, 2006 for public parking, Parks Canada recognizes that the Municipality of Jasper desires to enter into agreements with displaced businesses and community organizations to provide a location for continuation of services. Therefore, in accordance with Article 22.02 of the Licence of Occupation, consider this letter to be a maximum five (5) year conditional forbearance for the commercial and institutional use of public parking lots.

The conditions of the forbearance are as follows:

1. It will be the responsibility of the Licensee to contact Parks Canada in writing if there are any unforeseen alterations to the situation as described above.
2. Agreements for commercial use shall only be made available to businesses that lost lease or sub-lease space as a result of the 2024 Wildfire Complex.
3. All development proposals must be submitted for approval in accordance with Article 10.00 Submission of Plans and Specifications of the Licence of Occupation.

Consistent with Article 22.02 of the Licence of Occupation this limited abstaining from the enforcement of His Majesty's contractual rights does not "constitute a waiver of any subsequent breach of that covenant" for which Parks Canada reserves the further right to not recognize this forbearance past the stated expiry date.

If you have any questions or would like to discuss, please contact Erin Saunders, Realty and Municipal Services Manager, at (780) 820-0521.

Yours truly,

Alan Fehr
Field Unit Superintendent

AGENDA ITEM 7.6

REQUEST FOR DECISION

Subject: Moving Traffic Enforcement
From: Bill Given, Chief Administrative Officer
Prepared by: Christine Nadon, Director of Protective & Legislative Services
Reviewed by: Neil Jones, Licensing & Enforcement Manager
Date: May 13, 2025



Recommendation:

- That Committee recommend Council approve a change in service level to allow Community Peace Officers to conduct moving traffic enforcement within municipal limits.

Alternatives:

- That Committee direct Administration to make the following edits to the Traffic Safety Plan:
 - ...
 - ...
- That Committee direct Administration to discontinue work on this item and maintain current service levels.

Background:

In early July 2024, Administration brought a request for decision to Council to recommend a change in service level to allow Community Peace Officers to conduct moving traffic enforcement within municipal limits. At the same meeting, Committee directed Administration to “return to a future Committee of the Whole meeting with additional information on moving traffic enforcement, including the proposed scope of work and an outline of anticipated equipment requirements.”

Discussion:

Administration is requesting Council’s support for a change in service level to direct staff to take the necessary steps with the Alberta Solicitor General to allow our Community Peace Officers to enforce moving traffic violations in the Jasper town site. This directive should come from Council as it is a change in service level which would impact the current focus and priorities for the department.

To engage in enforcing moving traffic violations, the Municipality must submit a Traffic Safety Plan, approved by Administration and the local RCMP detachment, to the Alberta Solicitor General’s office. If approved, the Solicitor General would update Jasper’s peace officers’ designations to include specific authorities to enforce moving traffic violations under the Alberta *Traffic Safety Act*. The Act, Regulations, provincial Peace Officer program policy, peace officer bulletins, other statutes and regulations identified on each peace officer’s appointment, and the employer’s internal policies and procedures, all contribute to providing the guidance necessary for peace officers to perform their duties and address compliance issues.

Peace Officers currently employed by the Municipality of Jasper are restricted via departmental standard operating procedures and Solicitor General designations, and do not enforce moving traffic violations under the

Alberta *Traffic Safety Act*. Should Council support the change in service level and allow Administration to seek a change in designation with the Solicitor General's office, it would take several weeks for the change to come into effect and be visible in the community.

The purpose of the Traffic Safety Plan is to bring awareness to municipal decision makers of the areas of concern leading to potential motor vehicle injuries or death, and to focus traffic enforcement efforts on risk reduction in those areas. The expectation is that targeted use of peace officer resources will improve traffic safety in the community. The Traffic Safety Plan also serves to better coordinate resources between law enforcement agencies, namely the Municipality of Jasper, the RCMP and the Parks Canada Agency in the Jasper context. The strategic goals of the Traffic Safety Plan include the identification of which roadways fall under municipal jurisdiction; the locations or zones to be prioritized; and the creation of a baseline for statistical records of enforcement and educational efforts.

Administration is not recommending that moving traffic violations become the focus of the department. The proposal is to integrate moving traffic enforcement as part of regular patrols and ongoing enforcement activities. Peace officers would focus day-to-day enforcement on violations causing a risk to public safety. Moving traffic enforcement would not involve specific quotas or expectations per officer to meet.

The occupational health and safety risk associated with this proposal is not significantly increased in comparison to existing duties for which extensive safety protocols are already in place. For example, officers knock on camper or RV doors in the early morning hours to enforce the municipal Camping Bylaw, which poses a similar or increased risk to officer safety than enforcing moving traffic violations.

Council approved a \$25,000 capital budget allocation in 2025 for moving traffic violation equipment. Administration's intention is to purchase a Radar or Laser (LIDAR) speed gun, dashboard video equipment to enhance officer safety and bolster evidence gathering, and additional information technology (IT) equipment to link information databases and ensure officers can access the data they need in real-time while performing their duties. This capital item is already approved but no action has been taken until Council confirms a change in service level to include moving traffic violations in the scope of work of the Bylaw Enforcement Service.

Integrating moving traffic enforcement in the municipality's peace officer program would increase community safety and enable the department to address Council and community safety concerns with respect to school zones, intersections, crosswalks, and compliance with the speed limit in the context of rebuilding and recovery. Moving traffic enforcement would also make the Municipality of Jasper a more attractive employer in the highly competitive Community Peace Officer labour market, allowing qualified staff to perform their duties to their full ability.

If supported by Council, staff would update standard operating procedures, finalize the Traffic Safety Plan in collaboration with the RCMP and submit it to the Solicitor General's office, organize additional staff training, and formalize capital purchasing plans. Administration would also work with the Municipality's Communications team to ensure appropriate public messaging is developed prior to moving traffic enforcement commencing.

Strategic Relevance:

- Recognize the fundamental importance of our tourism economy
- Focus on prevention, mitigation, and preparation for natural disasters
- Empower our staff by investing in the training and tools they require
- Entrust our staff to develop healthy relationships with the people they serve

- Ensure residents receive quality service that provides strong value for dollar
- Pursue the acquisition of tools and authorities to enhance service delivery, equity and affordability

Relevant Legislation:

- [Traffic Safety Act](#) (RSA 2000, cT-6)
- [Peace Officer Act](#) (SA 2006, cP-3.5)
- [Provincial Peace Officer Program Policy and Procedure Manual](#)
- [Traffic Safety Bylaw \(#244\)](#)

Financial:

The proposed change in service level will not impact the department's expenditures in the operating budget. From a revenue perspective, 50% of the revenue generated from provincial tickets issued for moving traffic violations would return to the Municipality of Jasper. How much revenue the Municipality can expect to generate from this change in service level is unknown at this time.

The Protective Services Coordinator already handles and submits provincial tickets for other types of violations. We do not anticipate any additional administrative cost related to this proposed change. Provincial tickets are prosecuted by the Government of Alberta. The officer who issued the ticket would be required to attend specified court dates, as per current practice.

Attachment:

- Draft Traffic Safety Plan

Municipality of Jasper
Bylaw Enforcement Service

Traffic Safety Plan

2025 – 2027



Prepared by: Neil Jones, Licensing & Enforcement Manager

OVERVIEW

Municipality of Jasper

The Municipality of Jasper is a specialized municipality located within Jasper National Park and on Treaty 6 and 8 Territories. Situated approximately 362 kilometers west of Edmonton, Jasper serves as a service and tourism hub, offering accommodation, restaurants, attractions and amenities for visitors to the national park. The municipality is located entirely within the boundaries of Jasper National Park. Jasper has a permanent population of 4,738 (2021 Census of Population, Statistics Canada). In the summer months, the number of individuals around Jasper can grow to 25,000 a day. The community receives over two million visitors annually.

Municipal Enforcement

The Jasper Bylaw Enforcement Service employs a team responsible for enforcing municipal bylaws and select provincial statutes to enhance public safety and maintain community standards. The service consists of:

- 2 – Full Time Community Peace Officers (appointed under Alberta's *Peace Officer Act*)
- 1 – Bylaw Enforcement Officer (responsible for municipal bylaw enforcement)
- 0.5 – Administrative support staff (Protective Services Coordinator)
- 1 – Manager, who also has a community peace officer appointment

Community Peace Officers and Bylaw Enforcement Officers work seven days a week, with hours adjusted seasonally to address community concerns, traffic safety, and visitor numbers.

Purpose

The purpose of this plan is to provide objectives and direction to improve traffic safety and education consistent with municipal requirements under the Alberta [Public Security Peace Officer Program, Policy and Procedure Manual](#).

OPERATIONAL OBJECTIVES

Moving Traffic Enforcement

Community Peace Officers' focus for moving traffic will primarily focus on bicycle safety, school zone and playground speed enforcement, intersection safety, distracted driving, and occupant restraint.

Bicycle Safety

Jasper is a bicycle-friendly community with trail links to the extensive trail network within the Jasper National Park. During the snow free months there is high cycling activity both by resident commuters and visitors heading out to the national park trails and the downtown services. Community Peace Officers will take an education-based approach to bicycle safety, emphasizing the safe operation of bicycles, visibility at night, and compliance with the rules of the road.

Speed Enforcement

The Municipality of Jasper has four vehicular entrance points with municipal posted speeds limit of 30 and 50 kilometers per hour. The majority of the roads within the town limits have a maximum speed limit of 30 kilometers per hour, and short stretches of 50 kilometer per hour zones located near the town boundaries. Community Peace Officers will focus most of their time conducting speed enforcement in school zones, playground zones and areas of concern identified by complaints from residents.

During the recovery period from the 2024 wildfire, Community Peace Officers will also monitor and conduct speed enforcement with construction traffic, and engage with the Jasper Recovery Coordination Centre to educate and inform incoming contractors to Jasper.

For clarity, Community Peace Officers will not conduct traffic enforcement on roadways outside of the townsite boundary, including Highways 16, 93 and 93A, and parts of Sleepy Hollow Road.

Intersection Safety

During the summer months, Jasper sees an increase in visitation which results in increased motor vehicle traffic in the downtown core. Intersection safety will focus on the downtown core and adjacent intersections and crosswalks where a large volume of vehicle, bicycle and pedestrian traffic occurs.

During school hours, Community Peace Officers will conduct enforcement on school routes and crosswalks to ensure the safety of children. Officers will also monitor motorists' compliance with school bus safety regulations.

Distracted Driving

Distracted driving poses a significant safety risk, particularly during the peak of tourism season in Jasper. Community Peace Officers will integrate education and enforcement of distracted driving regulations as part of their regular patrols.

Occupant Restraint

Due to the high volume of vehicular traffic, pedestrian traffic and potential wildlife hazards, Community Peace Officers will educate and enforce seatbelt regulations.

Commercial Vehicle Safety

Commercial vehicle regulations enforcement is the primary responsibility of the Alberta Commercial Vehicle Unit, Sheriffs and the Parks Canada Law Enforcement Officers. Community Peace Officers will only address infractions where commercial trucks are found driving on non-designated routes or parking contrary to posted signage.

During the recovery period from the 2024 wildfire, Community Peace Officers will monitor the increased commercial vehicle traffic in the community and take enforcement actions as required, namely with respect to speed limits and intersection safety.

Parking Enforcement

Community Peace Officers work in conjunction with Bylaw Enforcement Officers to conduct

education and enforcement of the town's paid parking program and Traffic Safety Bylaw. Community Peace Officers will respond to complaints and proactively investigate parking safety infractions including, but not limited to: blocking fire hydrants, parking too close to intersections or traffic control devices, and obstructing roadways and crosswalks.

Collaboration

The Licensing & Enforcement Manager will meet regularly with the Jasper RCMP Detachment Commander, the Director of Protectives & Legislative Services and the Director of Operations & Utilities to address traffic concerns, and review collision statistics and trends to ensure that there is a coordinated and focused approach on traffic safety in the Municipality of Jasper.

SUMMARY

The goal of this traffic plan is to provide a high-level direction for traffic safety and enforcement priorities and activities for the Jasper Bylaw Enforcement Service.

By having a plan in place, Community Peace Officers will be able to prioritize initiatives and focus proactively on improving public safety.

The plan will be updated every three years as required by legislation and will be reviewed on an annual basis.

Approved by:

S/Sgt. Rick Bidaisee
Detachment Commander
Jasper RCMP

Christine Nadon
Director of Protective & Legislative Services
Municipality of Jasper

Approved on:

Date

Date

AGENDA ITEM 7.7

REQUEST FOR DECISION

Subject: Jasper Fire Department Bylaw 2025

From: Bill Given, Chief Administrative Officer

Prepared by: Mathew Conte, Fire Chief

Reviewed by: Christine Nadon, Director of Protective & Legislative Services
Don Smith, Deputy Fire Chief
Neil Jones, Licensing & Enforcement Manager

Date: May 13, 2025



Recommendation:

- That Committee recommend Council give first and second reading to the Jasper Fire Department Bylaw 2025.

Alternatives:

- That Committee receive the report for information and take no further action.

Background:

The Fire Bylaw was first adopted in 2001 and was amended to address operational changes and legislative updates in 2015. The Jasper Fire Department is proposing a more comprehensive review and modernization of the bylaw to ensure it aligns with current operations of the Jasper Fire Department, best practices in emergency response, and the Alberta Fire Code, the Safety Codes Act, and relevant municipal legislation.

Discussion:

The updated bylaw introduces improved definitions of acceptable outdoor fire receptacles and fireplaces to help residents comply with safe practices for backyard fires. It also provides up-to-date information on current employment practices in the Municipality of Jasper, namely on the process to appoint the Fire Chief and Deputy Chief. Other language specific to fire department response is also improved to reflect current terminology and provide a more accurate representation of the services provided by the Jasper Fire Department.

The new Bylaw also clarifies the relationship between the Municipality of Jasper, the Jasper Fire Department, and the Jasper Volunteer Fire Brigade. Volunteer members are under the immediate supervision and control of the Jasper Fire Department and therefore the Municipality of Jasper. Reducing ambiguity on the role of the Jasper Volunteer Fire Brigade will help the Municipality of Jasper, the employer, carry out its responsibilities with respect to staff members and volunteer members.

The proposed edits also clarify offences in the bylaw, namely for Open Fires. The addition of Peace Officers as enforcement agents and a more fulsome penalties section in Schedule B will also improve the Municipality's ability to address offences appropriately.

The proposed edits to Schedule A, Fire Protection Charges, also reflect a more accurate cost recovery model for Fire Department services, namely for fire inspections.

Strategic Relevance:

- Take proactive steps to reduce the risk of people becoming vulnerable and respond when they are vulnerable.
- Communicate and engage with residents.
- Focus on prevention, mitigation, and preparation for natural disasters.
- Empower our staff by investing in the training and tools they require.
- Entrust our staff to develop healthy relationships with the people they serve.

Inclusion Considerations:

The updated bylaw supports a consistent and equitable approach to fire safety across the community by clearly defining enforcement protocols and permitting requirements, ensuring that all residents are subject to the exact expectations and protections.

Relevant Legislation:

- [Municipal Government Act](#) (RSA 2000, c. M-26)
- [Safety Codes Act](#) (RSA 2000, c. S-1)
- [Alberta Fire Code](#)
- Existing [Jasper Fire Department Bylaw #189](#) (to be repealed)

Financial:

The new bylaw enables cost recovery for fire protection services, which may result in additional revenue or reduced net expenditures. No new costs are expected for implementation.

Attachments:

- Draft Jasper Fire Department Bylaw #268

MUNICIPALITY OF JASPER
BYLAW #189268

BEING A BYLAW OF THE MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA TO PROVIDE FOR DELIVERY OF STRUCTURAL FIRE PROTECTION AND EMERGENCY SERVICES.

CONTENTS:

- 1. CITATION**
- 2. DEFINITIONS**
- 3. FIRE CHIEF**
- 4. APPOINTMENTS, POWERS AND RESPONSIBILITIES OF MEMBERS**
- 5. APPOINTMENTS, POWERS AND RESPONSIBILITIES OF DEPUTY CHIEF**
- 6. FIRE PROTECTION AND INCIDENT CHARGES**
- 7. PERMITS**
- 8. NOTICE**
- 9. APPEAL**
- 10. INTERFERENCE WITH DUTIES**
- 11. OFFENCES**
- 12. PENALTIES**
- 13. MISCELLANEOUS**
- 14. VIOLATION TICKETS**
- 15. SEVERANCE**
- 16. COMING INTO EFFECT**

WHEREAS the Council of the Municipality of Jasper wishes to provide for the safety and security of Jasper residents and visitors;

AND WHEREAS the Council of the Municipality of Jasper wishes to provide Structural Fire Protection Service within the Municipality, and provide for the operation of such a service, all pursuant to the laws of the Province of Alberta and the Agreement for the Establishment of Local Government in Jasper dated June 13th, 2001;

AND WHEREAS the Council of the Municipality of Jasper wishes to regulate the use and setting of fires within the Town of Jasper;

NOW THEREFORE 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 Fire Department Bylaw 2015 2025.”
- 1.2 Municipality of Jasper Bylaw #189, the “Jasper Fire Department Bylaw 2015”, is hereby repealed.

2. DEFINITIONS

- 2.1 In this Bylaw:
 - 2.1.1 “Acceptable Fire Receptacle” means an outdoor receptacle that meets the following specifications:
 - i. a required minimum of 3m (9.84’) clearance, measured to the nearest fire pit edge to buildings, property lines or other combustible material;
 - ii. the fire pit edge does not exceed 0.6m (1.97’) when measured from the surrounding grade to the top of the pit opening;
 - iii. the fire pit does not exceed 1m (3.28’) in width or diameter when measured between the widest points or outside edges;
 - iv. the fire pit installation has enclosed sides made from bricks, concrete blocks, heavy gauge metal or other materials acceptable to the Fire Chief; and
 - v. a spark arrestor screen with openings no larger than 1.25cm (0.5”) and constructed of non-combustible mesh is used to cover the fire pit opening at all times when a fire is present in a manner which will contain and reduce the hazards of airborne sparks and embers.
 - 2.1.2 “Acceptable Outdoor Fireplace” means an outdoor receptacle that meets the following specifications:
 - i. a required minimum of 3m (9.84’) clearance, measured to the nearest fireplace edge to buildings, property lines or other combustible material;
 - ii. the fireplace is constructed of materials such as metal, bricks or rocks that are heat and flame-resistant;
 - iii. the fireplace is equipped with a chimney that is not less than 2.5m (8.2’) in height when measured from the base of the fire-burning area;
 - iv. the fireplace chimney is equipped with a screen;
 - v. the base of the fire-burning area is not less than 0.3m (0.98’) above the surrounding grade; and
 - vi. the fire chamber does not exceed 1.25m (4.1’) in width, not more than 0.6m (1.97’) in depth and is no more than 0.4m (1.31’) in height.

- 2.1.3 "Apparatus" shall mean any vehicle provided with machinery, devices, equipment or materials for firefighting, as well as any vehicles used for transporting firefighters or supplies.
- 2.1.4 "Burnable Debris" shall mean those materials permitted to be burned upon obtaining a "Fire Permit." It shall include:
- Clean, dry lumber which does not contain preservatives;
 - Trunks, branches and sawdust resulting from tree removal;
 - Standing grass and weeds; and
 - Other combustible materials that are acceptable to the Fire Chief.
- 2.1.5 ~~"Brigade Member" shall mean a member of the Jasper Volunteer Fire Brigade as defined herein.~~
- 2.1.6 "CAO" shall mean the Chief Administrative Officer of the Municipality of Jasper
- 2.1.7 "Contained Fire" shall mean a Fire which is totally confined within a non-combustible structure or container and which is ventilated in such a manner as to preclude the escape of combustible materials including ash.
- 2.1.8 "Council" shall mean the Council of the Municipality of Jasper.
- 2.1.9 "Duty Officer" shall mean a Fire Department member who provides command coverage and will act as the officer in charge of all fire department incidents.
- 2.1.10 ~~"Emergency Medical Services" shall mean services provided by the ambulance service under contract to the Municipality of Jasper for the provision of ambulance services, such services provided by paramedics and emergency services technicians certified pursuant to the Ambulance Services Act (Alberta).~~
- 2.1.11 ~~"Emergency Services" shall mean all services provided by the Jasper Fire Department with respect to Fires or Incidents.~~ provides for emergency response.
- 2.1.12 "Equipment" shall mean any tools, contrivances, devices or materials used by the Fire Department to combat fire or respond to an incident or other emergency.
- 2.1.13 "False Alarm" shall mean any notification to the Fire Department or any Member in respect of a condition, circumstance or event containing an imminent serious danger to Persons or property wherein such a condition, circumstance or event is in fact not in existence.
- 2.1.14 "Fire" shall mean any combustible material in a state of combustion, a situation where a Fire or explosion is imminent or any other situation presenting a Fire or a danger or possible danger to life or Property from Fire.
- 2.1.15 "Fire Chief" shall mean the person appointed by the CAO as head of the Fire Department.
- 2.1.16 "Fire Department" shall mean the Department established by this Bylaw and includes any person duly appointed to the Fire Department by the CAO or by the Fire Chief.
- 2.1.17 "Fire Department Property" shall mean all Property owned or controlled by the Municipality and designated for use by the Fire Department, regardless of the source of that Property.
- 2.1.18 "Fire Permit" shall mean a document allowing an Outdoor Fire at a specified location, for a specified period, with such conditions as may be attached by Council, and issued by the Fire Chief at the direction of Council.
- 2.1.19 ~~"Fire Pit" shall mean a ground level construction with enclosed sides made from brick, concrete, stone, clay, heavy gauge metal or other suitable non combustible material enclosing a depth not greater than .45 meters, a width, length or diameter not greater than .75 meters, and which is surrounded by not less than 0.3 meters of non combustible material.~~
- 2.1.20 "Fire Protection" shall mean all aspects of Fire safety, including but not limited to, Fire prevention, firefighting or suppression, pre-Fire planning, Fire inspection, Fire investigation, public education and information, training or other staff development, advising, and responding to requests for Fire Protection including legitimate emergencies and false alarms.
- 2.1.21 "Fire Protection Charge" shall mean a charge equal to any or all costs incurred by the Fire Department in providing Fire Protection.
- 2.1.22 "Fireworks" shall mean the fireworks listed in Class 7, Division 1 and Class 7, Division 2 of the Explosives Act (Canada) and regulations under that Act. ~~but shall not include Christmas crackers and caps for toy guns.~~

- 2.1.23 "Incident" shall mean a situation or occurrence which is not limited to a Fire but which presents a danger or possible danger to life or Property and to which the Fire Department responds.
- 2.1.24 "Incident Charge" shall mean a charge equal to any or all costs incurred by the Fire Department in responding to an Incident which is not a Fire but which presents a danger real or imagined to life or Property.
- ~~2.1.25 "Jasper Volunteer Fire Brigade" shall mean the organization of that name present in the Municipality of Jasper and registered as such pursuant to the Societies Act (Alberta).~~
- 2.1.26 "Lease" shall mean a lease for the use or occupation of land in Jasper National Park of Canada;
- 2.1.27 "Leaseholder" shall mean a grantee or a Person or other legal entity holding a valid lease or licence of occupation with the federal Crown for the use or occupation of land in Jasper National Park, and shall mean Canadian National Railway with respect to lots or land parcels held by Canadian National Railway, and shall mean Jasper National Park of Canada with respect to lots or land parcels held by the Crown.
- 2.1.28 "Licence of Occupation" shall mean a licence for the use or occupation of land in Jasper National Park of Canada;
- 2.1.29 "Member" shall mean any person who is a duly appointed Member of the Fire Department; and includes the Fire Chief.
- 2.1.30 "Municipality" shall mean the physical area of the Municipality of Jasper as defined in the Agreement for the Establishment of Local Government in Jasper, June 13th, 2001 or the municipal entity of the same name as the context requires.
- 2.1.31 "Municipal Offence Ticket" shall mean a municipal offence ticket issued pursuant to the Provincial Offences Procedures Act (Alberta);
- 2.1.32 "Officer" shall mean a person duly appointed as the Fire Chief or as the Deputy Fire Chief, and includes a person duly appointed to act temporarily in the place of the Fire Chief or the Deputy Fire Chief.
- 2.1.33 "Outdoor Fire" shall mean any Fire not contained within a building or structure and shall include Fire involving humus soil, piles of coal, farm produce, waste, bush, grass, seed, straw or any Fire that has escaped or spread from a building, structure, machine or vehicle and any Fire set for the purpose of thawing frozen ground.
- 2.1.34 "Open Fire" shall mean a Fire burning without proper or any person's control.
- ~~2.1.35 "Outdoor Fireplace" shall mean:~~
- ~~2.1.35.1 a commercially obtainable free standing fire container constructed of non-combustible material and comprising a firebox equipped with an integral chimney and raised above ground level on a base or;~~
- ~~2.1.35.2 a permanent structure constructed of stone or brick and comprising a firebox and chimney, with or without an attached barbeque grill area.~~
- 2.1.36 "Person" shall mean an individual, society, partnership or corporation, or in the case of a vehicle, the lessee, registered owner, and/or his agents or insurance provider;
- 2.1.37 "Policy" shall mean the policy duly established by the Council of the Municipality of Jasper.
- 2.1.38 "Property" shall mean any real or personal Property, which, without limiting the generality of the foregoing, includes land and structures.
- 2.1.39 "Recreational Fire" shall mean a Fire which is set for the purpose of cooking, obtaining warmth or viewing for pleasure and which is:
- 2.1.39.1 fuelled by propane or natural gas and contained within a commercially obtained propane or natural gas barbeque; or
- 2.1.39.2 on land leased by the Municipality or its agents and used for recreational purposes, and confined to a non-combustible container supplied by the Municipality and approved by the Fire Chief, such Fire to be fuelled only with seasoned wood, charcoal or coal; or
- 2.1.39.3 on the property of a Lessee and which is contained in a Fire Pit, Outdoor Fireplace, commercially obtained outdoor barbeque, or other structure approved by the Fire Chief, and which provides not less than 2.5 meters clearance from buildings,

property lines and combustible material except where otherwise approved by the Fire Chief; and is fuelled only with seasoned wood, charcoal or coal.

2.1.40 ~~"Running Fire" shall mean a Fire burning without being under proper or any control of any Person.~~

2.1.41 "Security Charge" shall mean a charge equal to any or all costs incurred by the Fire Department after it has responded to an incident, when the integrity of the property is vulnerable to theft, vandalism or other unlawful acts, and when there is a need for the Fire Department to keep the property secure.

2.1.42 "Senior Member" shall mean the member who, ~~among any particular group of members present at any particular time and place,~~ holds the most senior rank in the Jasper Volunteer Fire Brigade Department.

2.1.43 "Structure Fire" shall mean a fire confined to and within any building or structure, ~~machine or vehicle~~ which will or is likely to cause the destruction of or damage to such building or structure, ~~machine or vehicle~~, excluding an incinerator Fire.

2.1.44 "Training Fire" shall mean a fire set by the Fire Chief or his designate for the purpose of training members or members of the general public.

2.1.45 "Violation Ticket" shall mean a violation ticket issued pursuant to the *Provincial Offences Procedures Act* (Alberta).

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

2.1.47 Words importing the singular shall include the plural and vice versa whenever the context so requires.

3. FIRE CHIEF

3.1 ~~The Fire Chief shall be appointed by the CAO in consultation with the Jasper Volunteer Fire Brigade, and shall report to and be responsible to the CAO.~~ The CAO shall appoint the Fire Chief.

3.2 The Fire Chief has complete responsibility and authority over the Fire Department, subject always to the direction and control of the CAO, and in particular, shall carry out all fire protection activities and such other activities as directed, including but not limited to:

3.2.1 rescue motor vehicle incidents;

3.2.2 emergency medical aid, ~~except for ambulance services and emergency medical services~~ medical first response;

3.2.3 pre-fire planning structural firefighting;

3.2.4 fire prevention, including fire inspections, fire investigations, public education and fire preplanning;

3.2.5 disaster planning emergency management planning;

3.2.6 emergency response to chemical spills, dangerous goods posing or likely to pose an immediate danger to the health and well-being of residents or visitors in the Municipality; and

3.2.7 wildland urban interface preventative patrols and inspections.

3.3 The Fire Chief appointed, designated and engaged pursuant to this Bylaw shall be a safety codes officer as described in the *Safety Codes Act* (Alberta) and the *Fire Code* (Alberta) and shall enforce the provisions of the *Safety Codes Act* (Alberta) and the *Fire Code* (Alberta) within the Municipality.

3.4 The Fire Chief, subject to the direction and control of the CAO, may establish rules, policies and committees necessary for the proper organization and administration of the Fire Department, including, but not limited to:

3.4.1 use, care and protection of Fire Department Property;

3.4.2 conduct and discipline of Officers and Members of the Fire Department pursuant to the provisions of the constitution of the Jasper Fire Department Operations Manual the Jasper Fire Department Policies, or the Municipality of Jasper Policies (as applicable);

3.4.3 efficient and safe operations of the Fire Department; and

3.4.4 training of the Deputy Fire Chief and all Members of the Fire Department.

3.5 The Fire Chief, or in his absence the Deputy Fire Chief, or in the absence of both the Fire Chief and the Deputy Fire Chief, the highest-ranking Member present at a Fire or an Incident:

3.5.1 shall have control, direction and management of any Fire Department Apparatus, Equipment or personnel assigned to a Fire or an Incident and, where a Member is in charge, he shall continue to act until relieved by the Fire Chief, the Deputy Fire Chief, or a higher-ranking Member;

- 3.5.2 may, at his discretion, establish boundaries or limits and keep persons from entering the area within the prescribed boundaries or limits unless authorized to enter by him; and
 - 3.5.3 may request peace officers to enforce restrictions on persons entering within the boundaries of the limits outlined in Section 3.5.2 herein.
 - 3.6 The Fire Chief, or in his absence the Deputy Fire Chief, or in the absence of both the Fire Chief and the Deputy Fire Chief, the highest-ranking member present at a Fire or an Incident, is empowered to undertake all reasonable actions he deems necessary in order to directly or indirectly combat, control or deal with a Fire or an Incident, including:
 - 3.6.1 passing through or over buildings or Property adjacent to a Fire or an Incident and causing Members of the Fire Department and the Apparatus and Equipment of the Fire Department to enter or pass through or over the buildings or Property;
 - 3.6.2 causing a building, structure or object to be pulled down, demolished, or otherwise removed; and
 - 3.6.3 commandeering and authorizing payment for the possession or use of any equipment required, in his sole judgement, to combat, control or deal with a Fire or an Incident.
 - 3.7 The Fire Chief may compel assistance from officials and employees of the Municipality as he deems necessary in order to discharge his duties and responsibilities with respect to Fires and Incidents.
 - 3.8 Regulations, rules or policies made pursuant to Section 3.4 of this Bylaw shall not be inconsistent with the legislation and regulations of the Province of Alberta and with the *Canada National Parks Act*.
 - 3.9 The limits of the jurisdiction of the Fire Chief, Officers and Members of the Fire Department will extend to the area and boundaries of the Municipality and no part of the fire Apparatus or Equipment shall be used beyond the limits of the jurisdiction except:
 - 3.9.1 with the express authorization of a written contract or agreement authorized by Council and providing for the supply of Fire Protection outside the Municipality's boundaries; or
 - 3.9.2 in accordance with approved Policy.
 - 3.10 The Fire Chief shall have all authority necessary to ban the starting and maintaining of all Fires including all Recreational Fires and including all fireworks in the Municipality of Jasper and shall do so upon:
 - 3.10.1 request of competent authorities in the Province of Alberta; or
 - 3.10.2 upon request of the Superintendent of Jasper National Park of Canada.
 - 3.11 The Fire Chief may, at any reasonable time, enter any building, structure or land in the Municipality of Jasper for the purpose of carrying out a fire prevention inspection on that land.
 - 3.12 The Fire Chief may order that any alterations, renovations or repairs that are necessary to prevent fire be made to any building, structure or place in the Municipality of Jasper.
- 4. APPOINTMENT, POWERS AND RESPONSIBILITIES OF MEMBERS**
- ~~4.1 Jasper Volunteer Fire Brigade members shall be Members of the Jasper Fire Department.~~
 - ~~4.2 The CAO shall enter into an agreement with the Jasper Volunteer Fire Brigade for the provision of firefighting personnel.~~
 - 4.3 Jasper Volunteer Fire Brigade **The Volunteer** members shall be appointed in accordance with **the following**:
 - 4.3.1 the Jasper ~~Volunteer Fire Brigade~~ Department hiring policies, ~~which policies shall be approved by the CAO, and~~
 - 4.3.2 the Jasper Fire Department **Volunteer Firefighter Recruitment Package** ~~Operations Manual~~.
 - 4.4 **Members** shall, during a Fire or an Incident, report to and be responsible to, the Fire Chief **Duty Officer**.
 - 4.5 Each Member shall, subject to the control and authority of the Fire Chief and to the provisions of this Bylaw, have the authority and power to:
 - 4.5.1 extinguish or control Fire;
 - 4.5.2 enter onto any **Property to mitigate any Fire or Incident**; ~~for the purpose of extinguishing or controlling Fire;~~
 - 4.5.3 enter into operations to preserve life and Property; and
 - 4.5.4 take reasonable measures to prevent interference with the efforts of persons engaged in the extinguishing of Fires or preventing the spread thereof by regulating the conduct of the public at or in the vicinity of any Fire.

5. APPOINTMENT, POWERS AND RESPONSIBILITIES OF DEPUTY FIRE CHIEF

5.1 The Deputy Fire Chief shall be appointed by the Fire Chief, subject to the direction and control of the and hired by the CAO.

5.2 The Deputy Fire Chief shall report to, and be responsible to, the Fire Chief.

5.3 Subject to the direction and control of the Fire Chief and to the provisions of this Bylaw, the Deputy Fire Chief shall have the authority and power to:

5.3.1 undertake any and all actions within the powers and authorities of Members;

5.3.2 undertake any and all actions within the powers and authorities of the Fire Chief when duly appointed to act temporarily in the place of the Fire Chief or during a Fire or an Incident when the Fire Chief is absent or incapacitated; and

5.3.3 undertake such action or actions as fall within the powers and authorities of the Fire Chief when so directed by the Fire Chief.

6. FIRE PROTECTION AND INCIDENT CHARGES

6.1 Upon providing Fire Protection or other services within or outside the Municipality's boundaries, the Municipality may in its absolute discretion levy:

6.1.1 a Fire Protection Charge to the owner or occupant of a Property in respect of which Fire Protection services have been provided;

6.1.2 a Fire Protection Charge to a Person causing or contributing to the Fire with respect to which Fire Protection services have been provided;

6.1.3 an Incident Charge to the owner or occupant of a Property with respect to which the Fire Department has responded to an Incident; or

6.1.4 an Incident Charge to a Person causing or contributing to the Incident with respect to which the Fire Department has responded.

6.2 The schedule of fees for Fire Protection Charges and Incident Charges shall be as set out in Schedule "A".

6.3 A Fire Protection Charge and an Incident Charge shall be paid within sixty (60) days of being levied.

6.4 Collection of unpaid Fire Protection Charges and unpaid Incident Charges may be undertaken by civil action in a court of competent jurisdiction, and any civil action does not invalidate any lien which the Municipality is entitled to on the Property in respect of which the indebtedness was incurred, and failing payment such unpaid Fire Protection Charges and Incident Charges shall be a municipal account due and payable by the owner of a Property or the lessee of a land parcel with respect to which such Fire Protection Charges and Incident Charges were incurred, and shall be recovered in the same manner as other municipal fees and taxes.

6.5 The owner of a Property or the lessee of a land parcel to which Fire Protection is provided is liable for Fire Protection Charges incurred, and the Municipality may add to the tax roll of a parcel of land all unpaid Fire Protection Charges and Incident Charges.

6.6 Notwithstanding Section 6.5 herein, Council may establish by policy exemptions from Fire Protection Charges and Incident Charges.

6.7 The owner of a property is liable for Security Charges from the time that an Incident is completed until he takes control of the Property from the Fire Department and the cost thereof shall be paid to the Municipality, and failing payment such cost shall be a municipal account due and payable by the owner of the property with respect to which such Security Charges were incurred, and shall be recovered in the same manner as other municipal fees and taxes.

7. PERMITS

7.1 No Person may ignite in the Municipality of Jasper or allow to be ignited in the Municipality of Jasper an Outdoor Fire unless that Person is in possession of a valid Fire Permit as described herein.

7.2 The Fire Chief may, on approval of the CAO, issue a permit to allow an Outdoor Fire within the Town of Jasper as long as the fire is in an approved receptacle and only burnable debris is used.

7.3 No Person may ignite or discharge Fireworks within the Municipality of Jasper or allow Fireworks to be ignited or discharged within the Municipality of Jasper unless that Person is in possession of a valid Fireworks Permit as described herein.

7.4 The Fire Chief may, with approval of the CAO and with approval of the Superintendent of Jasper National Park of Canada, issue a permit to allow the discharge of Fireworks within the Municipality of Jasper, and may attach to that permit such conditions as are necessary for the safe discharge of Fireworks and such conditions as are necessary to specify the time, location and duration of the Fireworks discharge.

8. NOTICE

- 8.1 Any notice provided for in this Bylaw shall be in writing.
- 8.2 Service of any notice provided for in this Bylaw shall be made as follows:
- 8.2.1 personally upon the Person to be served; or
 - 8.2.2 by mailing the copy to the Person to be served by double registered mail or certified mail to the last known post office address of the Person to be served, and service shall be deemed to be effected at the time the copy is delivered by an official of the post office to the Person to be served or to any Person receiving it on his behalf;
 - 8.2.3 where the Property is not occupied, by mailing the notice by double registered mail or certified mail to the mailing address noted on the Municipality's tax roll for that Property, and service shall be deemed to be effected at the time the copy is delivered by an official of the post office to the Person to be served or to any Person receiving it on his behalf; or
 - 8.2.4 as directed by the Court.

9. APPEAL

- 9.1 A Person who considers himself aggrieved by a written order given pursuant to this Bylaw may appeal the direction to the Council, under the terms prescribed by the *Municipal Government Act*.

10. INTERFERENCE WITH DUTIES

- 10.1 No Person shall obstruct the CAO or any person authorized by the CAO to inspect Property or to perform any work necessary to remedy a condition, from performing their duties under this Bylaw.

11. OFFENCES

- 11.1 No Person shall:
- 11.1.1 impede, obstruct or hinder the Fire Chief or the Deputy Fire Chief, or a Member of the Fire Department or other person assisting or acting under the direction of the Fire Chief or the Deputy Fire Chief, or the Member in charge at any Fire or Incident;
 - 11.1.2 damage or destroy fire department apparatus or equipment;
 - 11.1.3 at a Fire or an Incident, drive a vehicle over any equipment without permission of the Fire Chief or the Deputy Fire Chief or the Member in charge;
 - 11.1.4 at an Incident, enter the boundaries or limits of an area prescribed in accordance with Section 3.5 herein unless he has been authorized to enter by the Fire Chief or the Deputy Fire Chief or the Member in charge;
 - 11.1.5 obstruct a Member from carrying out any function or activity related in any way to Fire protection-mitigate a Fire or Incident;
 - 11.1.6 falsely represent themselves as a Member or wear or display any Fire Department badge, cap, button, insignia, or other trappings for the purpose of such false representation;
 - 11.1.7 obstruct or otherwise interfere with access roads or streets or other approaches to any fire alarm, fire hydrant, cistern or body of water designated for fire-fighting purposes or other connections provided to a fire main, pipe, stand pipe, sprinkler system, cistern or other body of water designated for fire-fighting purposes;
 - 11.1.8 light any Fire including an Outdoor Fire or Structure Fire unless that Person is the holder of a subsisting Fire Permit unless:
 - i. the Fire is a Recreational Fire;
 - ii. the Fire is a Contained Fire; or
 - iii. the Fire is a Training Fire.
 - 11.1.9 permit an Outdoor Fire or a Structure Fire except when such Fire is allowed under this Bylaw;
 - 11.1.10 fail to report a Fire that is not a Recreational Fire, a Contained Fire or a Fire set by a member for the purpose of training Members;
 - 11.1.11 either directly or indirectly, personally or through an agent, servant, or employee kindle a Fire or allow a Running Open Fire on any land with respect to which he is not the holder of a Lease or a Licence of Occupation, or allow a running Open Fire to pass across the boundaries of said land;
 - 11.1.12 light a Fire without first taking sufficient precautions to ensure that the Fire will be kept under control at all times;

- 11.1.13 light a fire when winds exceed 25 km/hr, gusting or are conducive to creating an Open Fire;
~~weather conditions are conducive to creating a Running Fire;~~
- 11.1.14 fail to take reasonable steps to control a Fire for the purpose of preventing it from becoming an ~~Running~~ Open Fire or from spreading outside the boundaries of his Lease or Licence of Occupation;
- 11.1.15 deposit, discard or leave any burning matter or substance where it might ignite other materials and cause a Fire;
- 11.1.16 conduct any activity that might reasonably be expected to cause a Fire unless that Person exercises reasonable care to prevent the Fire from occurring;
- 11.1.17 knowingly make a false statement in a Fire Permit application;
- 11.1.18 use a Fire to burn anything other than burnable debris, such as:
 - i. manure, food waste, or animal carcasses;
 - ii. material that will result in the production of dense black smoke, including but not limited to insulation from electrical wiring or equipment, asphalt roofing materials, hydrocarbons, plastics or creosoted wood;
 - iii. herbicides, pesticides, or other toxic materials or substances.
- 11.1.19 conduct any activity that involves the use of Fire where smoke from the Fire will impede visibility of the vehicular and pedestrian traffic on any road or street or on any highway as defined in the *Highway Traffic Act*, R.S.A. 1980 c.H-7;
- 11.1.20 light a Fire or burn any material contrary to federal, provincial or municipal legislation or regulations;
- 11.1.21 use a Fire to burn normal waste which results from the operation of a household or commercial business or occupation and which shall include paper, rags, lawn and hedge clippings, packaging materials, and waste from the preparation of food;
- 11.1.22 leave a Fire unattended except when reporting an uncontrolled Fire; or
- 11.1.23 fail to extinguish a Fire when it is no longer required.
- 11.2 No Person shall be in possession of more than 250 litres of fuel or other flammable liquid unless:
 - 11.2.1 the fuel or liquid is stored in the tank of a vehicle and that tank is a component of the fuel system of the vehicle;
 - 11.2.2 the fuel or liquid is stored in a tank that is a component of the heating system of a building;
 - 11.2.3 the fuel or liquid is being carried in a vehicle intended for the transportation of fuel or flammable liquid;
 - 11.2.4 the fuel or liquid is stored in an underground and above ground tank intended for the storage of fuel or flammable liquid; or
 - 11.2.5 the Fire Chief has authorized the possession of and means of storage of such fuel or flammable liquid.
- 11.3 Where Property does not comply with this Bylaw or a Person contravenes this Bylaw, the Municipality may pursue its enforcement alternatives in accordance with any Act, or common law right, including issuance of an order to remedy contraventions, remedying contraventions by the Municipality, adding amounts to the tax roll, and pursuing injunctions pursuant to the *Municipal Government Act* (Alberta).

12. PENALTIES

- 12.1 Any Person who:
 - 12.1.1 violates any provision of this Bylaw;
 - 12.1.2 suffers or permits any act or thing to be done in contravention of or in violation of any provision of this Bylaw;
 - 12.1.3 neglects to do or refrains from doing anything required to be done by the provisions of this Bylaw; or
 - 12.1.4 does any act or thing or omits any act or thing, thus violating any provision of this Bylaw;
- is guilty of an offence under this Bylaw and upon conviction is liable to a fine of not less than \$250.00 and not more than \$2500.00 as specified in Schedule B herein.

13. MISCELLANEOUS

- 13.1 Nothing in this Bylaw shall be construed to give the Fire Department or the Fire Chief control or authority respecting ambulance services.

13.2 Nothing in this Bylaw shall be construed so as to prevent Council from entering into agreements for the provision of Fire Protection services within or outside the boundaries of the Municipality of Jasper.

14. VIOLATION TICKETS

14.1 Violation tickets will be issued in the following fashion and will have force and effect as follows:

14.1.1 A Bylaw Enforcement Officer, a Peace Officer, the Fire Chief and the Deputy Fire Chief are hereby authorized and empowered to issue a Municipal Offence Ticket to any Person where there are reasonable and probable grounds to believe that Person has contravened any provision of this Bylaw.

14.1.2 A Municipal Offence Ticket may be issued to a Person:

- i. personally; or
- ii. by mailing a copy to such Person at his last known post office address.

14.2 Municipal Offence Tickets shall be in a form approved by the CAO and shall state:

- 14.2.1 the name of the Person;
- 14.2.2 the offence;
- 14.2.3 the appropriate penalty for the offence as specified in Schedule “B” herein;
- 14.2.4 that the penalty shall be paid within thirty (30) days of the issuance of the Municipal Offence Ticket; and
- 14.2.5 any other information as may be required by the Municipality.

14.3 Where an offence to this Bylaw continues for more than one day, the Bylaw Enforcement Officer or Peace Officer may issue one Municipal Offence Ticket for each day the offence continues.

14.4 Where a Municipal Offence Ticket is issued pursuant to this Bylaw, the Person to whom the Municipal Offence Ticket is issued may, in lieu of being prosecuted for the offence, pay to the Municipality the penalty specified in the Municipal Offence Ticket.

14.5 Nothing in this Bylaw shall prevent a Bylaw Enforcement Officer or a Peace Officer from immediately issuing a Violation Ticket for the mandatory court appearance of any Person who contravenes any provision of this Bylaw.

14.6 If the penalty specified in the Municipal Offence Ticket is not paid within the prescribed time period, then a Bylaw Enforcement Officer or a Peace Officer may issue a Violation Ticket pursuant to Part II of the Provincial Offences Procedure Act.

15. SEVERANCE

15.1 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.

16. COMING INTO EFFECT

16.1 This Bylaw shall come into effect upon the date of the third reading thereof.

GIVEN FIRST READING THIS DAY OF 2025

GIVEN SECOND READING THIS DAY OF 2025.

GIVEN THIRD AND FINAL READING THIS DAY OF 2025

Mayor

Chief Administrative Officer

SCHEDULE A: Fire Protection Charges

Emergency and Incident Responses:		
	Rescue vehicle and crew	\$615.00 630.00/hr
	Pumper truck and crew	\$615.00 630.00/hr
	Ladder truck and crew	\$615.00 630.00/hr
	Command vehicle and crew	\$182.00 210.00/hr
Alarm Responses	First, Second and Third false-alarm occurrence in any 6-month period	N/C
	Subsequent false-alarm occurrences in any 6-month period	\$200.00
Incident/Scene Security	Crew charge	\$100.00 hr/ per person
	Contractors	Actual Rates
Fire investigation services (on request)		\$100.00 / hr
Fire Inspections		
	Licensing	No Charge
	On Request	\$100.00
	Non-Compliant Re-Inspections	\$200.00
Occupant load calculation and permit (on request)		\$50.00
Fireworks discharge permit		\$10.00
File search and letter response (on request)		\$100.00
Fire Training Services	safety seminar	\$100.00/hr 25.00
Plus GST		

SCHEDULE B: Specified Penalties

Section	Offence	
11.1.1	impede, obstruct or hinder the Fire Chief or the Deputy Fire Chief, or a Member of the Fire Department or other person assisting or acting under the direction of the Fire Chief or the Deputy Fire Chief, or the Member in charge at any Fire or Incident.	\$2,500
11.1.2	damage or destroy Fire Department Apparatus or Equipment.	\$2,500
11.1.3	at a Fire or an Incident, drive a vehicle over any Apparatus or Equipment without permission of the Fire Chief or the Deputy Fire Chief or the Member in charge.	\$2,500
11.1.4	at an Incident, enter the boundaries or limits of an area prescribed in accordance with Section 3.5 herein unless he has been authorised to enter by the Fire Chief or the Deputy Fire Chief or the Member in charge.	
	First offence	\$500
	Second offence within one (1) calendar year of any previous offence	\$1,000
	Third or subsequent offence within one (1) calendar year of any previous offence	\$2,500
11.1.5	obstruct a Member from carrying out any function or activity related in any way to Fire protection.	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500.00
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000
11.1.6	falsely represent themselves as a Member or wear or display any Fire Department badge, cap, button, insignia, or other trappings for the purpose of such false representation.	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000
11.1.7	obstruct or otherwise interfere with access roads or streets or other approaches to any fire alarm, fire hydrant, cistern or body of water designated for fire-fighting purposes or other connections provided to a fire main, pipe, stand pipe, sprinkler system, cistern or other body of water designated for fire fighting purposes.	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000
11.1.8	light any Fire including an Outdoor Fire or Structure Fire unless that Person is the holder of a subsisting Fire Permit.	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500
	Third or subsequent offence within one	

	(1) calendar year of any previous offence	\$1,000
11.1.9	permit an Outdoor Fire or a Structure Fire except when such Fire is allowed under this Bylaw.	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000
11.1.10	fail to report a Fire that is not a Recreational Fire, a Contained Fire or a Fire set by a member for the purpose of training Members.	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000
11.1.11	either directly or indirectly, personally or through an agent, servant, or employee kindle a Fire or allow a Running Open Fire on any land in respect of which he is not the holder of a Lease or a Licence of Occupation, or allow a Running Open Fire to pass across the boundaries of said land.	
	First offence	\$500
	Second offence within one (1) calendar year of any previous offence	\$1,000
	Third or subsequent offence within one (1) calendar year of any previous offence	\$2,500
11.1.12	light a Fire without first taking sufficient precautions to ensure that the Fire will be kept under control at all times.	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000
11.1.13	light a fire when weather conditions are conducive to creating a Running Open Fire.	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000
11.1.14	fail to take reasonable steps to control a Fire for the purpose of preventing it from becoming a Running Open Fire or from spreading outside the boundaries of his Lease or Licence of Occupation.	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000
11.1.15	deposit, discard or leave any burning matter or substance where it might ignite other materials and cause a Fire.	

	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000
11.1.16	conduct any activity that might reasonably be expected to cause a Fire unless that Person exercises reasonable care to prevent the Fire from occurring.	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000
11.1.17	knowingly make a false statement in a Fire Permit application.	
	First offence	\$500
	Second offence within one (1) calendar year of any previous offence	\$1,000
	Third or subsequent offence within one (1) calendar year of any previous offence	\$2,500
11.1.18	use a Fire to burn prohibited substances.	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500.
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000
11.1.19	conduct any activity that involves the use of Fire where smoke from the Fire will impede visibility of the vehicular and pedestrian traffic on any road or street or on any highway as defined in the <i>Traffic Safety Act, R.S.A. 2000</i> .	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000
11.1.20	light a Fire or burn any material contrary to federal, provincial or municipal legislation or regulations.	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000
11.1.21	use a Fire to burn normal waste which results from the operation of a household or commercial business or occupation.	
	First offence	\$250
	Second offence within one (1) calendar year of any previous offence	\$500
	Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000

11.1.22 leave a Fire unattended except when reporting an uncontrolled Fire.

First offence	\$250
Second offence within one (1) calendar year of any previous offence	\$500
Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000

11.1.23 fail to extinguish a Fire when it is no longer required.

First offence	\$250
Second offence within one (1) calendar year of any previous offence	\$500
Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000

11.2 Possess more than 250 litres of fuel or other flammable liquid in contravention of this Bylaw.

First offence	\$500
Second offence within one (1) calendar year of any previous offence	\$1,000
Third or subsequent offence within one (1) calendar year of any previous offence	\$2,500

11.3 Any other offence in contravention of this Bylaw.

First offence	\$250
Second offence within one (1) calendar year of any previous offence	\$500
Third or subsequent offence within one (1) calendar year of any previous offence	\$1,000

AGENDA ITEM 7.8

REQUEST FOR DECISION

Subject: 2025 Municipal Election
From: Bill Given, Chief Administrative Officer
Prepared by: Emma Acorn, Legislative Services Coordinator
Reviewed by: Christine Nadon, Director of Protective & Legislative Services
Date – Discussion: May 13, 2025
Date – Decision: May 20, 2025



Recommendations:

- That Committee recommend Council provide for Special Ballots for the 2025 municipal election pursuant to the *Local Authorities Election Act*.
 - Applications for Special Ballots may be made to the Returning Officer in writing; by telephone; in person; or by email.
 - Applications for Special Ballots must be submitted between September 1, 2025 and October 10, 2025.
 - The Special Ballot sealed outer envelope must be forwarded so that it reaches the Returning Officer not later than October 17, 2025.
- That Committee recommend Council provide for holding an Advance Vote for the 2025 municipal election, pursuant to the *Local Authorities Election Act*.
- That Committee recommend Council authorize the Returning Officer to designate the location of one or more institutional voting stations for the 2025 municipal election, pursuant to the *Local Authorities Election Act*.
- That Committee recommend Council give first and second reading to the Rotation of Ballots Bylaw 2025.

Administration is requesting separate motions for the three items above. The sub-bullets for the special ballot process (application methods and specified deadlines) are intended to form one detailed motion.

Background:

In preparation for the upcoming municipal election, the aforementioned items require Council decisions in order to be implemented as part of the 2025 electoral process. The proposals included in this report are reflective of past practices in the Municipality of Jasper, supported by the Returning Officer, and subject to the provisions of the *Local Authorities Election Act* (LAEA).

Special Ballots

An elector whose name is contained in the permanent electors register and who is unable to vote at an advance vote or at the voting station on election day may apply to vote by special ballot. (LAEA s. 77.1(1))

Council must pass a resolution to allow for special ballots, including the application methods (s. 77.1(2)). The

Returning Officer is also requesting the establishment of a specific timeframe for applications for special ballots and setting a deadline to allow sufficient time for the ballots to be returned and accounted for prior to election day (s. 77.1(2.1)). Special ballots issued prior to Nomination Day (September 22) would be blank, to be completed by eligible electors once the candidates list is final and made public.

Advance Vote

A Council resolution is required to authorize an advance vote (LAEA s. 73(2)). The Returning Officer is responsible for setting the days and hours when the advance vote is to be held.

Institutional Vote

A Council resolution is required to either designate institutional voting stations, or authorize the Returning Officer to designate institutional voting stations. This provision allows an elector who is confined to a treatment centre in the local jurisdiction, or is a resident in a supportive living facility in the local jurisdiction, to vote at an institutional voting station (LAEA s. 80).

Rotation of names on ballots

Council can pass a bylaw, no less than two months before an election, which provides for the rotation of candidates' names on ballots, in a format prescribed under the LAEA. Without a Council resolution, candidates' names shall be arranged alphabetically in order of the surnames (LAEA s. 43).

Financial:

The Legislative Services department holds an operating budget of \$22,000 to conduct the 2025 municipal election. These funds are intended to cover expenses related to hiring election workers, wages, training, supplies, printing and advertising. All of the initiatives outlined above are expected to be conducted within this budget allocation.

Communications:

- Most elections items have legislated advertising requirements under the LAEA, which must be followed.

Relevant Legislation:

- [Local Authorities Election Act \(RSA 2000, cL-21\)](#)
- [Rotation of Ballots Bylaw 2021](#)

Attachments:

- Draft Rotation of Ballots Bylaw

MUNICIPALITY OF JASPER
Bylaw #XXX

BEING A BYLAW OF THE MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA TO
PROVIDE FOR THE PRINTING OF BALLOTS IN LOTS FOR THE 2025 MUNICIPAL ELECTION.

PURPOSE

WHEREAS a general municipal election will be conducted in Jasper during the year 2025; and

WHEREAS the *Municipal Government Act*, RSA 2000, cM-26 as amended provides for Council to pass bylaws for municipal purposes; and

WHEREAS pursuant to the provisions of the *Local Authorities Election Act*, RSA 2000, cL-21 as amended, it is necessary that a municipal bylaw be passed not less than two months before an election to allow for the printing of ballots in lots providing for the rotation of the names of candidates;

NOW THEREFORE, COUNCIL OF THE SPECIALIZED MUNICIPALITY OF JASPER IN THE
PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS:

1. Citation

- 1.1 This bylaw may be cited as the "Jasper Rotation of Ballots Bylaw 2025."
- 1.2 The Municipality of Jasper Bylaw #237, the "Jasper Rotation of Ballots Bylaw 2021" is hereby repealed.

2. Definitions

- 2.1 In this bylaw:
 - 2.1.1 "Council" shall mean the Council of the Municipality of Jasper;
 - 2.1.2 "Returning Officer" shall mean the person duly appointed to that position by Council for the 2025 municipal election.

3. Printing of Ballots

- 3.1 Council hereby directs the Returning Officer to ensure that ballots to be used during the 2025 municipal election shall be printed as follows:
 - 3.1.1 each ballot shall contain the name of each candidate;
 - 3.1.2 the names of the candidates on each ballot shall be arranged alphabetically in order of the surnames and, if two or more candidates have the same surname, the names of those candidates shall be arranged alphabetically in the order of their given names;
 - 3.1.3 ballots shall be printed in as many lots as there are candidates for the office;
 - 3.1.4 in the first lot the names of the candidates shall appear in alphabetical order;
 - 3.1.5 in the second lot the names shall appear in the same order, except that the first name in the first lot shall be placed last;
 - 3.1.6 in each succeeding lot, the order shall be the same as that of the preceding lot, except that the first name in the preceding lot shall be placed last; and
 - 3.1.7 tablets of ballots to be used at each voting station shall be made up by combining ballots from the different lots in regular rotations so that no two consecutive electors may receive ballot papers from the same lot, and so that each candidate's name shall appear first and in each other position substantially the same number of times on the ballot used.

4. Severance

- 4.1 If any section of the bylaw is found to be invalid, it shall be severed from the remainder of the bylaw and shall not invalidate the whole bylaw.

Coming into Force

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

READ a first time this day of 2025.

READ a second time this day of 2025.

READ a third time and finally passed this day of 2025.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

MOTION ACTION LIST

SHORT TITLE	REQUESTED (DATE)	RESPONSIBLE (WHO)	COUNCIL MOTION (DESCRIPTION)	TARGET (DATE)	STATUS
Jasper Skatepark Committee	March 19, 2024	CAO and Director of Finance & Administration	That Council authorize, in principle, interim financing to the Jasper Skatepark Committee, not to exceed \$150,000, with loan details to be presented to Council following completion of the Skatepark construction.	May 2025	Recommended to be deferred to August 2025
Moving Traffic Enforcement	July 9, 2024	Director of Protective & Legislative Services	That Committee direct Administration to return to a future Committee of the Whole meeting with additional information on moving traffic enforcement, including the proposed scope of work and an outline of anticipated equipment requirements.	May 2025	
Climate Change Adaptation Plan	August 27, 2024	CAO and Director of Urban Design & Standards	That Council direct Administration to proceed with developing a five-year Climate Change Adaptation Action Plan with internal resources and present the plan at a future Committee of the Whole Meeting in spring 2025.	June 2025	
Parcel CH Access Road & Spruce Avenue Development Tender Award	September 17, 2024	CAO	That Council direct Administration to initiate a Local Improvement Bylaw process to recover the servicing costs the Parcel CH Access Road from benefitting adjacent parcels.	June 2025	Recommended to be deferred to July 2025
Transit Bus RFP	November 19, 2024	CAO	That Council direct Administration to reissue an RFP in spring of 2025 for the procurement of electric buses and/or any other viable zero emission options.	June 2025	Recommended to be deferred to December 2025
Utility Rate Model	January 21, 2025	CAO and Director of Finance & Administration	That Council direct Administration to host a workshop to review the utility rate model with interested stakeholders.	June 2025	

Municipality of Jasper

In-Town Contractor Camps, Interim Residences & Laydown Requests	January 28, 2025	CAO and Director of Urban Design and Standards	That Committee direct Administration to return with legislative changes as required to implement the changes.	May 2025	
Wildfire Recovery Strategic Priorities	February 11, 2025	Director of Recovery	That Committee direct Administration to seek feedback on the draft Recovery Strategic Priorities from the Recovery Advisory Committee and return to a future Committee of the Whole meeting.	May 2025	
Recovery Advisory Committee Recommendations	March 11, 2025	Director of Recovery	That Committee direct Administration gather input on the triparty Jasper Recovery Plan from the Recovery Advisory Committee and return to a future meeting.	May 2025	Recommended to be deferred to July 2025
Grande Yellowhead Public School Division Joint Agreement	March 18, 2025	Director of Community Development	That Council direct Administration to bring an update to a future meeting on a joint agreement with the Grande Yellowhead Public School Division.	June 2025	
Advocacy at FCM	March 25, 2025	CAO	That Committee direct Administration to prepare a report regarding the status and implications of CN Rail's decision to move operations from Jasper and bring it to a future meeting prior to mid-May.	May 2025	
Rockaboo Climbing Facility	March 25, 2025	Director of Recovery	That Committee direct Administration to return to Council with recommendations for an appropriate fee structure to enable the year-round operation of the Rockaboo climbing facility for a potential three year term, and prior to returning the Municipality of Jasper will require clarity on the summer usage of the space, potential space rental fees, input from Parks Canada as the development authority responsible for commercial development in Jasper, and resident and industry feedback into the impact of the attraction on the downtown landscape in the winter months.	May 2025	

Municipality of Jasper

2025 Capital and Operating Budgets	April 1, 2025	CAO and Director of Recovery	That Council direct Administration to obtain the information from the provincial government regarding the implications of reopening our capital and operating budgets.	April 2025	
Fire Bylaw & Communications	April 8, 2025	Director of Protective & Legislative Services	That Committee direct Administration to return to a future Committee of the Whole meeting with a report regarding the Fire Bylaw and communications for the upcoming season.	May 2025	
Jasper Artists Guild Lease	April 22, 2025	CAO	That Committee refer the correspondence from the Jasper Artists Guild to Administration for a report back at a future Committee of the Whole meeting.	July 2025	Recommended to be deferred to November 2025