

MUNICIPALITY OF JASPER
BYLAW #058

BEING A BYLAW OF THE MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA TO ASSIST OWNERS OF CERTAIN PROPERTIES IN THE TOWN OF JASPER WITH FINANCING THE COST OF INSTALLING NEW GAS, ELECTRICAL, TELEPHONE, TELEVISION CABLE, WATER AND SEWER SERVICES.

WHEREAS the Municipality of Jasper has undertaken the installation of new water and sewer utility lines and related equipment to service residential lots in Block 42, 43 and 44, and portions of Block 45 in the Town of Jasper;

AND WHEREAS property owners in the affected area will be required to connect to the new services at their cost;

AND WHEREAS certain of those property owners may experience financial stresses as a result of the cost of installing new services to their properties;

AND WHEREAS the *Municipal Government Act* (Alberta), R.S.A. 2000, Chapter M-26 empowers Municipal Council to "...provide services, facilities or other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality";

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 R4 Lot Servicing Bylaw".

2. DEFINITIONS

2.1 In this Bylaw:

2.1.1 "*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 in respect of lots or land parcels held by Canadian National Railway, and shall mean Jasper National Park of Canada in respect of lots or land parcels held by the Crown;

2.1.2 "*Municipal Manager*" shall mean the Municipal Manager of the Municipality of Jasper and includes any person authorized to act for or in the name of the Municipal Manager;

2.1.3 "*Municipality of Jasper*" and "*Municipality*" shall mean the Municipality of Jasper in Jasper National Park of Canada as described in the Agreement for the Establishment of Local Government in Jasper, June 13th, 2001;

2.1.4 “*Services*” and “*Servicing*” shall mean the installation, and the materials and equipment associated with such installation, to the extent such installation, materials and equipment are on the property of a Leaseholder, of connections from:

2.1.4.1. the Municipal water and sewer system;

2.1.4.2. ATCO Gas;

2.1.4.3. ATCO Electric;

2.1.4.4. TELUS telephone; and

2.1.4.5. Shaw television cable;

2.1.5 “*Town*” and “*Town of Jasper*” shall mean the Town of Jasper as defined in the Agreement for the Establishment of Local Government in Jasper dated June 13th, 2001;

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

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

3. LOT SERVICING

3.1 Council hereby authorizes the Municipal Manager to install Services to those lots in the Town of Jasper listed in Schedule “A” herein.

3.2 The Municipal Manager shall obtain written authorization from each Leaseholder on whose lot Services are to be installed.

4. FINANCIAL RESPONSIBILITY

4.1 Council hereby authorizes the Municipal Manager to recover the cost of Servicing:

4.1.1 on each property listed in Schedule “A” herein and in respect of which the Municipal Manager has received from the Leaseholder written authorization for the installation of Services;

4.1.2 in an amount equal to the total cost of installation of the Services on each lot Serviced as illustrated to the Municipal Manager by each Leaseholder’s provision of invoices acceptable to the Municipal Manager for the installation of such Services or, in respect of any lot Serviced by the Municipal Manager in an amount equal to the cost of installation of such Services;

4.1.3 subject to an annual rate of interest of 4% (FOUR PER CENT); and

- 4.1.4 in 10 (TEN) equal annual instalments for a period of 10 (TEN) years beginning January 1st, 2005.
- 4.2 Nothing in this Bylaw shall prevent a Leaseholder from undertaking some portion of the installation of Services using his own labour and materials except that the cost of such portions of the Servicing shall not be eligible for inclusion on an invoice submitted to the Municipal Manager pursuant to Section 4.1.2 herein.
- 4.3 Subject to the provisions of Section 5 herein, every Leaseholder who has provided the Municipal Manager with written authorization for the installation of Services, on whose leasehold such Services have been installed, and who has provided the Municipal Manager with invoices pursuant to Section 4.1.2 herein, shall:
- 4.3.1 pay in full the amount calculated pursuant to Section 4.1 herein, without interest, on or before December 31, 2004; or
- 4.3.2 pay for 10 (TEN) years an annual amount equal to 1/10 (ONE TENTH) of the amount calculated pursuant to Section 4.1 herein, including applicable interest as described therein, terms and conditions of payment in each of those years to be the same as terms and conditions of payment of Municipal taxes in each of those years; or
- 4.3.3 after paying for one or more years the amount calculated pursuant to Section 4.3.2 herein, and on or before the due date for the next payment pay the entire amount remaining with applicable interest and calculated to the date of payment by the Municipal Manager.
- 4.4 The Municipal Manager shall, when in receipt of payments pursuant to Section 4.3 herein, issue a receipt to the Leaseholder in respect of whose property the payment was received.
- 4.5 Fees, payments and charges due and payable in connection with this Bylaw shall be due and payable upon invoicing and, in the case of overdue charges, collectible in the same manner as municipal taxes or by court action.
- 5. PROPERTY SALE OR ASSIGNMENT**
- 5.1 All unpaid Servicing amounts respecting a particular property, and interest charges applied to those amounts, shall be due and payable to the Municipality of Jasper upon the sale or assignment of such property.
- 6. NOTICE**
- 6.1 Any notice provided for in this Bylaw shall be in writing.

7. SEVERANCE

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

8. COMING INTO EFFECT

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

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

GIVEN FIRST READING THIS 7th DAY OF SEPTEMBER A.D., 2004

GIVEN SECOND READING THIS 7th DAY OF SEPTEMBER A.D., 2004

GIVEN THIRD AND FINAL READING THIS 21st DAY OF SEPTEMBER A.D., 2004

MAYOR

MUNICIPAL MANAGER

SCHEDULE A
(1 of 2)

Block 42	Lots	1
		2
		3
		24
		25
		26
		27
		28
		30
		32
		34
		36
		38
		52
		53
		54
		55
56		
57		
59		
Block 43	Lots	4
		5
		6
		7
		8
		9
		10
		11
		12
		13
		14
		29
		31
		33
		35
		37
		39
40		
41		
42		
43		
45		

SCHEDULE A

(2 of 2)

Block 44	Lots	16
		17
		18
		19
		20
		21
		22
		23
		91
		90
		88
		86
		84
		82
		80
		78
		77
		76
		75
		73
		72
		70
		68
		66
		64
		62
		60
		44
		46
		47
		48
		49
		50
		51
Block 45	Lots	61
		63
		65
		66

**69
71
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81
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89**