

MUNICIPALITY OF JASPER  
**REGULAR COUNCIL MEETING AGENDA**  
February 7, 2023 | 1:30 pm  
Jasper Library & Cultural Centre – Quorum Room  
[Municipality of Jasper Strategic Priorities 2022-2026](#)



**Notice:** Council members and staff are at the Jasper Library and Cultural Centre. Members of the public can attend meetings in person; view meetings through the Zoom livestream; or view archived Council meetings on YouTube at any time. To live-stream this meeting starting at 1:30 pm, use this Zoom link: <https://us02web.zoom.us/j/87657457538>

**1 CALL TO ORDER**

**2 APPROVAL OF AGENDA**

2.1 Regular meeting agenda, February 7, 2023 attachment

*Recommendation: That Council approve the agenda for the regular meeting of February 7, 2023 as presented.*

**3 APPROVAL OF MINUTES**

3.1 Regular meeting minutes, January 17, 2023 attachment

*Recommendation: That Council approve the minutes of the January 17, 2023 Regular Council meeting as presented.*

3.2 Committee of the Whole meeting minutes, January 24, 2023 attachment

*Recommendation: That Council approve the minutes of the January 24, 2023 Committee of the Whole meeting as presented.*

**4 CORRESPONDENCE**

4.1 RCMP Quarterly Report attachment

*Recommendation: That Council receive the RCMP Quarterly Report for information.*

**5 DELEGATIONS**

5.1 West Central Airshed Society attachment

*Recommendation: That Council receive the presentation by the West Central Airshed Society for information.*

**6 NEW BUSINESS**

6.1 Jasper RCMP Musical Ride 2023 Proposal Response attachment

*Recommendation: That Council approve hosting the RCMP Musical Ride in Jasper June 19, 2023 and direct administration to provide support to the Jasper Park Chamber of Commerce as described in the attached partnership proposal, as per policy F-104.*

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6.2 Supplementary Assessment of Improvements and Supplementary Tax Bylaws attachment

*Recommendation: That Council read for the third time, Bylaw #249, being a bylaw of the Specialized Municipality of Jasper in the province of Alberta to authorize the supplementary assessment of improvements for the taxation year 2023.*

*That Council read for the third time, Bylaw #250, being a bylaw of the Specialized Municipality of Jasper in the province of Alberta to authorize the imposition of a supplementary tax for the taxation year 2023.*

6.3 Utilities Fees Levy and Collection Bylaw 2023 attachment

*Recommendation: That Council read for the third time, Bylaw #251, being a bylaw of the Specialized Municipality of Jasper in the province of Alberta to provide for the levying and collection of fees for the provision of water, sewer, solid waste and recycling services in 2023.*

6.4 2022 Debenture Payment to Reserve Transfers

*Recommendation: That Council approve the following transfers of 2022 budgeted debenture expense funds to reserves as follows:*

- o \$297,766 to the Utility Operating Reserve*
- o \$337,617 to the Financial Stabilization Reserve*

6.5 2022 Property Tax Receivable/Write-Off Request

*Recommendation: That Council direct administration to write off Property Tax receivable for Roll 500000 (Provincial Building) for half of the amount levied in the amount of \$29,161.84.*

**7 NOTICES OF MOTION**

**8 COUNCILLOR REPORTS**

[8.1 Council's appointments to boards and committees](#)

**9 UPCOMING EVENTS**

Jasper Park Chamber of Commerce General Meeting – 8:30am, Wednesday, February 15, Zoom  
Coldest Night of the Year Fundraiser/Family Walk – February 25

**10 ADJOURNMENT**

*Recommendation: That, there being no further business, the regular meeting of February 7, 2023 be adjourned at \_\_\_\_\_.*

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

Municipality of Jasper  
**Regular Council Meeting Minutes**  
Tuesday, January 17, 2023 | 1:30 pm  
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 both Zoom livestreaming and in-person attendance.		
Present	Mayor Richard Ireland, Deputy Mayor Scott Wilson, Councillors Kathleen Waxer, Ralph Melnyk, Helen Kelleher-Empey and Wendy Hall		
Absent	Councillor Rico Damota		
Also present	Bill Given, Chief Administrative Officer Natasha Malenchak, Director of Finance & Administration Christopher Read, Director of Community Development John Greathead, Director of Operations Emma Acorn, Legislative Services Coordinator Bob Covey, The Local 1 observer		
Call to order	Mayor Ireland called the January 17, 2023 regular meeting to order at 1:30pm.		
Additions to agenda	CAO Bill Given made a request for a closed session item regarding a legal matter to be added to the agenda. If added there would be the possibility of business arising from the discussion which could also be addressed today.		
#15/23	MOTION by Councillor Waxer – BE IT RESOLVED that Council add the following items to the agenda: <ul style="list-style-type: none"><li>5.1 Legal matter FOIP, S.17</li><li>6.8 Business arising from added closed session item</li></ul>		
	FOR 6 Councillors	AGAINST 0 Councillors	CARRIED
Approval of agenda #16/23	MOTION by Councillor Kelleher-Empey – BE IT RESOLVED that Council approve the agenda for the January 17, 2023 regular meeting as amended.		
	FOR 6 Councillors	AGAINST 0 Councillors	CARRIED
Approval of Regular minutes #17/23	MOTION by Councillor Hall – BE IT RESOLVED that Council approve the minutes of the December 20, 2022 Regular Council meeting as presented.		
	FOR 6 Councillors	AGAINST 0 Councillors	CARRIED
Approval of Committee of the Whole minutes #18/23	MOTION by Councillor Wilson – BE IT RESOLVED that Council approve the minutes of the January 10, 2023 Committee of the Whole meeting as presented.		
	FOR 6 Councillors	AGAINST 0 Councillors	CARRIED
Correspondence	none		
Delegations - Closed session #19/23	MOTION by Councillor Waxer to move in to a closed session at 1:35pm to discuss agenda item: <ul style="list-style-type: none"><li>5.1 Legal matter FOIP, S.17</li></ul>		
	FOR 6 Councillors	AGAINST 0 Councillors	CARRIED
	Mr. Given and other staff present also attended the in camera session.		

Revert to open meeting #20/23	MOTION by Councillor Kelleher-Empey that Council revert to open meeting at 2:00pm.			
	FOR 6 Councillors	AGAINST 0 Councillors		CARRIED
Supplementary Assessment of Improvements and Supplementary Tax Bylaws #21/23	MOTION by Councillor Wilson – BE IT RESOLVED that Council read for the first time, Bylaw #249, being a bylaw of the Specialized Municipality of Jasper in the province of Alberta to authorize the supplementary assessment of improvements for the taxation year 2023.			
	FOR 6 Councillors	AGAINST 0 Councillors		CARRIED
#22/23	MOTION by Councillor Kelleher-Empey – BE IT RESOLVED that Council read for the second time, Bylaw #249, being a bylaw of the Specialized Municipality of Jasper in the province of Alberta to authorize the supplementary assessment of improvements for the taxation year 2023.			
	FOR 6 Councillors	AGAINST 0 Councillors		CARRIED
#23/23	MOTION by Councillor Waxer – BE IT RESOLVED that Council read for the first time, Bylaw #250, being a bylaw of the Specialized Municipality of Jasper in the province of Alberta to authorize the imposition of a supplementary tax for the taxation year 2023.			
	FOR 6 Councillors	AGAINST 0 Councillors		CARRIED
#24/23	MOTION by Councillor Melnyk – BE IT RESOLVED that Council read for the second time, Bylaw #250, being a bylaw of the Specialized Municipality of Jasper in the province of Alberta to authorize the imposition of a supplementary tax for the taxation year 2023.			
	FOR 6 Councillors	AGAINST 0 Councillors		CARRIED
Utilities Fees Levy and Collection Bylaw 2023	Mr. Given and Natasha Malenchak, Director of Finance & Administration, reviewed the Utilities Fees Levy and Collection Bylaw and gave a recap of budget discussions held this past fall. Mr. Given suggested a technical wording amendment to address an issue of clarity to sections 3.1 and 4.1. .			
#25/23	MOTION by Councillor Wilson – BE IT RESOLVED that Council read for the first time, Bylaw #251, being a bylaw of the Specialized Municipality of Jasper in the province of Alberta to provide for the levying and collection of fees for the provision of water, sewer, solid waste and recycling services in 2023 with the following amendments: <ul style="list-style-type: none"> <li>3.1 should read “Every leaseholder of a lot or land parcel in the Municipality that is connected to the water system shall pay a water charge(s) as shown in Schedule 1.</li> <li>4.1 should read “Every leaseholder of a lot or land parcel in the Municipality that is connected to both the water and the sewer systems shall pay a sewage charge(s) as shown in Schedule 1. The equivalent combined rate would be the sum of the water rate and the sewage rate.</li> </ul>			
	FOR 6 Councillors	AGAINST 0 Councillors		CARRIED
#26/23	MOTION by Councillor Hall – BE IT RESOLVED that Council read for the second time, Bylaw #251, being a bylaw of the Specialized Municipality of Jasper in the province of Alberta to provide for the levying and collection of fees for the provision of water, sewer, solid waste and recycling services in 2023.			

	FOR 6 Councillors	AGAINST 0 Councillors	CARRIED
Jasper Community Team Society Memorandum of Understanding and Board Appointment #27/23	<p>MOTION by Councillor Waxer – BE IT RESOLVED that Council adopt the attached Memorandum of Understanding (MOU), and;</p> <p>That Council assign a member of Council to attend meetings of the Jasper Community Team Society Board as described in the MOU.</p> <p>FOR 6 Councillors</p> <p>AGAINST 0 Councillors</p> <p>CARRIED</p>		
#28/23	<p>MOTION by Councillor Hall – BE IT RESOLVED that Council appoint Mayor Ireland to the Jasper Community Team Society Board.</p> <p>FOR 6 Councillors</p> <p>AGAINST 0 Councillors</p> <p>CARRIED</p>		
Policy B-017 Community & Economic Development Fund #29/23	<p>MOTION by Councillor Wilson – BE IT RESOLVED that Council adopt the updates to Policy B-017 Community and Economic Development Fund as amended:</p> <ul style="list-style-type: none"> <li>• Remove ‘mainstream’ and ‘marginalized’ from definitions</li> <li>• Add ‘economic’ to Community Health definition</li> </ul> <p>FOR 6 Councillors</p> <p>AGAINST 0 Councillors</p> <p>CARRIED</p>		
Council Human Resources Committee Terms of Reference #30/23	<p>MOTION by Councillor Waxer – BE IT RESOLVED that Council approve the Council Human Resources Committee Terms of Reference as presented.</p> <p>FOR 6 Councillors</p> <p>AGAINST 0 Councillors</p> <p>CARRIED</p>		
Promoting Active Transportation in Jasper Feasibility Study RFP Award #31/23	<p>MOTION by Councillor Hall – BE IT RESOLVED that Council award the contract to Associated Engineering in the amount of \$44,988 to complete the Promoting Active Transportation in Jasper Feasibility Study.</p> <p>FOR 6 Councillors</p> <p>AGAINST 0 Councillors</p> <p>CARRIED</p>		
Business arising from added closed session item #32/23	<p>Mr. Given presented recommendations and alternatives regarding the Electric Distribution System Franchise Agreement between ATCO Electric Ltd. and Municipality of Jasper. The initial term of the Franchise Agreement was for a 10-year period and included the option to renew for a further 5-year period, subject to ATCO notifying the Municipality of the company’s desire to renew. ATCO wishes to renew and has provided the required notice. The request for decision and past Franchise Agreement will be attached to the minutes of today’s meeting for the public record.</p> <p>MOTION by Councillor Wilson – BE IT RESOLVED that Council authorise the Mayor and Chief Administrative Officer to extend the Electric Distribution System Franchise Agreement between ATCO Electric Ltd. and Municipality of Jasper for a 5-year term effective July 3, 2023.</p> <p>FOR 6 Councillors</p> <p>AGAINST 0 Councillors</p> <p>CARRIED</p>		
Notices of Motion	none		
Councillor Reports	Councillor Kelleher-Empey attended the Rural Renewal Initiative Stream Committee meeting today. Applications for the program can be found on the Jasper Employment & Education Centre website until the deadline of February 3, 2023.		

Councillor Hall attended the School Age Community Conversation last week, as well as the Early Childhood Community Conversation, and shared attendance numbers for attendees and volunteers at the busy Community Dinners.

Councillor Wilson attended the inaugural meeting of Alberta Municipal Climate Leadership Council this past Thursday.

Councillor Melnyk was at the Jasper Yellowhead Museum & Archives meeting last week. He and Mayor Ireland also attended the Jasper Park Chamber of Commerce meeting on January 11th.

Upcoming events      Council received a list of upcoming events for information.

Adjournment  
#33/23      MOTION by Councillor Kelleher-Empey – BE IT RESOLVED that, there being no further business, the regular meeting of January 17, 2023 be adjourned at 3:17pm.

FOR	AGAINST	
6 Councillors	0 Councillors	CARRIED

_____
Mayor
_____
Chief Administrative Officer

DRAFT

## REQUEST FOR DECISION

**Subject:** ATCO Electric Distribution System Franchise Extension  
**From:** Bill Given, Chief Administrative Officer  
**Date:** January 17, 2023



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### Recommendation:

Council authorise the Mayor and Chief Administrative Officer to extend the Electric Distribution System Franchise Agreement between ATCO Electric Ltd. and Municipality of Jasper for a 5-year term effective July 3, 2023.

### Alternatives:

- That Council direct administration serve ATCO with notice of the municipality's desire to not renew the franchise agreement and begin the processes of;
  - Terminating the agreement and;
  - Purchasing the electric distribution system within the Municipality.

### Background:

Under the Alberta Municipal Government Act (the "Act") municipalities have the ability to enter into exclusive agreements with utilities for the provision of services within the corporate boundaries or the municipality. These agreements are called "franchise agreements".

In 2012 Jasper Municipal Council approved the "ATCO Electric Franchise Authorization Bylaw" (Bylaw #158) that authorized the Mayor and Chief Administrative Officer to enter in to a franchise agreement with ATCO for the right to provide distribution services within the town of Jasper. The Municipality formally entered into the franchise agreement with ATCO Electric Ltd. In 2013.

### Discussion:

Franchise agreements must be approved by the Alberta Utilities Commission (AUC).

The initial term of the Franchise Agreement was for a 10-year period and included the option to renew for a further 5-year period, subject to ATCO notifying the Municipality of the company's desire to renew. ATCO wishes to renew and has provided the required notice.

The agreement provides ATCO with the exclusive right to deliver the following within the Municipal Service Area:

- provide Electric Distribution Service;
- Construct, Operate, and Maintain the electric distribution system;
- use designated portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality necessary to provide Electric Distribution Service

In return for these rights, ATCO agrees to pay the municipality a franchise fee (or local access fee) which the

municipality has the right to determine within certain limitations set by the Alberta Utilities Commission.

The franchise agreement is specific to ATCO's work delivering electricity to properties within the municipality (distribution) and this is distinct from the work to bring electricity to the townsites from the provincial grid (transmission). The transmission work of utilities is governed by both the AUC and the Alberta Electrical Systems Operator (AESO) and the municipality has no role or relationship to the utility with respect to transmission.

Under the MGA, a franchise agreement that is not renewed remains in effect until terminated by either party, which requires six months' notice and approval of the Commission. If notice of termination is provided, the municipality has the right to purchase the rights, systems and works of the public utility, with any disagreement as to the terms of the purchase being resolved by the AUC.

While the 2012 Bylaw explicitly provides authorization for the Mayor and CAO to enter into the agreement and approve any subsequent extension, good governance practice suggests that the authorization should be arise from a motion of Council.

**Strategic Relevance:**

- Welcome the expertise, innovation, creativity and commitment of community members, groups, associations and businesses.
- Ensure residents receive quality service that provides strong value for dollar.
- Pursue alternative revenue sources and equitable distribution of costs.

**Inclusion Considerations:**

- The Municipal Inclusion Assessment Tool is not applicable to this recommendation.

**Relevant Legislation:**

- Alberta Municipal Government Act
- ATCO Electric Franchise Authorization Bylaw (#158)

**Financial:**

The municipality does not have the capital required to consider purchasing the distribution system from ATCO. 2023 budget includes an expectation of \$375,000 in electricity franchise fee revenue.

**Attachments:**

- Electric Distribution System Franchise Agreement



Attach to January 17, 2023 meeting minutes

**ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

**BETWEEN**

**Municipality of Jasper**

**- AND -**

**ATCO Electric Ltd.**

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## **ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

THIS AGREEMENT made effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

Municipality of Jasper,  
a Municipal Corporation located in the Province of Alberta  
(the "**Municipality**")

**OF THE FIRST PART**

- and -

ATCO Electric Ltd.,  
a body corporate and public utility with its  
head office in the Edmonton in the Province of Alberta  
(the "**Company**")

**OF THE SECOND PART**

**WHEREAS:**

The Municipality desires to grant and the Company desires to obtain an exclusive franchise to provide Electric Distribution Service within the Municipal Service Area on the terms and conditions herein contained;

**NOW THEREFORE:**

In consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:



## 1) DEFINITIONS AND INTERPRETATION

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement shall have the meanings attributed to them as follows:

- a) **"Commission"** means the Alberta Utilities Commission, as established under the Alberta Utilities Commission Act (Alberta);
- b) **"Company"** means the Party of the second part to this Agreement and includes its successors and assigns;
- c) **"Construct"** means constructing, reconstructing, upgrading, extending, relocating or removing any part of the existing Distribution System or proposed Distribution System;
- d) **"Consumer"** means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Electric Distribution Service by the Company pursuant to the Company's Distribution Tariff;
- e) **"Core Services"** means all those services set forth in Schedule "A";
- f) **"Detailed Street Light Patrol"** means a detailed street light patrol of Company-owned street lights conducted by the Company on a schedule reasonably determined by the Company from time to time, currently a seven to nine year cycle as at the date of this Agreement;
- g) **"Distribution System"** means any facilities owned by the Company which are used to provide Electric Distribution Service within the Municipal Service Area, and, without limiting the generality of the foregoing, shall include street lighting, where applicable, and poles, fixtures, luminaires, guys, hardware, insulators, wires, conductors, cables, ducts, meters, transformers, fences, vaults and connection pedestals, excluding any transmission facilities as defined in the EUA;
- h) **"Distribution Tariff"** means the Distribution Tariff prepared by the Company and approved by the Commission on an interim or final basis, as the case may be;
- i) **"Electric Distribution Service"** means electric distribution service as defined in the EUA;
- j) **"Electronic Format"** means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- k) **"EUA"** means the *Electric Utilities Act* (Alberta);
- l) **"Extra Services"** means those services set forth in Schedule "B" that are requested by the Municipality for itself or on behalf of a Consumer and provided by the Company in accordance with Article 7;
- m) **"First Subsequent Term"** means the Term of this Agreement as set out in Article 3;
- n) **"HEEA"** means the *Hydro and Electric Energy Act* (Alberta);
- o) **"Initial Term"** means the Term of this Agreement as set out in Article 2;



- p) **"Maintain"** means to maintain, keep in good repair or overhaul any part of the Distribution System;
- q) **"Major Work"** means any work to Construct or Maintain the Distribution System that costs more than One Hundred Thousand (\$100,000.00) Dollars;
- r) **"MGA"** means the *Municipal Government Act* (Alberta);
- s) **"Municipal Property"** means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- t) **"Municipal Service Area"** means the geographical area within the legal boundaries of the Municipality as altered from time to time;
- u) **"Municipality"** means the Party of the first part to this Agreement;
- v) **"Operate"** means to operate, interrupt or restore any part of the Distribution System in a safe and reliable manner;
- w) **"Party"** means any party to this Agreement and **"Parties"** means all of the parties to this Agreement;
- x) **"Plans and Specifications"** means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuing any approval that may be required under this Agreement;
- y) **"Second Subsequent Term"** means the Term of this Agreement as set out in Article 3;
- z) **"Term"** means, as the context requires, the Initial Term, First Subsequent Term or the Second Subsequent Term, and **"Terms"** means all of them;
- aa) **"Terms and Conditions"** means the terms and conditions contained within the Distribution Tariff in effect from time to time for the Company as approved by the Commission; and
- bb) **"Work"** means any work to Construct or Maintain the Distribution System.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole, including any attachments hereto, as the same may from time to time be amended or supplemented and not to any subdivision contained in this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders. References to provisions of statutes, rules or regulations shall be deemed to include references to such provisions as amended, modified or re-enacted from time to time. The word "including" when used herein is not intended to be exclusive and in all cases means "including without limitation". References herein to a section, paragraph, clause, Article or provision shall refer to the appropriate Article in this Agreement. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of and shall not be utilized in interpreting this Agreement.

## 2) TERM

This Agreement shall be for an initial term (the "Initial Term") of ten (10) years, commencing on the later of:

- a) First day of July, 2012 or
- b) the first day after both of the following have occurred:
  - i) Commission approval of this Agreement; and
  - ii) the Municipality having passed third reading of the applicable adopting bylaw  
\_\_\_\_\_.

Notwithstanding the commencement of the Initial Term, Franchise Fee and tax provisions set forth in Article 5 and Article 8 shall not take effect before January 1, 2013. The Parties agree that the franchise fee and taxes payable prior to the commencement of the Initial Term shall continue to be paid by the Company up to December 31, 2012.

## 3) EXPIRY AND RENEWAL OF AGREEMENT

Following the expiration of the Initial Term, this Agreement shall be renewed for a further period of five (5) years (the "First Subsequent Term"), provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Initial Term of its intention to renew this Agreement and the Municipality agrees in writing to the renewal not less than six (6) months prior to the expiration of the Initial Term.

- a) During the first (1<sup>st</sup>) year following the expiration of the Initial Term all the rights and obligations of the parties under this Agreement shall continue to be in effect.  
Following the expiration of the First Subsequent Term, the Parties agree that this Agreement may be extended for an additional five (5) year term (the "Second Subsequent Term") commencing at the end of the First Subsequent Term, provided that one of the Parties shall provide notice to the other Party of its wish to extend this Agreement for the Second Subsequent Term and the other Party confirms, no later than one (1) year prior to the end of the First Subsequent Term, that it also wishes to extend the Term of this Agreement for the Second Subsequent Term.
- b) If the Municipality has not provided notice to the Company to exercise its right under Article 10 to require the Company to sell the Distribution System within the Municipal Service Area to the Municipality, either Party may submit any items in dispute pertaining to the entering into of a new agreement to binding arbitration before the Commission who shall determine the terms of the new agreement;
- c) Unless either Party has provided notice to the other Party of its intent to terminate or to extend this Agreement, following any expiration of any Term, the respective rights and obligations of the Parties under this Agreement shall continue to be in effect for a period of one (1) year following the expiration of the applicable Term in order to provide the Parties with a reasonable opportunity to negotiate a subsequent agreement;

- d) Commencing one (1) year following the expiration or termination of any Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph b), this Agreement shall continue to be in effect but shall be amended to provide for the following:
  - i) the franchise fee percentage used to calculate the franchise fee payable by the Company under Article 5 shall be reduced to fifty percent (50%) of the average annual franchise fee percentage used to calculate the franchise fee paid by the Company to the Municipality for the previous five (5) calendar years; and
  - ii) the costs of any relocation requested by the Municipality pursuant to Article 15 shall be paid by the Municipality.

#### **4) GRANT OF FRANCHISE**

- a) Subject to subparagraph b) below, and to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area:
  - i) to provide Electric Distribution Service;
  - ii) to Construct, Operate, and Maintain the electric distribution system, as defined in the EUA, within the Municipal Service Area; and
  - iii) to use designated portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality necessary to provide Electric Distribution Service or to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof.

This grant shall not preclude the Municipality from providing wire services to municipally owned facilities where standalone generation is provided on site or immediately adjacent sites excepting road allowances. Such services are to be provided by the Municipality directly and not by any other third party wire services provider.

Subject to Article 12 of this Agreement, in the event that a third party (including a Rural Electrification Association (REA)) owns, operates or controls any electrical distribution facilities or lighting within the Municipal Service Area at any time during the Term of this Agreement, the Municipality agrees that it will support the Company's efforts, as is reasonable, to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, the Municipality shall otherwise require such third party to sell such facilities to the Company. Where the Municipality supports the Company's efforts to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, otherwise requires a third party to sell its facilities to the Company, the Company shall be responsible for all reasonable fees, costs and disbursements of external legal counsel incurred by the Municipality in expending such good faith efforts.

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**b) The Company agrees to:**

- i) bear the full responsibility of an owner of an electric distribution system within the Municipal Service Area and to ensure all services provided pursuant to this Agreement are provided in accordance with the Distribution Tariff, insofar as applicable;
- ii) Construct, Operate and Maintain the Distribution System within the Municipal Service Area;
- iii) use designated portions of roads, rights-of-way, and other lands including other lands owned, controlled or managed by the Municipality necessary to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and
- iv) use the Municipality's roads, rights-of-way and other Municipal Property granted hereunder solely for the purpose of providing Electric Distribution Service and any other service contemplated by this Agreement.

The Company recognizes the special nature of a Municipality situated in a National Park. The Company recognizes the vision and principals in the Jasper Community Sustainability Plan and commits to support and promote goals pertaining to environmental sustainability as they relate to the Company's operations.

**5) FRANCHISE FEE**

**a) Calculation of Franchise Fee**

In consideration of the provisions of Article 4 and the mutual covenants herein, the Company agrees to pay to the Municipality a franchise fee. For each calendar year, the franchise fee will be calculated as a percentage of the Company's actual revenue in that year from the Distribution Tariff rates charged for Electric Distribution Service within the Municipal Service Area, excluding any amounts refunded or collected pursuant to riders.

For the first (1<sup>st</sup>) calendar year of the Term of this Agreement, the franchise fee percentage shall be six percent (6%).

By no later than September first (1<sup>st</sup>) of each year, the Company shall:

- i) advise the Municipality in writing of the revenues that were derived from the Distribution Tariff within the Municipal Service Area for the prior calendar year (excluding any amounts refunded or collected pursuant to riders); and
- ii) with the Municipality's assistance, provide in writing an estimate of revenues to be derived from the Distribution Tariff (excluding any amounts refunded or collected pursuant to riders) within the Municipal Service Area for the next calendar year.



**b) Adjustment to Franchise Fee**

At the option of the Municipality, the franchise fee percentage may be changed annually by providing written notice to the Company.

If the Municipality wishes to amend the franchise fee percentage so that the amended franchise fee percentage is effective January first (1<sup>st</sup>) of the following calendar year, then the Municipality shall, no later than November first (1<sup>st</sup>) of the immediately preceding year, advise the Company in writing of the franchise fee percentage to be charged for the following calendar year.

If the Municipality provides such notice after November first (1<sup>st</sup>) of the immediately preceding year for a January first (1<sup>st</sup>) implementation, or at any other time with respect to a franchise fee change that will be implemented after January first (1<sup>st</sup>) of the following year, the Company will implement the new franchise fee percentage as soon as reasonably possible.

**c) Franchise Fee Cap**

The municipal franchise fee cap is twenty percent (20%) and shall not at any time exceed twenty percent (20%), unless there has been prior Commission approval and provided that the Municipality has complied with Article 5d) below.

**d) Adjustment to Franchise Fee Cap**

At the option of the Municipality, the franchise fee cap may be changed annually by providing written notice to the Company, subject to Commission approval. If the Municipality wishes to amend the franchise fee cap so that the amended franchise fee cap is effective January first (1<sup>st</sup>) of the following calendar year, then the Municipality shall, no later than November first (1<sup>st</sup>) of the immediately preceding year, advise the Company in writing of the franchise fee cap to be in effect for the following calendar year.

If the Municipality provides such notice after November first (1<sup>st</sup>) of the immediately preceding year for a January first (1<sup>st</sup>) implementation, or at any other time with respect to a franchise fee cap change that will be implemented for January first (1<sup>st</sup>) of the following year, the Company will recognize the new franchise fee cap as soon as reasonably possible, subject to Commission approval.

**e) Payment of Franchise Fee**

The Company shall pay the franchise fee amount, billed to each Consumer, to the Municipality on a monthly basis, within forty-five (45) days after billing each retailer.

**f) Reporting Considerations**

Upon request, the Company shall provide to the Municipality along with payment of the franchise fee amount, the financial information used by the Company to verify the franchise fee amount as calculated under this Article.

**6) CORE SERVICES**

The Company agrees to provide those Core Services to the Municipality as set forth in Schedule "A" and further agrees to the process contained in Schedule "A". The Company and the Municipality may amend Schedule "A" from time to time upon mutual agreement.

**7) PROVISION OF EXTRA SERVICES**

Subject to an agreement being reached on cost and other terms, the Company agrees to provide to the Municipality those Extra Services, if any, as set forth in Schedule "B", as requested by the Municipality from time to time.

The Company is entitled to receive from the Municipality a reasonable amount for the provision of those Extra Services in accordance with Schedule "B". The Company and the Municipality may amend Schedule "B" from time to time upon mutual agreement.

**8) MUNICIPAL TAXES**

Amounts payable to the Municipality pursuant to the terms and conditions hereof shall be in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment, and the Distribution System.

**9) RIGHT TO TERMINATE ON DEFAULT**

In the event either Party breaches any material provision of this Agreement, the other Party may, at its option, provide written notice to the Party in breach to remedy such breach.

If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the Party in breach using best efforts on a commercially reasonable basis to remedy the breach, the Party not in breach may give six (6) months notice in writing to the other Party of its intent to terminate this Agreement, and unless such breach is remedied to the satisfaction of the Party not in breach, acting reasonably, this Agreement shall terminate six (6) months from the date such written notice is given, subject to prior Commission approval.

**10) SALE OF DISTRIBUTION SYSTEM**

Upon the expiration of the Term of this Agreement, or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction, the Municipality may, subject to the approval of the Commission under Section 47 of the MGA, exercise its right to require the Company to sell to it the Distribution System within the Municipal Service Area pursuant to the provisions of the MGA or HEEA, as applicable. If the Parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination.

The Parties acknowledge that the Distribution System may be comprised of component parts that are not transferable by the Company to the Municipality including technologies



that have been licensed by third Parties to the Company, and therefore the Company may not be able to transfer such component parts to the Municipality on any such sale. However, the Company shall acting reasonably assist the Municipality in obtaining the necessary approval or consent to such transfer.

## **11) STREET LIGHTING**

### **a) Investment Option Rate**

The Company agrees to provide and maintain an investment option rate for street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for investment option street lighting. This Commission approved rate includes an allowance for the replacement of street lighting.

The Company will provide Company standard and non-standard street lighting under the investment option rate for street lighting. The Company will maintain an inventory of its standard street lighting as listed in its street lighting catalogue. The Company will use reasonable commercial efforts, based on prudent electrical utility practices, to carry stock of such inventory for a reasonable period of time.

#### **i) In the event that:**

- A.** the Company, in its sole discretion, reasonably exercised, decides to change its classifications of what constitutes standard street lighting in its inventory and such change has relevance to the classes of street lights used by the Municipality, then the Company shall provide one (1) year's prior written notice to the Municipality of its intention to effect such a change and will use its commercially reasonable good faith efforts to determine appropriate alternative sources of such equipment, and arrangements for the associated maintenance, for the Municipality; and
- B.** a change in the classifications of what constitutes standard street lighting in the Company's inventory arises as a result of the actions of any third party and such change has relevance to the classes of street lights used by the Municipality, then forthwith upon becoming aware that such a change is forthcoming, the Company shall provide notice to the Municipality of the forthcoming change and will use its commercially reasonable good faith efforts to determine reasonable alternatives for such equipment, and arrangements for the associated maintenance, for the Municipality.

#### **ii) If:**

- A.** the Municipality requests street lighting that is not part of the standard offering of the Company at the time;
- B.** the Municipality requests street lighting that was previously part of the standard street lighting inventory but, at the time of the applicable request, has ceased to be part of the standard street lighting offering of the Company; or

- C. the Municipality converts nonstandard street lighting that is not part of the standard offering of the Company at the time to investment option rate street lighting under Article 11c) below;

then the Municipality will be required to enter into a non-standard lighting agreement with the Company, which form of agreement is referenced on the Company's website or in the Company's street lighting catalogue. For such non-standard lighting, the Company will not be responsible for paying a credit under Article 1b) of Schedule "C" to the Municipality to the extent that a delay in replacing the burnt out light is outside of the reasonable control of the Company, including any delay resulting from the failure by the Municipality to carry replacement parts for non-standard lighting.

The Company shall not be required to install any non-standard street lighting that does not meet the Company's minimum specifications for street lighting, and such street lighting must be metered and owned, installed and operated by the Municipality.

The time periods and deadlines contained in Schedule "C" shall be extended for investment-rate, non-standard street lighting for the period of time, if any, the Company is waiting for receipt of non-standard equipment, supplies and materials from the Municipality.

**b) No-Investment Option Rate**

The Company and Municipality agree that all new street lighting provided, and any Municipality-requested relocation of any no-investment option rate street lighting, after the date of this Agreement will be provided or relocated, as the case may be, on the basis of the investment option rate. For no-investment option rate street lighting, the Company agrees to maintain street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for no-investment option rate street lighting. This Commission-approved rate does not include an allowance for the replacement of no-investment option rate street lighting.

**c) Conversion of No-Investment Rate to Investment Option Rate**

The Municipality has the option to convert all street lighting on the Company no-investment option street light rate to the Company investment option rate upon providing sixty (60) days written notice to the Company. Where such option is exercised, the Municipality has the right to obtain the Company investment for such street lighting up to the maximum Commission-approved Company investment levels for such street lighting. For the purpose of clarity, any calculation of "Commission-approved Company investment level" for street lighting in this Agreement shall be determined at the time of conversion of the applicable street lighting. The investment for street lighting shall be calculated according to the following formula:



$$A \times (1 - N/30)$$

Where:

A = the maximum allowable Commission-approved Company investment level per street light; and

N = the age of the street light in years.

The Company will invest in all, but, unless otherwise decided by the Company in its sole discretion, not less than all, no-investment option street lighting within the Municipal Service Area that is converted to the investment option rate.

The Company, in consultation with the Municipality, may use the average age of street lights and the average contributions made by the Municipality in calculating refunds.

Once all the street lighting within the Municipal Service Area has been converted to the applicable Company investment option rate, the Company shall provide and maintain such street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for investment street lighting, and as set out in Schedule "C" of this Agreement.

**d) Street Light Rates**

The distribution rates charged by the Company to the Municipality for street lighting shall include only those costs and expenses that pertain to street lighting facilities all at rates approved by the Commission. Other terms and conditions for non-standard street lighting are outlined in the non-standard street lighting agreement between the Company and the Municipality.

**e) Municipality Owned Street Lighting**

Notwithstanding any other provision of this Article, it is understood and agreed that the Municipality shall have the right to own street lighting and to pay the applicable rate, recognizing the Municipality's ownership.

In such cases where the Municipality owns its street lighting, the Municipality agrees that:

- i) it will bear sole and full responsibility for any liability resulting therefrom and for properly operating, servicing, maintaining, insuring and replacing such street lighting in accordance with good and safe electrical operating practices;
- ii) such street lighting is not to form part of the Distribution System and shall be capable of being isolated from the Distribution System; and
- iii) such street lighting will be separately metered, provided that this provision will not necessarily require individual street lights to be separately metered.

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**f) Street Light Inventory**

The Company and the Municipality agree to meet annually to discuss and exchange information relating to street light facilities owned by each Party. The Company shall have the right, but not the obligation, to mark street lighting facilities owned by the Municipality. The form and place of marking used by the Company to mark street light facilities owned by the Municipality shall first be approved in writing by the Municipality, who shall act reasonably in granting or denying such approval.

Within twelve (12) months of any request by the Municipality, the Company shall provide to the Municipality an inventory of all street lighting facilities within the Municipal Service Area detailing those that:

- i) form part of the Distribution System owned by the Company, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise; and
- ii) are a dedicated street light facility, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise.

The inventory shall indicate which street lights are at the investment option rate or the no-investment option rate. Any changes to inventory will be updated on an annual basis. The Company will also conduct a Detailed Street Light Patrol and will update the inventory of street lighting facilities within the Municipality after completion of the patrol.

**g) Detailed Street Light Patrol**

Detailed Street Light Patrols shall include an inspection of each Company-owned street light as well as audit services to verify the quantity, wattage, rate, and ownership of such street lights. Any changes identified during the inspection or audit, in comparison to the then most recently completed previous audit, will be noted and the street light records will be updated after completion of the patrol. It should be noted that a Municipality with multiple street light circuits may not all be audited within the same calendar year, however, all street light circuits will be inspected and audited within the street light patrol cycle. Metered street lights owned by the Municipality will not be part of the Detailed Street Light Patrol and the Municipality is responsible for inspecting its own street lights. Upon request, the Company shall provide to the Municipality a list of the standard street light offerings of the Company at the time of the request.

As of the date of this Agreement, Detailed Street Light Patrols will be conducted by the Company on a seven to nine year cycle. In the event that the Company wishes to change the scheduling of this cycle, no such change in schedule will be effective without:

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- i) the Company having provided the Municipality with prior notice of its intention to effect any such change; and
- ii) the Municipality having a reasonable amount of time to challenge such change before the Commission, if the Municipality wishes to do so.

## **12) INCREASE IN MUNICIPAL BOUNDARIES**

Where the Municipal Service Area is increased through annexation or otherwise by:

- a) 640 acres or more; or
- b) less than 640 acres, but where such annexation or other increase constitutes at least 25% of the then current area;

the Municipality shall have the right to:

- i) purchase the portion of the Distribution System within the increased area provided that the Municipality gives notice in writing to the Company of its intention to purchase within ninety (90) days of the effective date of the increase in area. If the Parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination;
- ii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area, except that, and subject to Commission approval, the Municipality may require the Company to charge the Consumers within the increased area a different franchise fee percentage; or
- iii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or otherwise, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area. In the event that the Municipality increases its area and the result is that a third party (including an REA) owns, operates or controls any existing electrical distribution facilities or lighting within the newly increased area, the Municipality agrees that it will support the Company's efforts to purchase the electrical distribution facilities or, to the extent that it has the authority to do so, otherwise require such third party to sell such facilities to the Company, unless the Municipality otherwise exercises its rights under this Article, however, nothing in this

Article will require the Municipality to take any action which will directly prevent the annexation from being approved.

Where the Municipality increases its area through annexation or otherwise, the Company shall be responsible for all reasonable external legal costs, fees and disbursements incurred by a Municipality in its efforts to have any electrical distribution facilities sold to the Company by any third party owner.

### **13) RIGHT OF FIRST REFUSAL TO PURCHASE**

- a) If during the Term of this Agreement, the Company receives a bona fide arm's length offer to operate, take control of or purchase the Distribution System which the Company is willing to accept, then the Company shall promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality shall during the next ninety (90) days, have the right of first refusal to operate, take control of or purchase the Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.
- b) This right of first refusal only applies where the offer pertains to the Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

### **14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM**

#### **a) Municipal Approval**

Before undertaking any Major Work or in any case in which the Municipality specifically requests any Major Work, the Company will submit to and obtain the approval from the Municipality, or its authorized officers, of the Plans and Specifications for the proposed Major Work and its location. Approval by the Municipality shall not signify approval of the structural design or the ability of the Work to perform the function for which it was intended. The Company agrees that the Municipality may use such Plans and Specifications for any other proper municipal purpose provided that it shall not use such Plans and Specifications for any purpose or in any manner that may reasonably have an adverse effect on the Company without first obtaining the prior written consent of the Company, such consent not to be unreasonably withheld.

In the event that the Municipality uses such Plans and Specifications for any purposes whatsoever other than for the granting of an approval under this Article, the Municipality acknowledges and agrees that the Company shall not be liable for any liability, actions, demands, claims, damages, losses and expenses (including all legal fees, costs and disbursements) whatsoever as a result of the Municipality's use of or reliance upon such Plans and Specifications.



For greater clarity, the Municipality acknowledges that the Company does not represent, warrant or guarantee the accuracy of the Plans and Specifications provided to the Municipality under this Article for any purpose other than enabling the Municipality to conduct its approval process in accordance with this Article. Prior to commencing any Work, the Company shall obtain such other permits as are required by the Municipality.

The Company shall obtain approval from the Municipality for any traffic lane or sidewalk closures required to be made at least forty-eight (48) hours prior to the commencement of the proposed Work.

For the purposes of obtaining the approval of the Municipality for Major Work under this Agreement, the Company will provide the Municipality with the Plans and Specifications for the proposed Major Work in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System. Notwithstanding anything to the contrary that may be contained in any approvals granted under this Agreement, as liability and indemnification are dealt with under the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, the Company and the Municipality agree that any approval granted under this Agreement that incorporates an indemnity provision different than the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, shall, to the extent necessary to eliminate such difference, be deemed to be rejected and shall form no part of the agreement between the Company and the Municipality regarding the subject matter of this Agreement unless such approval:

- i) explicitly amends the liability and indemnification provisions of this Agreement, wherein this Agreement is specifically referenced as being superseded; and
- ii) is accepted in writing by both Parties. In addition, for the purpose of clarity, any approval granted under this Agreement shall be subject to the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement.

**b) Restoration of Municipal Property**

The Company agrees that when it or any agent employed by it undertakes any Work on any Municipal Property, the Company shall complete the said Work promptly and in a good and workmanlike manner and, where applicable, in accordance with the approved Plans and Specifications. Further, the Company shall forthwith restore the Municipal Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to

reasonable wear and tear and to the satisfaction of the Municipality acting reasonably. The Company shall, where reasonable and prudent, locate its poles, wires, conduits and cables down, through and along lanes in preference to streets.

The Company further covenants that it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Distribution System along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company shall use commercially reasonable efforts to not interfere with existing Municipal Property. If the Company causes damage to any existing Municipal Property during the performance of any Work, it shall cause such damage to be repaired at its own cost to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear.

Upon default by the Company or its agent to repair damage caused to Municipal Property as set out above, the Municipality may provide written notice to the Company to remedy the default. If the default is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required and requested by the Company using best efforts on a commercially reasonable basis to remedy the default, the Municipality may undertake such repair work and the Company shall be liable for the reasonable costs thereof.

**c) Urgent Repairs and Notification to Municipality**

If any repairs or maintenance required to be made to the Distribution System are of an urgent nature because of safety concerns or because reliability is materially compromised or potentially materially compromised, the Company shall be entitled to conduct such repairs or maintenance as are commercially reasonable, without prior notice to the Municipality, on the understanding and agreement that the Company will provide written or verbal notice to the Municipality as soon as practicable, and in any event no later than seventy-two (72) hours after the repairs are commenced.

For the purposes of providing notice under this Agreement to the Municipality of the Work, the Company will provide the Municipality with the Plans and Specifications for the proposed Work to be completed in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System.

**d) Company to Obtain Approvals from Other Utilities**

The Company shall be solely responsible for locating, or causing to be located, all existing utilities or utility lines on or adjacent to the work site. The Company shall notify all other utility asset operators and ensure that utilities and utility lines are

staked prior to commencement of construction. Unless the Municipality has staked such utility assets and lines, staking shall not be deemed to be a representation or warranty by the Municipality that the utility assets or lines are located as staked. The Municipality shall not be responsible for any damage caused by the Company to any utility assets or any third party as a result of the Company's Work, unless the Municipality has improperly staked the utility assets or lines. Approval must be obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

**e) Revised Plans and Specifications**

Following completion of the Major Work, the Company shall provide the Municipality with the revised Plans and Specifications, updated after construction, in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials) within three (3) months of the request. The Company shall provide the Municipality with copies of any other revised Plans and Specifications as reasonably requested by the Municipality. For the purposes of this paragraph, the Company may satisfy its obligations to provide revised Plans and Specifications in Electronic Format by:

- i) advising the Municipality that the revised Plans and Specifications are posted to a web-based forum that contains such information; and
- ii) allowing the Municipality access to such web-based forum.

**f) Approvals**

Where any approvals are required to be obtained from either Party under this Article, such approvals shall not be unreasonably withheld. Where an approval is requested from a Party under this Article, an approval, or a disapproval along with a reasonable explanation of the disapproval, or, at a minimum, the reasons for the delay shall be communicated to the other Party within ten (10) business days of receipt of the request for an approval.

**15) RESPONSIBILITIES FOR COST OF RELOCATIONS**

- a) Subject to Article 15b), upon receipt of one (1) year's notice from the Municipality, the Company shall, at its own expense, relocate to, on, above or below Municipal Property such part of the Distribution System that is located on Municipal Property as may be required by the Municipality due to planned Municipal construction.
- b) The cost of any relocations referred to in Article 15a) shall be recovered on a specific municipal based rider or any other method approved by the Commission, or if such a rider or other method is not approved by the Commission, the Municipality shall be responsible for such costs. In order to encourage the orderly development of Municipal facilities and the Distribution System, the Municipality and the Company agree that they will meet regularly to:

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- i) review the long-term facility plans of the Municipality and the Company;
- ii) determine the time requirements for final design specifications for each relocation; and
- iii) determine the increased notice period that may be required beyond one (1) year for major relocations.

In cases of emergency, the Company shall take measures that are commercially reasonable and necessary for the public safety with respect to relocating any part of the Distribution System that may be required in the circumstances.

If the Company fails to complete the relocation of the Distribution System in accordance with the preceding paragraph, or fails to repair or do anything else required by the Company pursuant to this clause in a timely and expeditious manner to the satisfaction of the Municipality, acting reasonably, the Municipality, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to, but is not obligated to, seek an order of specific performance to require the Company to complete the work.

In the event the relocation, or any part thereof, requires the approval of the Municipality or a third party, the Municipality will assist the Company in obtaining municipal approvals and the Municipality will use reasonable efforts to assist the Company in any negotiation with such third party to obtain the necessary approval(s).

In the event the relocation results from the demand or order of an authority having jurisdiction, other than the Municipality, the Municipality shall not be responsible for any of the costs of such relocation.

#### **16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE**

At no cost to the Municipality, with the exception of customer contributions, the Company shall, at its sole cost and expense, on a timely basis and pursuant to its Terms and Conditions, use its best efforts on a commercially reasonable basis to meet the Distribution System expansion requests of the Municipality or a Consumer, and provide the requisite facilities for connections for new Consumers to the Distribution System.

For the purposes of this Agreement, and subject to Schedules "B" and "C", it is understood and agreed that the Municipality cannot insist on relocating or upgrading any overhead lines to an underground service, if there is a less expensive or more practical solution. If there is not a less expensive or more practical solution, the Municipality and the Company will meet to negotiate suitable arrangements.

#### **17) JOINT USE OF DISTRIBUTION SYSTEM**

##### **a) Municipal Use**

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the Distribution System by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the Distribution System of the Company for any reasonable municipal purpose (that is not commercial in nature or that could reasonably adversely affect the Company's exclusive franchise, as granted by the Municipality under this Agreement), at no charge by the Company to the Municipality, provided at all times that such use complies with the intended use.

The Municipality is responsible for its own costs, for the costs of removing any signage or repairing any of the facilities of the Company, and any necessary and reasonable costs incurred by the Company, including the costs of any alterations that may be required in using the poles and conduits of the Company.

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the rights of way by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the rights of way of the Municipality, at no charge by the Company to the Municipality, provided at all times that such use of the rights of way complies with the intended use.

The Company agrees to act reasonably and in a timely manner in making its determination above. Where a request is made by a Municipality to the Company under this Article 17a), the confirmation, the inability to provide a confirmation along with a reasonable explanation of the reasons why a confirmation cannot be provided, or the reasons for the delay shall, at a minimum, be communicated to the Municipality within five (5) business days of receipt of the request.

**b) Third Party Use and Notice**

The Company agrees that should any third party, including other utilities, desire to jointly use the Company's poles, conduits or trenches or related parts of the Distribution System, the Company shall not grant the third party joint use except in accordance with this Article, unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees that the following procedure shall be used in granting permission to third parties desiring joint use of the Distribution System:

- i) first, the third party shall be directed to approach the Company to initially request conditional approval from the Company to use that part of the Distribution System it seeks to use;
- ii) second, upon receiving written conditional approval from the Company, the third party shall be directed to approach the Municipality to obtain its written

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approval to jointly use that part of the Distribution System on any Municipal Property or right-of-way; and

- iii) third, upon receiving written conditional approval from the Municipality, the third party shall be directed to obtain final written approval from the Company to jointly use that part of the Distribution System.

Providing the Company has not precluded the Municipality's ability to obtain compensation or has entered restrictive agreements with any third parties using any Municipal Property, the Municipality agrees that the procedure outlined above shall apply only to agreements made after January 1, 2011.

**c) Cooperation**

The Company and the Municipality agree they will use reasonable efforts to cooperate with each other in any negotiations with third parties desiring joint use of any part of the Distribution System located on Municipal Property.

**d) Payment**

The compensation paid or to be paid by such third party to the Municipality for the use of the Municipal Property including its rights-of-way, shall be determined between the Municipality and the third party.

The compensation paid or to be paid by such third party to the Company for the joint use of its poles, conduits or related parts of the Distribution System shall be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the Municipality's right to intervene in any related regulatory proceeding.

**e) Provision of Agreements**

Upon request by the Municipality, the Company shall provide to the Municipality a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Distribution System. The Company shall be entitled to redact:

- i) any confidential or proprietary information of the Company or the third party; and
- ii) such information that it reasonably determines to be of a commercially or competitively sensitive nature, from any such copy provided.

An inventory listing of these agreements shall be updated by the Company and provided to the Municipality upon request and at no cost to the Municipality. The Municipality agrees that the requirement to provide the Municipality with a copy of all agreements between the Company and any third parties involved in the

joint use of any part of the Distribution System outlined above shall apply only to agreements made after January 1, 2001.

The Company acknowledges that it does not have the authority to allow nor to grant to any third party the right to use any right-of-way that the Municipality authorized the Company to-use.

**f) Compensation for Costs**

Subject to Article 17c), in the event that either Party to this Agreement is required by law to appear before any applicable regulatory authority, including the Canadian Radio-television and Telecommunications Commission ("CRTC"), the Commission, or a court of law, as a direct result of the actions of the other Party (the "Denying Party") relating to the denial of use to a third party of any part of the Distribution System, then the Denying Party shall pay all reasonable and necessary legal costs incurred by the other Party that are directly related to any such regulatory or judicial proceeding.

**18) MUNICIPALITY AS RETAILER**

The provisions of this Agreement shall not in any way restrict the right of the Municipality to become a retailer within the meaning of the EUA.

**19) RECIPROCAL INDEMNIFICATION AND LIABILITY**

- a) It is intended that this provision create reciprocal rights and obligations between the Company and the Municipality.
- b) The Company, as an owner of the Distribution System, is provided liability protections under the EUA, and nothing in this Agreement is intended to abrogate, alter or diminish the liability protections granted to the Company under the EUA. The Company further acknowledges and agrees that the liability protection provisions, if any, under the EUA shall apply, with the necessary changes, to the Municipality with reciprocal rights thereunder.
- c) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
  - i) any breach by the Company of any of the provisions of this Agreement; or
  - ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.

- d) The Municipality shall indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:
  - i) any breach by the Municipality of any of the provisions of this Agreement; or
  - ii) the negligence or wilful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, that has a direct adverse effect on the Electric Distribution Service of the Company.
- e) In accordance with the liability protections under the EUA, notwithstanding anything to the contrary herein contained, in no event shall the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any loss or damage other than direct loss or damage, howsoever caused or contributed to. For the purpose of this Article, "direct loss or damage" does not include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract or any other indirect, special or consequential loss or damage whatsoever, arising out of or in any way connected with this Agreement or the actions or omissions of the Company or the Municipality.

## **20) ASSIGNMENT**

In the event that the Company agrees to sell the Distribution System to a third party purchaser, the Company will request that the third party purchaser confirm in writing that it will agree to all the terms and conditions of this Agreement between the Company and the Municipality. The Company agrees that it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

The Company agrees to provide the Municipality with reasonable prior written notice of a sale of the Distribution System to a third party purchaser. The Parties shall thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of this Agreement.

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of this Agreement to the third party purchaser. The Municipality agrees that it may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of this Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern. Should the Municipality not reply within the thirty (30) day period, it is agreed that the Municipality will be deemed to have consented to the assignment. The Company further agrees that, when it applies to the Commission for approval of the sale, it will include in



the application any notice received from the Municipality, including the reasons given by the Municipality for withholding its consent. The Municipality shall have the right to make its own submissions to the Commission.

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company shall be entitled to assign this Agreement to an arm's length third party purchaser of the Distribution System without the consent of the Municipality, subject to having obtained the Commission's approval for the sale of the Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

Where the Commission approves such sale of the Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement, the Company shall be released from all its liabilities and obligations hereunder.

The Company shall be entitled to assign this Agreement to a subsidiary or affiliate of the Company without the Municipality's consent. Where the Company assigns this Agreement to a subsidiary or affiliate, the Company will remain jointly and severally liable.

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, shall provide written notice to the Municipality indicating that it will assume all liabilities and obligations of the Company under this Agreement. Any disputes arising under the operation of this Article shall be submitted to the Commission for determination.

## **21) NOTICES**

All notices, demands, requests, consents, or approvals required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if personally served or sent by registered mail or sent by fax to the Municipality or to the Company, as the case may be, at the addresses set forth below:

**a) To the Company:**

Address: ATCO Electric Ltd  
P.O. Box 2426, 10035-105 Street  
Edmonton, Alberta, T5J 2V6  
Facsimile: 780-420-7400

**b) To the Municipality:**

Municipality:  
Address:  
Facsimile:  
Attention:



- c) The date of receipt of any such notice as given above shall be deemed to be as follows:
- i) in the case of personal service, the date of service;
  - ii) in the case of registered mail, the seventh (7<sup>th</sup>) business day following the date of delivery to the Post Office, provided, however, that in the event of an interruption of normal mail service, receipt shall be deemed to be the seventh (7<sup>th</sup>) day following the date on which normal service is restored; or
  - iii) in the case of a fax, the date the fax was actually received by the recipient.

## **22) DISPUTE SETTLEMENT**

- a) If any dispute or controversy of any kind or nature arises relating to this Agreement or the Parties' rights or obligations hereunder, the Parties agree that such dispute or controversy will be resolved by negotiation, and where such negotiation does not result in the settlement of the matter within thirty (30) days of notice of such dispute being provided by one Party to the other Party, and to the extent permitted by law, the Company and Municipality agree that unresolved disputes pertaining to this Agreement, other than those contemplated in Articles 3 and 20 and Section 3 of Schedule "A", or those related to the sale of the Distribution System as contemplated in Article 10 and 12 hereof, or any other matter that is within the exclusive jurisdiction of a governmental authority having jurisdiction, shall be submitted to arbitration for determination and may be commenced by either Party providing written notice to the other Party stating the dispute to be submitted to arbitration.

The Parties shall attempt to appoint a mutually satisfactory arbitrator within ten (10) business days of the said notice. In the event the Parties cannot agree on a single arbitrator within the ten (10) business days, the dispute shall be forwarded to the Commission for resolution or determination.

In the event the Commission declines to assist in resolving the dispute or declines to exercise or claim jurisdiction respecting the dispute, both Parties agree to have the dispute resolved by an arbitration panel in accordance with the following procedure. Each Party shall appoint an arbitrator within the ten (10) business days thereafter by written notice, and the two arbitrators shall together appoint a third arbitrator within twenty-five (25) business days of written notice for arbitration. The dispute shall be heard by the arbitration panel within forty-five (45) business days of the written notice for arbitration unless extended by mutual agreement between the Parties. The arbitration panel shall render a decision within twenty (20) business days of the last day of the hearing.

Save as otherwise expressly provided in this Agreement, the provisions of the Arbitration Act (Alberta) (as amended from time to time) shall apply to any arbitration undertaken under this Agreement subject always to the Commission's jurisdiction over any matter submitted to arbitration. Pending resolution of any dispute, the Municipality and the Company shall continue to perform their respective obligations hereunder.

- b) The Company shall advise the Commission of any dispute submitted to arbitration within ten (10) business days of it being submitted and shall advise the Commission of the results of arbitration within ten (10) business days following receipt of the decision of the arbitrator(s).

### **23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE**

Subject to its Distribution Tariff, the Company shall use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of Electric Distribution Service to any consumer. However, the Company reserves the right to do so for any one of the following reasons:

- a) Where the Company is required to effect necessary repairs or changes to the Distribution System;
- b) On account of or to prevent fraud or abuse of the Distribution System;
- c) On account of defective wiring or other similar condition which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where insufficient energy or power is available for distribution by the Company to a consumer; or
- e) Where required by a retailer, due to non-payment of power bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Electric Distribution Service, it shall notify the Municipality as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Electric Distribution Service, the Company shall provide verbal notice to the Municipality as soon as is practicable in the circumstances.

### **24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT**

This Agreement shall be deemed to operate as consent by the Municipality to the exercise by the Company of those powers which may be exercised by the Company with the consent of the Municipality under and pursuant to the provisions of the *Water, Gas and Electric Companies Act* (Alberta), as amended.

### **25) FORCE MAJEURE**

If either Party shall fail to meet its obligations hereunder within the time prescribed, and such failure is caused or materially contributed by an event of "force majeure", such failure shall be deemed not to be a breach of the obligations of such Party hereunder, but such Party shall use best efforts on a commercially reasonable basis to put itself in a position to carry out its obligations hereunder. The term "force majeure" shall mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, acts of terrorism (either foreign or domestic), sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority having jurisdiction (excluding in the case of the Municipality that requires an approval from itself, the particular Municipality), civil

disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such Party, and all of which by the exercise of due diligence of such Party could not have been prevented. Lack of finances shall be deemed not to be an event of "force majeure".

**26) TERMS AND CONDITIONS**

The Terms and Conditions that apply to the Company and are approved by the Commission, as revised or amended from time to time by the Commission, shall apply to the Municipality.

**27) NOT EXCLUSIVE AGAINST HER MAJESTY**

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed that the rights, powers and privileges conferred and granted by this Agreement shall not be deemed to be exclusive against Her Majesty in the right of the Province of Alberta.

**28) SEVERABILITY**

If for any reason any covenant or agreement contained in this Agreement, or the application thereof to any Party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or agreement will be deemed to be independent of the remainder of this Agreement and to be severable and divisible from this Agreement. The invalidity, unenforceability or illegality will not affect, impair or invalidate the remainder of this Agreement or any part thereof. The intention of the Municipality and the Company is that this Agreement would have been executed without reference to any portion which may, for any reason and extent, be declared or held invalid, unenforceable or illegal.

**29) AMENDMENTS**

This Agreement may only be amended by written agreement of the Parties, such amendments to be subject to regulatory approvals as required by law.

**30) DISSOLUTION**

In the event that the Municipality intends or resolves to dissolve:

- a) this Agreement shall be assigned to the successor governing authority to the Municipal Service Area;
- b) subject to an agreement to the contrary between the Company and the successor party, the Municipal Service Area of the Municipality as at the date of dissolution shall thereafter be the Municipal Service Area of the successor party for the purposes of this Agreement; and
- c) the rights and obligations contained herein shall otherwise continue and shall be binding upon the Company and the successor party.

### 31) WAIVER

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

### 32) CONFIDENTIALITY

The Company acknowledges that the Municipality is governed by the provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta).

**IN WITNESS WHEREOF** the Parties hereto have executed these presents as of the day and year first above written.

#### MUNICIPALITY

PER: \_\_\_\_\_  
«MAYOR»

PER: \_\_\_\_\_  
Name:  
Title:  
(Bylaw attached)

#### ATCO Electric Ltd.

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

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

## **SCHEDULE "A"**

### *Core Services*

The Company shall provide to the Municipality the following basic services as Core Services:

- 1) The Electric Distribution Service required to be provided by the Company pursuant to the Company's Distribution Tariff, the EUA, any regulations thereto, and any Commission orders and decisions;
- 2) The Company shall provide to the Municipality, on request, copies of any and all Electric Distribution Service related written information or reports required to be filed with the Commission, with the exception of responses to questions from interveners or the Commission related to rate hearings. A list of service area wide distribution services related measures requested by the Commission could include:
  - a) The results of customer satisfaction surveys relating to the services provided by the Company;
  - b) The indices of system reliability;
  - c) The responses to notification of outages and hazards;
  - d) Call Centre targets and statistics as related to the services provided by the Company;
  - e) Consumer connect service and disconnect service statistics;
  - f) Meter reading frequency and accuracy statistics;
  - g) Consumer complaints related to the services provided by the Company; and
  - h) Employee safety statistics.

Notwithstanding the above, should the Company implement Commission approved Performance Based Regulation ("PBR"), it will provide the Municipality, on request, the results of the Performance Standards as set out in the PBR.

- 3) The Company shall provide to the Municipality, upon request, an annual report on the following standards specific to the Municipality:
  - a) Reliability measures, to the extent that distribution feeders are an appropriate indicator of the overall reliability for the Municipality. In some cases, the distribution feeder information will be an appropriate indicator of the overall reliability in a Municipal Service Area. In other cases, where the distribution feeder serves customers outside of the Municipal Service Area, it may not be appropriate indicator;

- b) The total number of outages, by distribution feeder, for each of the preceding three (3) years;
- c) The average duration of the outages, by distribution feeder, for each of the preceding three (3) years;
- d) Street light performance, as discussed in Schedule "C";
- e) Subject to any applicable privacy legislation, the Code of Conduct Regulation under the EUA, or other rules prohibiting or restricting such disclosure, a spreadsheet listing:
  - i) The total number of sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - ii) The total number of Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - iii) The total kWh of electricity consumed by Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - iv) The total kWh of electricity consumed at Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - v) The franchise fee revenue collected from Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - vi) The franchise fee revenue collected from the Municipality from sites the Municipality owns within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years; and
  - vii) Such other information as may be agreed upon by the Parties from time to time, and
- f) A copy of the Annual Service Quality Report as provided by the Company to the Commission as per Rule 2 which provides overall company Service Reliability Measures and Customer Satisfaction Measures.

Where privacy legislation, the Code of Conduct Regulation under the EUA, or other rules under the EUA prohibiting such disclosure prevent the Company from providing the information above, the Company shall make reasonable attempts to aggregate the information by aggregating rate classes in order to comply with the applicable rules, but shall not be obligated to provide such aggregated information if

the Company does not believe such aggregation will allow the Company to comply with the applicable rules.

In the event that the service levels indicated in the Annual Service Quality Report referred to in Section 3f) of this Schedule A show deterioration to the extent that the Municipality or Municipal Service Area is materially adversely impacted, the Municipality shall contact its appropriate Company representative in an effort to remedy any identified deficiencies. If such discussions are not successful in addressing the Municipality's concerns, the Municipality shall then contact senior management of the Company to determine appropriate solutions.



## **SCHEDULE "B"**

### *Extra Services*

- 1) Where the Municipality requests Extra Services, the Company will provide its applicable operations and maintenance standards for Distribution System field services.
- 2) If the Company and the Municipality agree that the Company will provide Extra Services requested by the Municipality, the Parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.
- 3) In consideration for the provision of the Extra Services, the Municipality shall pay to the Company the sum of \_\_\_\_\_ (\$\_\_\_\_\_.00) which may be deducted from the franchise fee.
- 4) Annually, the Company shall provide a written report to the Municipality, outlining the actual performance of the Extra Services provided and the related costs for each service for the Municipality to assess if the performance standards have been met.
- 5) Nothing in this Agreement precludes the Company from subcontracting with the Municipality to provide all or any part of the Extra Services to the Municipality.

## SCHEDULE "C"

### *Street Lighting*

- 1) As set out in Article 11c) of this Agreement, once all street lighting within the Municipal Service Area has been converted to the applicable Company investment option rate, the Company agrees to provide the following services for street lighting within the Municipal Service Area as part of its Core Services:
  - a) **Lights-out Patrols:** On a monthly basis, during the time period of September 15<sup>th</sup> to May 15<sup>th</sup>, the Company will conduct a "lights-out" street light patrol to identify lights that are not working. Formal street light patrols will not be conducted during the summer months; however, normal reporting and replacement procedures will be maintained.
  - b) **Lights-out:** The Company will replace or repair a failed light identified in its patrol or reported by customers, within two (2) weeks. If the reported light is not replaced or repaired within two (2) weeks, the Company will provide a two (2) month credit to the Municipality based on the rate in the Distribution Tariff for the failed lights. Such two (2) month credit shall continue to apply for each subsequent two (2) week period during which the same failed light(s) have not been replaced. The Company agrees to use good faith commercially reasonable efforts to replace or repair:
    - i) failed street lights at critical locations; or
    - ii) failed street lighting circuits at any location, as the case may be, as soon as possible. The location of the critical street lights will be agreed to by both Parties.
  - c) **Underground Breaks:** As a minimum, the Company will provide a temporary overhead repair within two (2) weeks of an identified or reported outage. Underground breaks identified during the summer months of April 15<sup>th</sup> to September 15<sup>th</sup> will be repaired (underground) by October 31<sup>st</sup> of the current summer construction period. A permanent repair will be made by October 31<sup>st</sup> of the next year if the outage is identified between the winter months of September 15<sup>th</sup> to April 15<sup>th</sup>.
  - d) **Street light Painting:** The Company will provide a regular street light "painting" patrol as part of its Street light inspection program. The Municipality may request that it participates in select street light inspection patrols and may review the results of the street light inspection program. Street lights that are identified as requiring immediate work through the Street light inspection program will be re-painted by October 31st of the next maintenance season.

- e) **Street light Pole Test Program:** Street lights will be tested at least every nine (9) years as part of the Company's Pole Test Program. This program will identify poles that need to be replaced and those that should be treated. This replacement and treatment work will be completed by October 31<sup>st</sup> of the next summer maintenance season.
  - f) **Street light Patrols:** The Company will include regular street light inspection patrols as part of its inspection of equipment and lines, as specified in the Alberta Electrical Utility Code.
- 2) On an annual basis, the Company will provide the Municipality with:
- i) the number of "lights-out" identified from the street light patrols;
  - ii) the number of temporary overhead repairs of street lights at year-end; and
  - iii) the number of permanent underground repairs of street lights made during the year.

<b>ATCO Electric</b>	[1]	[2]	[3]	[4]			[1]	[2]	[3]	[4]
<b>TABLE 1: TOTAL RIDER A</b>				= [1] + [2]						= [1] + [2]
Municipal Authority (Price Area)	Municipal Tax from Table 2 (%)	Franchise Fee (%)	Franchise Fee Effective Date (yy/mm/dd)	Rider A Total (%)		Municipal Authority (Price Area)	Municipal Tax from Table 2 (%)	Franchise Fee (%)	Franchise Fee Effective Date (yy/mm/dd)	Rider A Total (%)
ACADIA (M034)	2.48	0.00		2.48		LESSER SLAVE RIVER (M124)	0.44	0.00		0.44
ALLIANCE (V017)	1.99	6.00	05/01/01	7.99		LINDEN (V535)	1.79	4.00	03/01/01	5.79
ALLISON BAY (B219)	1.02	0.00		1.02		LLOYDMINSTER (AB45, SK45)	0.70	10.50	08/01/01	11.20
ANDREW (V024)	1.82	2.00	05/01/01	3.82		LOON RIVER CREE (B473)	1.72	0.00		1.72
BEAVERLODGE (T051)	1.25	6.50	10/07/01	7.75		M.D. of GREENVIEW (M016)	0.47	0.00		0.47
BERWYN (V063)	3.77	1.75	07/01/01	5.52		MACKENZIE (M023)	1.06	0.00		1.06
BIG LAKE (M125)	0.85	0.00		0.85		MANNING (T556)	-1.36	6.00	12/01/01	4.64
BIG VALLEY (V069)	0.86	1.00	08/01/01	1.86		MANNVILLE (V559)	3.00	6.00	13/01/01	9.00
BIGSTONE (B110)	1.49	0.00		1.49		MARWAYNE (V562)	1.45	2.30	06/01/01	3.75
BIRCH HILLS & WANHAM (M019, V896)	0.90	0.00		0.90		MCLENNAN (T574)	3.05	2.75	11/01/01	5.80
BONNYVILLE & ANNEXED AREA (M087, M088)	0.88	0.00		0.88		MINBURN & LAVOY (C027, V523)	1.36	0.00		1.36
BONNYVILLE BEACH S.V. (S096)	2.25	0.00		2.25		MINBURN (V589)	3.39	1.00	08/04/15	4.39
BONNYVILLE, TOWN OF (T093)	0.90	6.80	03/01/01	7.70		MORRIN (V598)	1.21	3.50	12/01/01	4.71
BOTHA (V099)	1.14	3.00	10/01/01	4.14		MUNDARE (T604)	2.43	5.00	13/01/01	7.43
BUSHE RIVER I.R. 207 (B726)	1.46	0.00		1.46		MUNSON (V607)	3.34	1.00	10/07/01	4.34
CAMROSE (C022)	1.96	0.00		1.96		MYRNAM (V610)	2.04	2.00	08/02/01	4.04
CARBON (V129)	0.31	2.00	12/01/01	2.31		NAMPA (V619)	1.60	1.75	11/01/01	3.35
CASTOR (T147)	2.01	5.00	07/01/01	7.01		NORTHERN LIGHT (M022)	0.65	0.00		0.65
CEREAL (V153)	2.83	1.00	12/01/01	3.83		NORTHERN SUNRISE COUNTY (M131)	0.66	0.00		0.66
CLEAR HILLS (M021)	1.60	0.00		1.60		OPPORTUNITY (M017)	1.24	0.00		1.24
COLD LAKE (T189)	1.50	4.25	03/01/01	5.75		OYEN (T648)	1.76	6.00	09/01/01	7.76
CONSORT (V195)	2.55	3.50	07/01/01	6.05		PADDLE PRAIRIE (N221)	2.35	0.00		2.35
CORONATION (T198)	2.48	3.75	04/01/01	6.23		PAINTEARTH (C018)	1.26	0.00		1.26
DELBURNE (V231)	2.23	1.50	08/01/01	3.73		PARADISE VALLEY (V654)	1.78	2.00	06/01/01	3.78
DELIA (V234)	3.23	5.00	11/01/01	8.23		PEACE (M135)	1.29	0.00		1.29
DEWBERRY (V246)	1.66	0.00	03/01/01	1.66		PEACE RIVER (T657)	2.07	6.00	10/01/01	8.07
DOGHEAD I.R. (B218)	1.26	0.00		1.26		PEAVINE (N172)	-0.22	0.00		-0.22
DONALDA (V252)	1.53	1.50	02/11/01	3.03		PELICAN NARROWS S.V. (S659)	0.35	0.00		0.35
DONNELLY (V255)	1.56	2.25	10/01/01	3.81		RAINBOW LAKE (T690)	1.36	7.75	05/01/01	9.11
DRIFTPILE RIVER FIRST NATION I.R. 150 (B220)	-0.39	0.00		-0.39		RED DEER (C023)	2.13	0.00		2.13
DRUMHELLER & M.D. BADLANDS (K025, M007)	1.23	9.00		10.23		ROCHON SANDS S.V. (S708)	0.33	0.00		0.33
EAST PRAIRIE (N174)	2.15	0.00		2.15		ROSALIND (V717)	2.92	0.50	03/01/01	3.42
ELIZABETH (N187)	3.00	0.00		3.00		RYCROFT (V729)	2.95	3.00	12/01/01	5.95
ELK POINT (T291)	1.93	3.60	03/01/01	5.53		SADDLE HILLS (M020)	1.07	0.00		1.07
ELNORA (V294)	1.28	1.00	03/01/01	2.28		SEXSMITH (T754)	-0.78	5.50	12/01/01	4.72
EMPRESS (V297)	3.61	2.00	07/01/01	5.61		SLAVE LAKE (T766)	0.99	9.40	10/01/01	10.39
FAIRVIEW (M136)	0.88	0.00		0.88		SMOKY LAKE & WARSPITE (C013, V905)	1.28	0.00		1.28
FAIRVIEW (T309)	2.15	7.50	13/01/01	9.65		SMOKY LAKE (T769)	2.21	5.00	12/02/01	7.21
FALHER (T315)	1.80	6.25	06/01/01	8.05		SMOKY RIVER (M130)	1.96	0.00		1.96
FISHING LAKE (N188)	1.07	0.00		1.07		SPECIAL AREAS (A001)	0.60	0.00		0.60
FLAGSTAFF (C029)	1.02	0.00		1.02		SPIRIT RIVER (M133)	1.34	0.00		1.34
FORESTBURG (V324)	4.48	6.00	12/01/01	10.48		SPIRIT RIVER, TOWN OF (T778)	2.67	5.50	12/02/01	8.17
<b>FORT MCMURRAY (K032)</b>	<b>8.72</b>	<b>0.00</b>		<b>8.72</b>		ST. PAUL, COUNTY OF (C019)	1.00	0.00		1.00
FOX CREEK (T342)	1.60	4.50	03/01/01	6.10		ST. PAUL, TOWN OF (T790)	1.50	7.00	03/01/01	8.50
FT. MACKAY SETTLEMENT #467 (B982)	1.33	0.00	00/01/00	1.33		STARLAND (M047)	2.67	0.00		2.67
FT. MCMURRAY BAND (B352)	1.02	0.00		1.02		STETTLER, COUNTY OF (C006)	1.91	0.00		1.91
GADSBY (V351)	5.79	5.00	08/01/01	10.79		STETTLER, TOWN OF (T805)	7.32	0.00		7.32
GALAHAD (V354)	3.88	3.00	10/01/01	6.88		STURGEON LAKE I.R. 154 (B770)	1.26	0.00		1.26
GIFT LAKE METIS SETT (N173)	2.79	0.00		2.79		SUCKER CREEK FIRST NATION 150A (B792)	2.29	0.00	00/01/00	2.29
GIROUXVILLE (V366)	2.24	3.00	11/01/01	5.24		SWAN HILLS TOWN (T830)	2.03	6.00	13/01/01	8.03
GLENDON (V372)	2.73	1.50	03/01/01	4.23		THORHILD & RADWAY (V687, C007)	3.30	0.00		3.30
GRANDE CACHE (T393)	2.50	5.50	13/01/01	8.00		THREE HILLS (T845)	1.38	6.00	09/01/01	7.38
GRANDE PRAIRIE, CITY OF (K035)	2.13	7.75	11/03/01	9.88		TROCHU (T857)	2.29	3.50	03/01/01	5.79
GRANDE PRAIRIE, COUNTY OF (C001)	0.66	0.00		0.66		TWO HILLS COUNTY & DERWENT (V237, C021)	4.68	0.00		4.68
GRIMSHAW (T405)	1.26	6.00	10/07/01	7.26		TWO HILLS, TOWN OF (T863)	3.79	4.25	09/01/01	8.04
HALKIRK (V414)	0.54	1.00	03/01/01	1.54		UPPER HAY LAKE I.R. 212 (B728)	1.64	0.00		1.64
HANNA (T417)	1.85	3.50	03/01/01	5.35		VALLEYVIEW (T866)	1.79	5.25	06/01/01	7.04
HAY LAKE I.R. 209 (B727)	1.58	0.00		1.58		VEGREVILLE (T875)	2.05	6.00	11/01/01	8.05
HEISLER (V429)	8.82	7.00	12/01/01	15.82		VERMILION (T878)	1.28	4.50	13/01/01	5.78
HIGH LEVEL (T435)	0.96	10.50	11/01/01	11.46		VERMILLION RIVER (AB & SK) (C024, SK24)	0.90	0.00		0.90
HIGH PRAIRIE (T438)	1.43	6.25	08/02/01	7.68		VETERAN (V881)	4.05	3.00	08/01/01	7.05
HINES CREEK (V447)	4.14	2.25	09/01/01	6.39		VILNA (V887)	7.07	20.00	12/01/01	27.07
HORSESHOE BAY S.V. (S458)	0.13	0.00		0.13		WASKATENAU (V908)	3.32	0.00	08/02/01	3.32
HYTHE (V468)	1.74	5.00	10/07/01	6.74		WEMBLEY (T911)	0.13	6.00	11/03/01	6.13
INNISFREE (V474)	4.97	1.50	06/01/01	6.47		WHEATLAND (C016)	0.54	0.00		0.54
<b>JASPER (PARK &amp; OUTSIDE TOWN) (L012, R003)</b>	<b>10.37</b>	<b>0.00</b>		<b>10.37</b>		WHITE SANDS S.V. (S922)	-0.09	0.00		-0.09
<b>JASPER SCH DIST 3063 (R004)</b>	<b>TBA</b>	<b>6.00</b>	<b>TBA</b>	<b>TBA</b>		WHITEFISH I.R. 155 (B924)	1.35	0.00		1.35
KINUSO (V505)	1.78	0.00	11/01/01	1.78		WILLINGDON (V926)	4.11	2.00	08/01/01	6.11
KITSCOTY (V508)	1.50	6.00	13/01/01	7.50		WOOD BUFFALO (M018)	0.34	0.00		0.34
KNEEHILL & TORRINGTON (M048, V854)	1.30	0.00		1.30		WOOD BUFFALO PARK (L024)	0.41	0.00		0.41
LAKELAND (C089)	0.33	0.00		0.33		YOUNGSTOWN (V932)	1.63	1.25	12/01/01	2.88
LAMONT (C030)	3.17	0.00		3.17						

(BOLD, ITALICS) - Communities that are expected to transition to new Municipal Franchise Tax Agreement in 2013

Municipality of Jasper (Town) is listed as "JASPER SCH DIST 3063 (R004)"

TBA - short for To Be Determined

Municipality of Jasper  
**Committee of the Whole Meeting Minutes**  
Tuesday, January 24, 2023 | 9:30am  
Jasper Library and Cultural Centre, Quorum Room

Virtual viewing and participation	Council attendance is in Council chambers at the Jasper Library and Cultural Centre. This meeting was also conducted virtually and available for public livestreaming through Zoom. Public viewing and participation during Council meetings is through Zoom livestreaming and in person attendance.		
Present	Mayor Richard Ireland, Deputy Mayor Scott Wilson, Councillors Wendy Hall, Ralph Melnyk, Helen Kelleher-Empey, Rico Damota and Kathleen Waxer		
Absent	none		
Also present	Bill Given, Chief Administrative Officer Natasha Malenchak, Director of Finance & Administration Christopher Read, Director of Community Development John Greathead, Director of Operations Christine Nadon, Director of Protective & Legislative Services Emma Acorn, Legislative Services Coordinator Amanda Stevens, Communications Manager Sergeant Rick Bidaisee, RCMP Pattie & Stephen Pavlov, Jasper Park Chamber of Commerce Nancy Robbins, Community Futures West Yellowhead Bob Covey, The Jasper Local Jason Stockfish, The Fitzhugh 2 observers		
Call to Order	Deputy Mayor Wilson called the January 24, 2023 Committee of the Whole meeting to order at 9:30am.		
Additions to the agenda #34/23	MOTION by Councillor Melnyk that the following items be added to the agenda: <ul style="list-style-type: none"><li>• 7.3 Tourism-Based Communities Costs and Fiscal Capacity Report</li><li>• 9.2 Elected Official Education Program</li></ul>		
	FOR 7 Councillors	AGAINST 0 Councillor	CARRIED
Approval of agenda #35/23	MOTION by Councillor Kelleher-Empey that Committee approve the agenda for the January 24, 2023 Committee of the Whole meeting as amended.		
	FOR 7 Councillors	AGAINST 0 Councillor	CARRIED
Business arising from January 10, 2023 Committee of the Whole meeting	none		

Delegations –  
Jasper Park  
Chamber of  
Commerce  
#36/23

Sgt. Rick Bidaisee of the Jasper RCMP, Stephen Pavlov, and Pattie Pavlov of Jasper Park Chamber of Commerce presented to Council a request for support regarding an RCMP Musical Ride in Jasper in June 2023.

MOTION by Councillor Hall that Committee receive the presentation by the Jasper Park Chamber of Commerce for information, and;

That Committee direct administration to bring a request for decision to the next Regular Council meeting.

FOR  
7 Councillors

AGAINST  
0 Councillor

CARRIED

Delegations –  
Community  
Futures West  
Yellowhead  
#37/23

Council received a presentation from Nancy Robbins of Community Futures West Yellowhead sharing the Municipality of Jasper Triage Business Retention & Expansion Report completed in December 2022.

MOTION by Mayor Ireland that Committee receive the presentation from Community Futures West Yellowhead for information.

FOR  
7 Councillors

AGAINST  
0 Councillor

CARRIED

Recess

Deputy Mayor Wilson called for a recess from 10:40 – 10:50am.

Correspondence –  
Jasper Seniors’  
Society  
#38/23

MOTION by Mayor Ireland that Committee receive the correspondence for information, and;

That Committee refer the request from the Jasper Seniors’ Society to administration for a report back at the next Committee of the Whole meeting.

FOR  
7 Councillors

AGAINST  
0 Councillor

CARRIED

2022 Unused  
Debenture  
Payments Transfer  
to Reserves  
#39/23

Natasha Malenchak, Director of Finance & Administration, presented recommendations and alternatives to Council regarding the approval of reserve transactions from 2022.

MOTION by Councillor Waxer that Committee recommend Council approve the following transfers of 2022 budgeted debenture expense funds to reserves as follows:

- \$297,766 to the Utility Operating Reserve
- \$337,617 to the Financial Stabilization Reserve

FOR  
7 Councillors

AGAINST  
0 Councillor

CARRIED

Property Tax  
Receivable/Write-  
Off Request  
#40/23

MOTION by Councillor Melnyk that Committee recommend Council to direct administration to write off Property Tax receivable for Roll 500000 (Provincial Building) for half of the amount levied in the amount of \$29,161.84, and;

That Committee direct the Mayor to write a letter to the Minister of Municipal Affairs regarding Jasper's concern with this practice and requesting the Government of Alberta reconsider in the new budget year.

FOR

7 Councillors

AGAINST

0 Councillor

CARRIED

Tourism-Based  
Communities  
Costs and Fiscal  
Capacity Report  
#41/23

In late 2022, the CAOs of Jasper, Banff and Canmore engaged a consultant to conduct an analysis to specifically identify the incremental costs the three communities face to provide services to visitors, and to explore how these cost compared to other Alberta municipalities. The Tourism-Based Communities Costs and Fiscal Capacities Report was presented to Committee with a request for decision from CAO Bill Given as an addition to the meeting agenda. Both documents will be attached to the meeting minutes for the public record.

MOTION by Mayor Ireland that Committee receive the Tourism-Based Communities Costs and Fiscal Capacities Report for information, and;

Provide a copy of the report to:

- MP Gerald Soroka
- MLA Martin Long
- Tourism Jasper
- The Jasper Park Chamber of Commerce

FOR

7 Councillors

AGAINST

0 Councillor

CARRIED

Motion Action List  
#42/23

Administration reviewed the Motion Action List.

MOTION by Councillor Kelleher-Empey that Committee approve the updated Motion Action List with the removal of the following item:

- Solid Waste and Recycling Charges

FOR

7 Councillors

AGAINST

0 Councillors

CARRIED

Councillor reports

Councillor Kelleher-Empey attended the seniors' dinner at Alpine Summit last Thursday and a meeting of the TransCanada Yellowhead Highway Association on Friday.

Councillors Melnyk, Waxer, and Damota were all in attendance at a Community Futures West Yellowhead meeting at which the Triage Business Retention & Expansion Report was presented.

Councillor Melnyk attended the Arts & Culture Community Conversation last week where high attendance and a need for more volunteers at Community Dinners were discussed.

Councillor Waxer and Mayor Ireland attended a Hospitality and Twinned Communities Committee meeting yesterday.

Mayor Ireland will be attending the weekly meeting this afternoon with the consultant, Mayors and CAOs from Banff & Canmore to further discuss the shared initiative for provincial designation for tourism based communities and program funding. The group will be meeting with the Minister of Municipal Affairs to discuss a budget request.

Elected Official  
Education  
Program  
#43/23

MOTION by Mayor Ireland that Committee approve the attendance of Councillor Hall in the upcoming Elected Officials Education Program Course - Corporate Planning & Finance.

FOR  
7 Councillors

AGAINST  
0 Councillors

CARRIED

Upcoming Events

Council reviewed a list of upcoming events.

Adjournment  
#44/23

MOTION by Councillor Damota that, there being no further business, the Committee of the Whole meeting of January 24, 2023 be adjourned at 11:50pm.

FOR  
7 Councillors

AGAINST  
0 Councillors

CARRIED



## REQUEST FOR DECISION

**Subject:** Tourism-Based Communities Costs and Fiscal Capacity Report  
**From:** Bill Given, Chief Administrative Officer  
**Reviewed by:** Christine Nadon, Director of Protective & Legislative Services  
**Date:** January 24, 2023

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### Recommendation:

Committee receive the Tourism-Based Communities Costs and Fiscal Capacities Report for information, and;

Provide a copy of the report to:

- MP Gerald Soroka,
- MLA Martin Long,
- Tourism Jasper,
- The Jasper Park Chamber of Commerce

### Alternatives:

- That committee direct administration provide additional information and return to a future committee.
- That committee direct administration to provide copies of the report to other stakeholders as identified by Council.
- That committee receive the report for information and take no further action.

### Background:

In the late 2010's consultant Ben Brunnen was commissioned to present a definition of Alberta tourism-based communities, and propose recommendations to assist those communities in providing amenities and services to attract visitor populations and develop Alberta's tourism economy. The resulting report was delivered in 2011 and was called the Alberta Tourism-Based Communities: Definition and Revenue Sources (more commonly referred to as "The Brunnen Report")

In late 2022, the CAOs of Jasper, Banff and Canmore engaged Brunnen to conduct a new analysis to more specifically identify the incremental costs the three communities face to provide services to visitors, and to explore how these cost compared to other Alberta municipalities. The Tourism-Based Communities Costs and Fiscal Capacities Report ("The 2022 Report") also explores the fiscal capacity each of the municipalities have to address any additional costs.

### Discussion:

While it has long been understood that Tourism-Based communities face added costs as a result of the serving fluctuating visitor population, and that Jasper faces limitations due to our unique location with a national park, these costs and limitations haven't previously been clearly quantified.

The 2022 Report contrasted Jasper, Banff and Canmore with 33 Alberta Towns that have comparable populations, service/ infrastructure scale and found that the three communities have above average spending in categories directly related to supporting the visitor economy. These key functions include public transit, bylaw

enforcement, waste management, fire, public housing, and wastewater treatment and disposal.

There are also additional spending areas where one or two of the three communities spend significantly more than other comparable municipalities. These include libraries, museums and halls, family and community support, and parks and recreation.

<b>Table 1: 2021 Per Capita Expenditures by Type – Alberta Tourism Communities</b>						
<b>Spending Category</b>	<b>Banff</b>		<b>Jasper</b>		<b>Canmore</b>	
	<b>Per Capita Expenditure</b>	<b>Rank</b>	<b>Per Capita Expenditure</b>	<b>Rank</b>	<b>Per Capita Expenditure</b>	<b>Rank</b>
<b>Public Transit</b>	\$384	1	\$13	6	\$87	2
<b>Bylaws Enforcement</b>	\$126	2	\$87	4	\$90	3
<b>Waste Management</b>	\$443	1	\$303	3	\$288	4
<b>Fire</b>	\$182	6	\$372	1	\$209	5
<b>Public Housing Operations</b>	\$174	2	\$2	10	\$366	1
<b>Wastewater Treatment and Disposal</b>	\$493	2	\$646	1	\$273	10
<b>Libraries, Museums, Halls</b>	\$74	13	\$128	3	\$108	5
<b>Family and Community Support</b>	\$277	2	\$345	1	\$36	24
<b>Parks and Recreation</b>	\$306	28	\$867	1	\$305	29

Source: Derived by Verum Consulting from Alberta Municipal Affairs

As a result of the visitor focused services discussed above, Jasper, Banff and Canmore have the highest per capita expenditures of the comparator communities.

*It should be noted that the analysis did not include consider the 2023 budget where Council approved significant new expenditures related to Housing and Public Transit. These additional expenditures would increase the level of visitor focused expenditures for Jasper.*

Unfortunately, the current fiscal capacity of the three municipalities is substantially limited to make up this revenue shortfall. Only Banff and Jasper have capacity in the residential base, and even here the potential incremental revenues do not equal the added costs arising from supporting the visitor-based economy.

Major findings of the 2022 report specifically related to Jasper include the following:

- Jasper spends approximately \$6.5 million, or 32 per cent of our expenditures to support visitors. (p.12)
- Jasper has the second lowest residential property taxes per capita and the lowest per dwelling. (p.13)
- Jasper has the second highest non-residential property taxes per business. (p.15)
- If Jasper were to target the average residential property tax per dwelling it would generate approximately \$1.1 million in additional revenue (p.14) which is not enough to close the \$6.5 million gap noted above.

The three communities have the highest per capita expenditures of any comparable communities in the province, which are spent on infrastructure, amenities and services geared towards hosting visitor populations. In effect, Banff, Jasper and Canmore spend approximately 43, 32 and 26 per cent of their budgets supporting visitor populations respectively.

All three of these municipalities face significant demands to support visitor populations and have limited fiscal capacity to generate additional revenues. Council should continue to advocate for increased recognition of this unique pressure.

**Strategic Relevance:**

- Recognize the fundamental importance of our tourism economy.
- Invest in infrastructure to support housing.
- Invest in developing community focused housing units.
- Collaborate with other municipalities, orders of government, indigenous partners and advocacy associations.
- Proactively plan for and invest in the maintenance and management of our natural assets and built infrastructure.
- Ensure residents receive quality service that provides strong value for dollar.
- Strengthen our voice by partnering with those who share our interests.
- Increase awareness and understanding of our unique conditions with other orders of government and funders.
- Take active and strategic steps to advance Jasper's interests, including the acquisition of land-use planning and development authority and attaining Resort Municipality Status.

**Inclusion Considerations:**

- The Municipal Inclusion Assessment Tool is not applicable to this recommendation.

**Relevant Legislation:**

- Agreement for the Establishment of Local Government in the Town of Jasper
- Alberta Municipal Government Act
- Jasper Tax Rates Bylaw

**Financial:**

As a tourism-based community, approximately 32% (\$6.5 million) of Jasper's expenditures are associated with providing infrastructure, amenities and services related to hosting domestic and international visitor populations.

Over time, Council may wish to consider the potential of increasing residential taxes to be more in line with the average of comparable communities, but this strategy alone will not completely address the added costs of supporting the visitor-economy.

**Attachments:**

- 2022 Tourism-Based Communities Costs and Fiscal Capacity Report



# ALBERTA TOURISM-BASED COMMUNITIES: COSTS & FISCAL CAPACITY TO SUPPORT VISITOR POPULATIONS

PREPARED FOR THE TOWNS OF BANFF, JASPER & CANMORE

BEN BRUNNEN



Verum Consulting

DECEMBER 2022

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## Executive Summary

This report conducts an analysis of the cost implications of hosting visitors in tourism-based communities and assesses the fiscal capacity of these communities to address these costs.

### Cost Implications of Hosting Visitors in Tourism-Based Communities

Tourism communities are unique in that they must provide amenities and services to host visitor populations that require a capacity far in excess of the local population, with recreational/ experience based amenities/ infrastructure built to a higher calibre and standard to meet expectations of visitors in an increasingly competitive global environment.

- Tourism based communities have the highest per capita expenditures of any comparable communities. The 2021 average per capita expenditures of 33 comparable municipalities in Alberta is \$3,044, compared to \$5,359 for Banff, \$4,463 for Jasper, and \$4,126 for Canmore.
- Banff, Jasper and Canmore spend well above the average on a number of key functions, including public transit, bylaws enforcement, waste management, fire, public housing, and wastewater treatment and disposal.
- There are additional spending areas where one or two of these communities spend significantly more than other comparable municipalities. These include libraries, museums and halls, family and community support, and parks and recreation.
- Conceptually, it is the per capita expenditure difference from the average of comparable municipalities in Alberta that accounts for the incremental costs associated with serving as a tourism-based community. As a result, Banff, Jasper and Canmore spent \$20.5 million, \$6.5 million and \$15 million, respectively, to support visitor populations in 2021, which represents between 26 and 43 per cent of their annual municipal expenditures.
- These numbers effectively represent the revenue gap associated with hosting visitors as tourism based communities in Alberta.

## Existing Fiscal Capacity

Current per capita expenditures within tourism-based communities are substantial, and it is important to understand the extent to which these municipalities have incremental fiscal capacity available to meet additional financial obligations through the existing tax base.

### Residential Tax Base

- On a per dwelling basis, Canmore is very close to the average of the municipalities, while Banff and Jasper continue to have among the lowest residential taxes per dwelling.
- Canmore's tax profile is more comparable to the average due to its policy to "target a residential:non-residential tax share split in line with the average of similar communities."
- If Banff and Jasper were to target the average residential property taxes per dwelling (similar to Canmore's ranking), Banff would generate an incremental \$1.5 million, and Jasper would generate an incremental \$1.1 million in residential taxes.

### Non-Residential Tax Base

- Relative to comparable municipalities, non-residential taxes per business are the highest in Banff and Jasper, with Canmore also above, but close to, the average.
- As such there is not a significant level of excess fiscal capacity available in the non-residential base in these communities, relative to comparable municipalities.

## 1 Introduction

For over 125 years, Banff, Canmore and Jasper have been cherished, visited and explored by millions of Albertans, Canadians, and international visitors alike. These three mountain municipalities are gateways to the most spectacular natural environments on earth. Unquestionably unique, Banff, Canmore, and Jasper have a combined permanent population of just 28,000 people, and anchor two national parks, two provincial parks, four ski resorts, five gondolas, and dozens of restaurants, bars and hotels. As tourism-based communities, Banff, Canmore, and Jasper welcome approximately 12 million visits a year and generate a quarter of Alberta's tourism export revenue. The three municipalities attract 31% of all US visitors to Alberta and 63% of all international travellers to the province.

These communities effectively anchor the tourism industry in the province, and drive substantial economic activity to the broader Alberta economy – generating \$112 million in provincial taxes annually, and contributing \$2.3 billion in provincial GDP.<sup>1</sup>

Banff, Canmore, and Jasper are known for the ability to offer an elevated visitor experience to domestic and international visitors alike, but this capability is increasingly under pressure from a number of factors including:

- **Infrastructure** - Taxpayer-supported infrastructure, including roads and parking, water and wastewater, and public transport – is strained, causing disproportionate maintenance requirements relative to the municipalities' sizes. Upcoming changes to Provincial funding models are currently on track to further exacerbate this issue.
- **Effects of Tourism** - Undesirable impacts of tourism - heavy traffic, excessive crowding and overuse of popular sites - are increasingly prevalent. Locals and visitors' experiences are becoming diminished.
- **Growing Demand** - Given growing interest for unique mountain experiences in the post-COVID era, Banff, Canmore, and Jasper will be challenged to provide the same quality of tourism offering into the future.

In recognition of their outsized contributions to the wider economy, other jurisdictions around the world have introduced dedicated programming and funding supports to their tourism-based communities. Towns of Banff, Jasper and Canmore are seeking an analysis costs and fiscal capacity to address the fiscal challenges associated with providing infrastructure, services and amenities to host visitor populations.

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<sup>1</sup> Verum Consulting. 2022. Economic Impacts of Tourism in Alberta Rocky Mountain Communities



This report conducts an analysis of the cost implications of hosting visitors in tourism-based communities and assesses the fiscal capacity of these communities to address these costs.

## 2 Cost Implications of Hosting Visitors

This section analyzes the cost implications and potential revenue options to compensate the Towns of Banff, Jasper and Canmore for the costs of providing the infrastructure, amenities and services hosting visitor populations.

### 2.1 Tourism-Based Communities Expenditure Profile

Tourism communities are unique in that they must provide amenities and services to host visitor populations that require a capacity far in excess of the local population, with recreational/ experience based amenities/ infrastructure built to a higher calibre and standard to meet expectations of visitors in an increasingly competitive global environment.

In Banff National Park, visitation in July 2022 exceeded 694,000 people -or 22,000 people per day – which is more than 2.5 times its permanent population. Similarly, Jasper National Park hosted 475,000 people in July, or 15,000 daily – more than 3.3 times its permanent population.<sup>2</sup> Kananaskis Provincial Park hosted 5.4 million visitors in 2020 – an increase of 1.3 million compared to 2019, many of which visited during the summer season.<sup>3</sup>

While these visitation numbers are not year round, the visitor-oriented infrastructure and services provided by international destination tourism communities such as Banff, Jasper and Canmore need to be designed to meet peak visitation demand, which places significant pressure on the municipal tax base – largely funded through grants and property taxes.

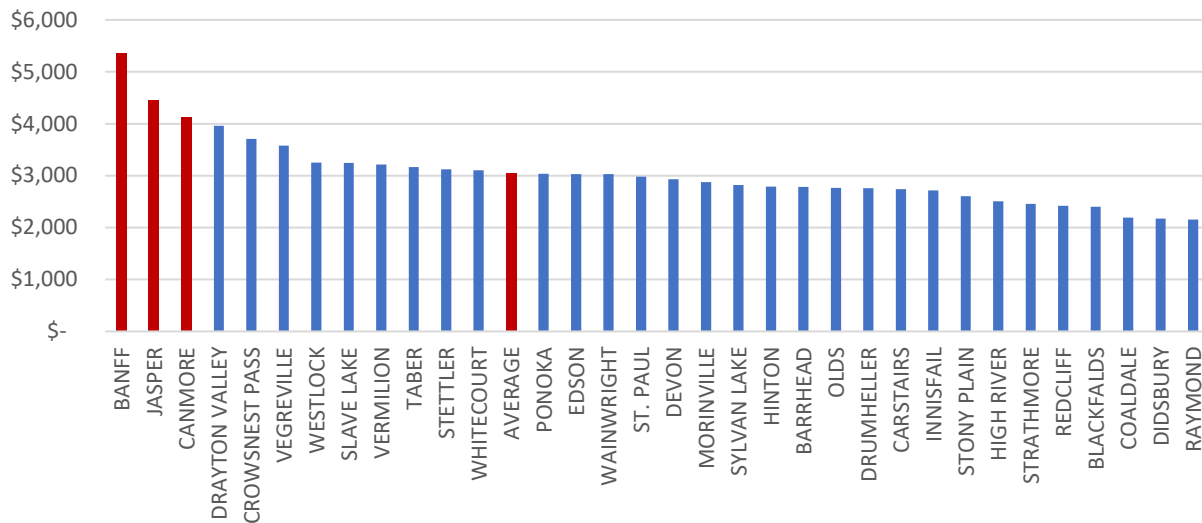
By way of illustration, Figure 1 presents expenditures per capita for all 33 Alberta Towns with populations between 4,000 and 20,000. These municipalities are comparable from a population size, service/ infrastructure scale and classification perspective in Alberta.

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<sup>2</sup> Parks Canada data provided by the Towns Banff and Jasper.

<sup>3</sup> Alberta Environment and Parks, as cited in the Rocky Mountain Outlook. February 2021. Available at: <https://www.rmotoday.com/canmore/kananaskis-country-sees-record-visitors-for-2020-3452289>

Figure 1: 2021 Expenditures Per Capita



Source: Derived by Verum Consulting from Alberta Municipal Affairs

As Figure 1 indicates, Banff, Canmore and Jasper have the highest per capita expenditures of all 33 comparable towns in the province. Banff is nearly double the average. Figure 2 presents expenditures per dwelling.

In terms of specific expenditure areas, Banff, Jasper and Canmore spend well above the average on a number of key functions, including public transit, bylaws enforcement, waste management, fire, public housing, and wastewater treatment and disposal (Table 1).

There are additional spending areas where one or two of these communities spend significantly more than other comparable municipalities. These include libraries, museums and halls, family and community support, and parks and recreation.

<b>Table 1: 2021 Per Capita Expenditures by Type – Alberta Tourism Communities</b>						
<b>Spending Category</b>	<b>Banff</b>		<b>Jasper</b>		<b>Canmore</b>	
	<b>Per Capita Expenditure</b>	<b>Rank</b>	<b>Per Capita Expenditure</b>	<b>Rank</b>	<b>Per Capita Expenditure</b>	<b>Rank</b>
<b>Public Transit</b>	\$384	1	\$13	6	\$87	2
<b>Bylaws Enforcement</b>	\$126	2	\$87	4	\$90	3
<b>Waste Management</b>	\$443	1	\$303	3	\$288	4
<b>Fire</b>	\$182	6	\$372	1	\$209	5
<b>Public Housing Operations</b>	\$174	2	\$2	10	\$366	1
<b>Wastewater Treatment and Disposal</b>	\$493	2	\$646	1	\$273	10
<b>Libraries, Museums, Halls</b>	\$74	13	\$128	3	\$108	5
<b>Family and Community Support</b>	\$277	2	\$345	1	\$36	24
<b>Parks and Recreation</b>	\$306	28	\$867	1	\$305	29

Source: Derived by Verum Consulting from Alberta Municipal Affairs

These expenditures areas illustrate the types of pressures these communities are confronted with when it comes to hosting visitors in the mountain parks:

- High quality public transit services are needed to manage congestion and mobility demands due to visitor populations;
- Enhanced bylaws enforcement is required to ensure effective crowd/ congestion management and a safe visitor experience;
- Greater waste management expenditures due to higher consumption patterns of visitors, combined with increased costs associated with managing the interface with wildlife;
- More fire services in response to the greater number of service calls due to visitor populations;
- Provision of public housing to accommodate tourism employees and essential community workers due to high real estate prices, limited availability and/or development constraints;
- Wastewater treatment and disposal to build infrastructure capacity to accommodate short stay visitor populations to meet peak visitation demand;
- Investment in libraries, museums and halls to maintain cultural amenities and experiences for visitors;
- Family and community supports to address the social pressures associated with living and working in tourism communities that are international destinations with high transient populations and can have a high cost of living; and

- Investment in parks and recreation to maintain quality outdoor and recreational facilities to enhance visitor experiences.

## 2.2 Incremental Costs Associated with Hosting Visitors

Tourism based communities have the highest per capita expenditures of any comparable communities. The 2021 average per capita expenditures of 33 comparable municipalities in Alberta is \$3,044, compared to \$5,359 for Banff, \$4,463 for Jasper, and \$4,126 for Canmore. Conceptually, it is this difference from the average that accounts for the incremental tourism spending. Table 2 quantifies this difference for each of the communities.

<b>Table 2: Incremental Costs of Hosting Visitor Populations in Alberta Tourism Communities</b>						
	<b>2021 Expenditures</b>	<b>Population</b>	<b>Expenditures Per Capita</b>	<b>Per capita Difference: Tourism Communities Compared to Average</b>	<b>Incremental expenditures associated with hosting visitors</b>	<b>% of 2021 Expenditures</b>
<b>Banff</b>	\$47,557,534	8,875	\$5,359	\$2,315	\$20,542,034	43.2%
<b>Jasper</b>	\$20,483,719	4,590	\$4,463	\$1,419	\$6,511,759	31.8%
<b>Canmore</b>	\$57,731,459	13,992	\$4,126	\$1,082	\$15,139,811	26.2%
<b>33 Town Average</b>	\$24,553,113	8,137	\$3,044	NA	NA	NA

Source: Derived by Verum Consulting from Alberta Municipal Affairs

Table 2 estimates that Banff spent \$20.5 million, or 43% of their expenditures to support visitors; Jasper spent \$6.5 million, or 32 per cent of their expenditures to support visitors; and Canmore spend \$15 million, or 26 per cent of their expenditures to support visitors. These numbers effectively represent the revenue gap associated with hosting visitors as tourism based communities in Alberta.

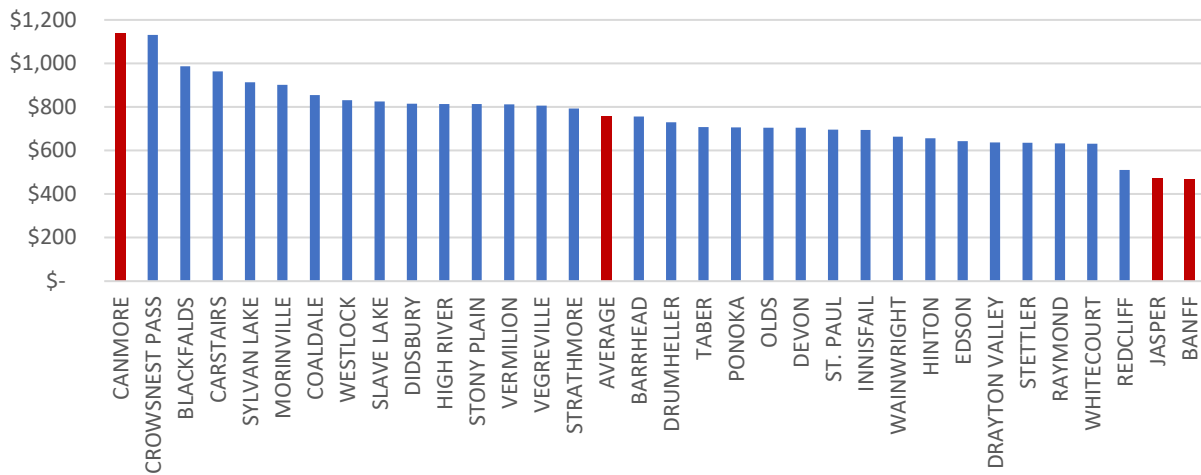
## 3 Fiscal Capacity of the Property Tax Base

Current per capita expenditures within tourism-based communities are substantial, and it is important to understand the extent to which these municipalities have incremental fiscal capacity available to meet additional financial obligations through the existing tax base.

### 3.1 Residential Property Tax Capacity

Figure 2 depicts the per capita municipal residential taxes in 33 comparable communities. Canmore has the highest residential taxes per capita, while Banff and Jasper have the lowest.

Figure 2: Residential Taxes Per Capita

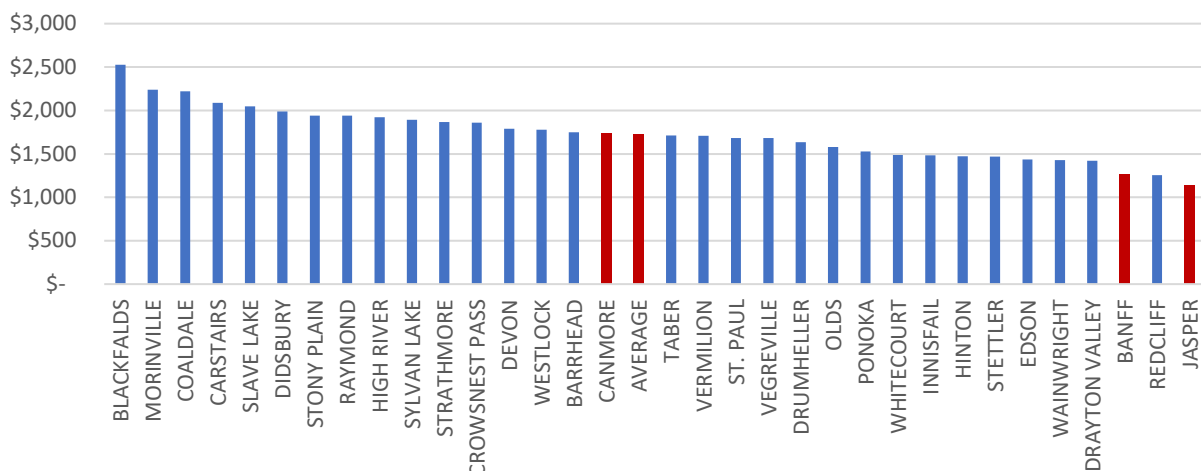


Source: Derived by Verum Consulting from Alberta Municipal Affairs

Figure 3 presents municipal residential taxes per dwelling, which is a more accurate measure, as it captures taxes on dwelling properties, which is the unit that is actually taxed, and accounts for the non-usual resident properties in the municipality.

On a per dwelling basis, Canmore is very close to the average of the municipalities, while Banff and Jasper continue to have among the lowest residential taxes per dwelling. Canmore's tax profile is more comparable to the average due to its policy to "target a residential:non-residential tax share split in line with the average of similar communities."<sup>4</sup>

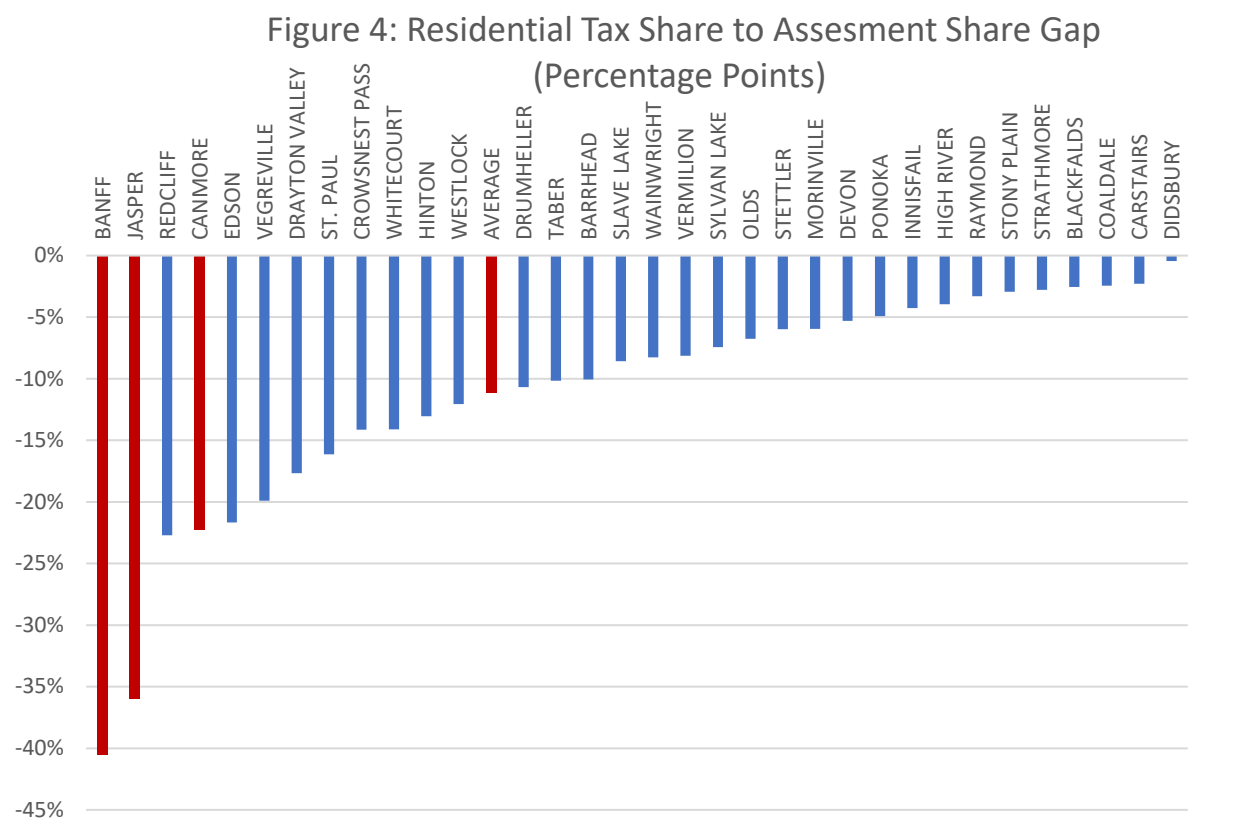
Figure 3: Residential Taxes Per Dwelling



Source: Derived by Verum Consulting from Alberta Municipal Affairs

<sup>4</sup> Town of Canmore. 2022. Available at: <https://canmore.ca/residents/property-tax/tax-rates>

Figure 4 presents the residential “tax share to assessment share gap.” This measure is the difference between the share of municipal residential taxes (as a portion of total municipal property taxes) and the share of the residential assessment (as a portion of total municipal property assessment). A negative value means the residential tax share is less than the residential assessment share. A positive value means the residential tax share is greater than the residential assessment share. A zero value means the residential tax share equals the residential assessment share.



Source: Derived by Verum Consulting from Alberta Municipal Affairs

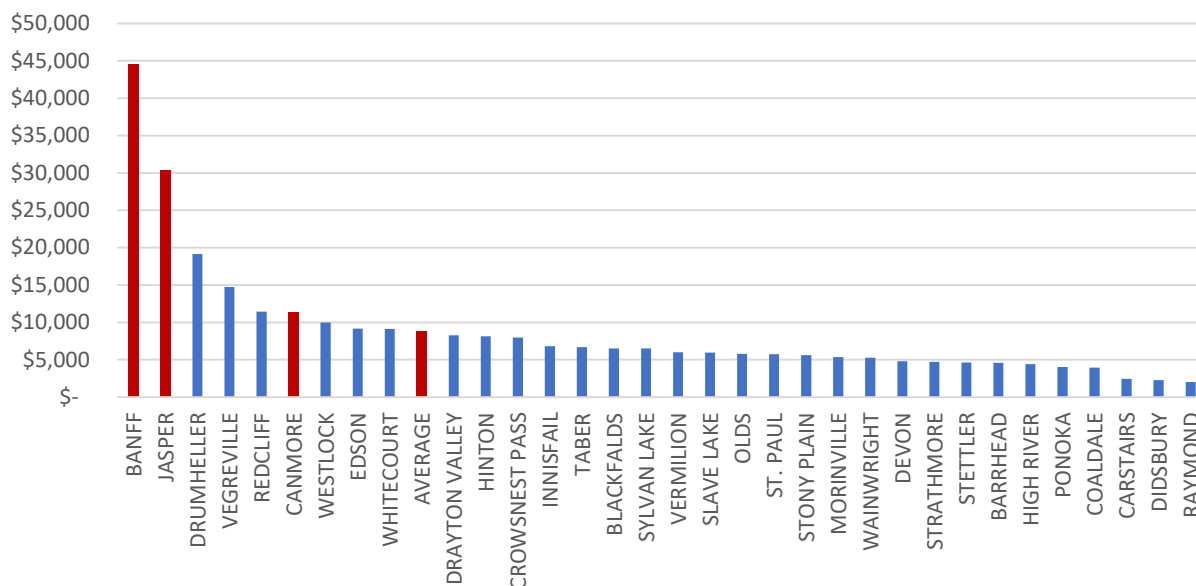
According to Figure 4, all municipalities have a negative residential tax to assessment share gap. However, Banff, Jasper and Canmore have among the largest gaps of all municipalities, which would suggest there is some fiscal capacity available to these municipalities within the residential tax base.

If Banff and Jasper were to target the average residential property taxes per dwelling (similar to Canmore’s ranking), Banff would generate an incremental \$1.5 million, and Jasper would generate an incremental \$1.1 million in residential taxes.

### 3.2 Non-Residential Property Tax Capacity

Figure 5 presents municipal non-residential property taxes per business. The assessment base in this table only includes the non-residential sector, and excludes linear and machinery and equipment, as these assets do not necessarily link directly to a business located in the municipality. As Figure 5 depicts, municipal non-residential taxes per business are the highest in Banff and Jasper, with Canmore also above, but close to, the average.

Figure 5: Non Residential Taxes Per Business

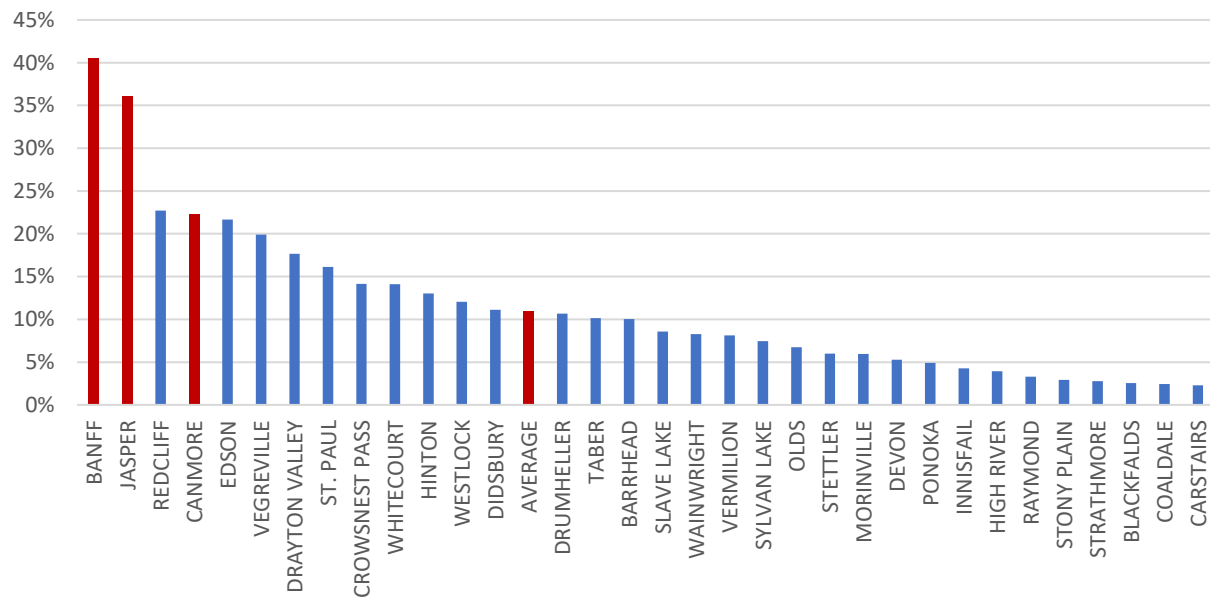


Source: Alberta Municipal Affairs and Govt of Alberta Regional Dashboard.

<https://regionaldashboard.alberta.ca/#/explore-an-indicator?i=number-of-businesses&d=CalculatedValue>

Figure 6 presents the non-residential “tax share to assessment share gap.” Similar to the residential measure, this measure is the difference between the share of municipal non-residential taxes (as a portion of total municipal property taxes) and the share of the non-residential assessment (as a portion of total municipal property assessment). A negative value means the non-residential tax share is less than the non-residential assessment share. A positive value means the non-residential tax share is greater than the non-residential assessment share. Machinery and equipment and linear assessment is included in this analysis, as it is taxed at the non-residential rate. A zero value means the residential tax share equals the residential assessment share.

Figure 6: Non-Residential Tax Share to Assessment Share Gap



Source: Derived by Verum Consulting from Alberta Municipal Affairs

Figure 6 is essentially a mirror of Figure 4 above, and confirms that Banff, Jasper and Canmore have among the highest non-residential tax share to assessment share gap. This would indicate that there is not a significant level of excess fiscal capacity available in the non-residential base in these communities, relative to comparable municipalities in the province.

## 4 Summary and Conclusions

Alberta's tourism based communities of Banff, Jasper and Canmore are confronted with substantial costs associated with providing infrastructure, amenities and services associated with hosting domestic and international visitor populations.

These communities have the highest per capita expenditures of any comparable communities in the province, which are spent on infrastructure, amenities and services geared towards hosting visitor populations. In effect, Banff, Jasper and Canmore spend approximately 43, 32 and 26 per cent of their budgets supporting visitor populations respectively.

All three of these municipalities have limited fiscal capacity to generate additional revenues to support visitor populations, although Banff and Jasper do have some ability to increase residential taxes to be more in line with the average of comparable communities.

What is needed is additional fiscal capacity to support these communities, which contribute \$112 million in provincial taxes annually, and \$2.2 billion in provincial GDP.

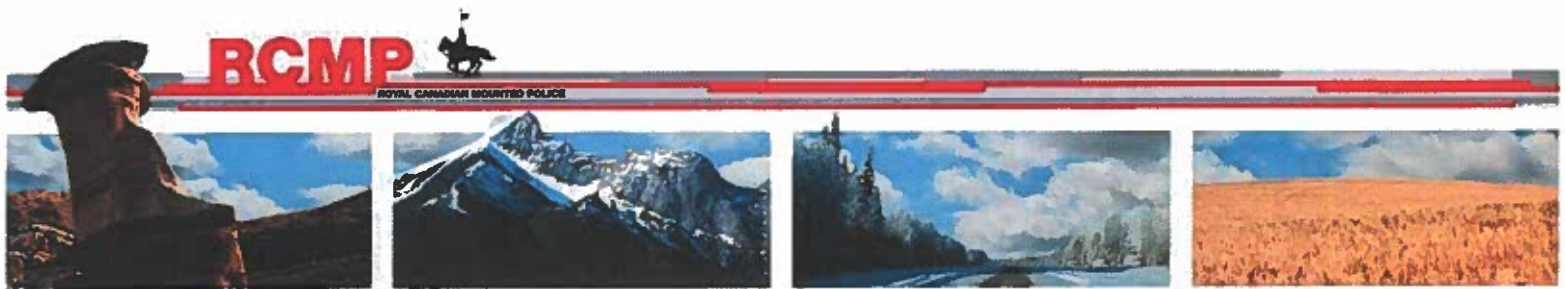


## About Verum Consulting

This report was prepared by Verum Consulting. Verum is a public policy, economics, government affairs, and stakeholder engagement consultancy. We work with a breadth of clients to develop principled, evidence-based policy positions and government and stakeholder engagement strategies that help shape public policy and regulatory design to achieve results. We have experience working with governments at all levels in various jurisdictions across the country.

Verum Consulting is led by Ben Brunnen, Principal & Founder. Ben is an experienced executive leader with a proven track record for developing and advancing successful public policy, economics and government affairs initiatives for over 20 years. Ben has worked in a number of organizations including the Canadian Association of Petroleum Producers, the Calgary Chamber of Commerce, the BC public service, the Canada West Foundation, and as a consultant with associations, Indigenous organizations, municipalities, businesses and academic institutions.

To contact Verum Consulting, visit [www.verumconsulting.ca](http://www.verumconsulting.ca) or reach out to Ben directly at [bbrunnen@verumconsulting.ca](mailto:bbrunnen@verumconsulting.ca) or 403-399-5957.



January 31, 2023

**AGENDA ITEM 4.1**

**Mayor & Council  
Municipality of Jasper  
Jasper, Alberta**

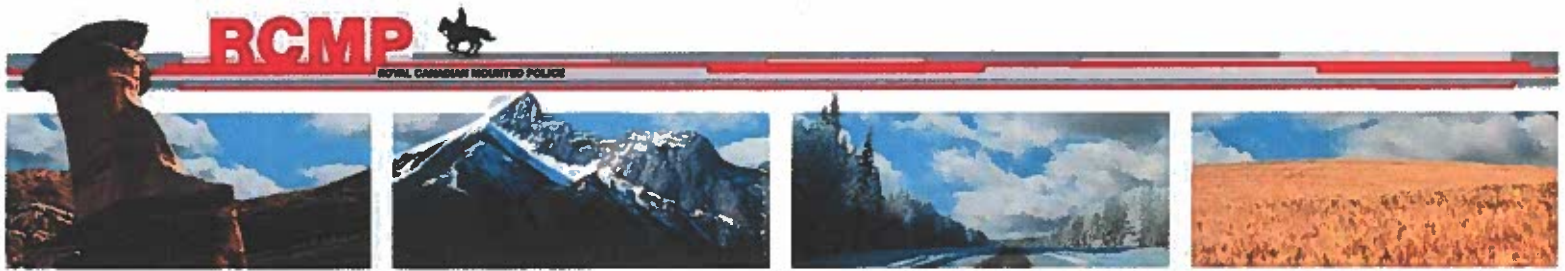
**To Mayor and Council,**

**Please find attached the quarterly Community Policing Report that serves to provide a quarterly snapshot of the human resources, financial data and crime statistics for the Jasper Detachment spanning the October 1<sup>st</sup> to December 31<sup>st</sup>, 2022 reporting period. This report is a key tool to address any questions or concerns you may have, as part of our continued commitment to engage with your leadership team and the constituents you represent.**

**As we embark on 2023, the top priority for the Alberta RCMP remains the safety and security of all Albertans. Thus, this letter and attached appendixes will provide for you an update on our Next Generation 9-1-1 (NG911) upgrades in our Operational Communications Centers (OCC). The Alberta RCMP OCC Program provides response to police emergencies and routine calls for service to approximately 1.3 million citizens of Alberta, including 22 First Nations communities. The OCC provides police dispatch and call-taking services supporting 117 RCMP detachments and several contracted and/or integrated units. Our call-taking services also serve as a Secondary Public Safety Answering Point (PSAP) for Alberta's 9-1-1 system.**

**The Canadian Radio-television and Telecommunications Commission (CRTC) has mandated the replacement of the current Enhanced 9-1-1 service in Canada with NG911. This change will enhance public safety communications in an increasingly wireless society and will fundamentally change 9-1-1 and emergency services operations as it exists today. The evolution of NG911 future improvements are anticipated to include:**

- **9-1-1 Real-time Text (RTT) by Spring 2024.**
- **Further location improvements including the potential addition of azimuth to enhance coordinates, vehicle telematics, and building schematics.**
- **The potential to communicate with 911 operators via video call.**



As early adopters of this transition to NG911, the Alberta RCMP's lead in modernizing public safety communications demonstrates our commitment to the safety and security of all Albertans.

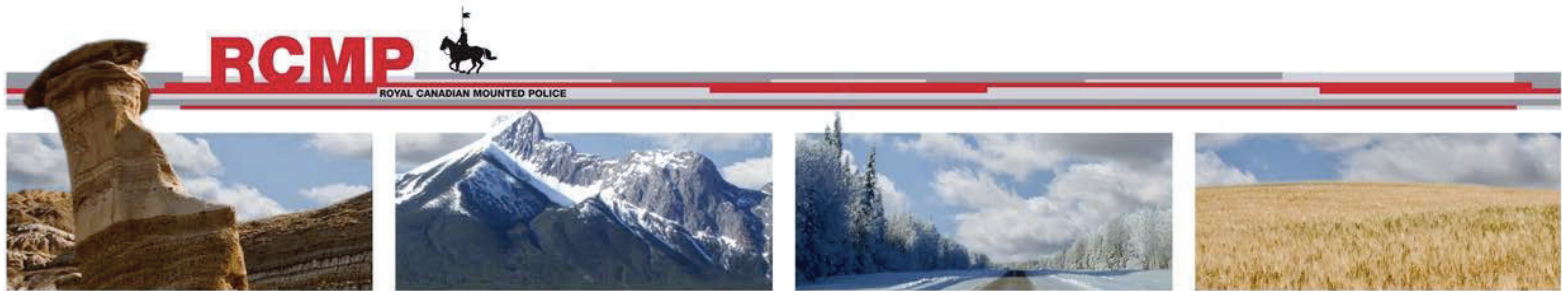
As a further update, we are also getting the process underway for multi-year financial plans for MPSA and PPSA contracts. If you are policed under a MPSA, I will be working directly with you to craft the multi-year financial plan for your community. If you are policed under the Provincial Police Service (communities under 5,000), the Alberta RCMP will be working directly with the Province of Alberta to develop the multi-year financial plan.

The attached reporting along with your valued feedback will help ensure we are meeting your community needs on an ongoing basis. As the Chief of Police for your community, please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Sgt. Rick Bidaisee  
Detachment Commander

Jasper Detachment



## RCMP Provincial Policing Report

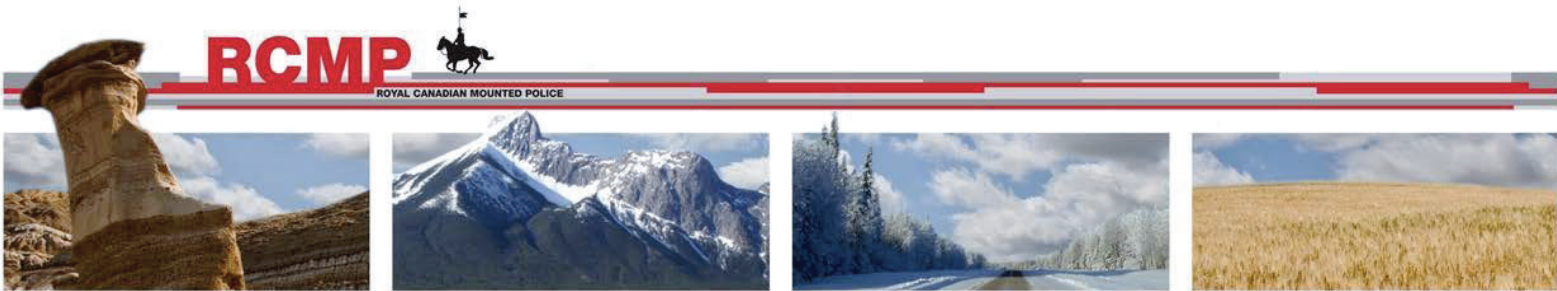
<b>Detachment</b>	Jasper Provincial
<b>Detachment Commander</b>	Sgt. Rick K. Bidaisee
<b>Quarter</b>	Q3
<b>Date of Report</b>	2023-01-31

### Community Consultations

<b>Date</b>	2022-10-06
<b>Meeting Type</b>	Community Connection
<b>Topics Discussed</b>	Education session
<b>Notes/Comments</b>	Attended Ecole Desrochers and Jasper Junior Senior High for their lockdown practice.

<b>Date</b>	2022-11-29
<b>Meeting Type</b>	Meeting with Stakeholder(s)
<b>Topics Discussed</b>	Regular reporting
<b>Notes/Comments</b>	Meeting with representatives of the Jasper Park Chamber of Commerce for the planning of the RCMP Musical Ride coming to Jasper.

<b>Date</b>	2022-12-06
<b>Meeting Type</b>	Community Connection
<b>Topics Discussed</b>	Information sharing
<b>Notes/Comments</b>	Coffee and Conversation with the Jasper RCMP. Presented to members of the community regarding the proposed RCMP Musical Ride in Jasper, staffing at the detachment, types of occurrences in Jasper, Highway traffic patrols.



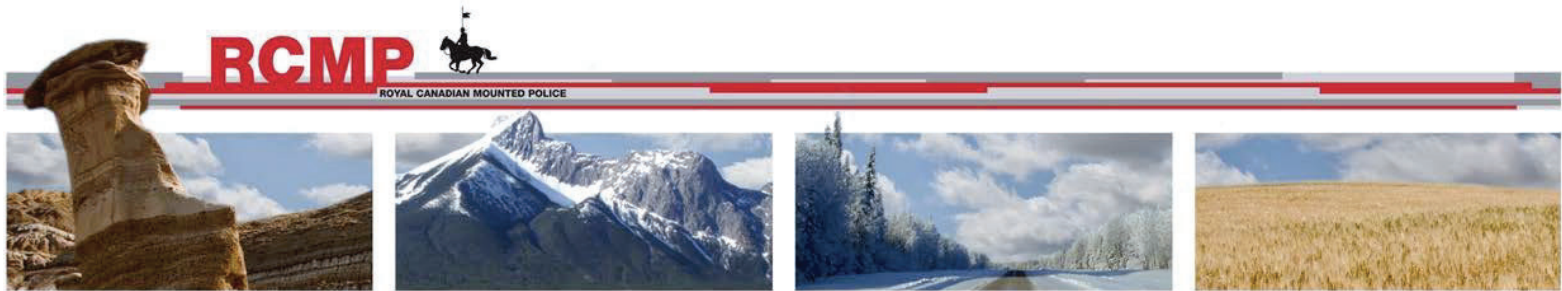
Date	2022-12-14
Meeting Type	Meeting with Stakeholder(s)
Topics Discussed	Annual planning
Notes/Comments	First responders meeting regarding motor vehicle collisions, highway incidents and coordination between services.



## Community Priorities

<b>Priority 1</b>	Crime Reduction
<b>Current Status &amp; Results</b>	<p>Q3 saw an increase in property related crimes as it pertains to catalytic converter thefts. Additionally, the access and breaching of mail boxes and the attempted break and enter to the local post office was also very concerning. The post office investigation resulted in the identification of a suspect through FIS. The investigation continues, however, same confirms the suspicion of travelling criminal elements committing crimes of opportunity and does reflect on our local residents. Reductions in calls for service pertaining to domestic violence was noted in Q3. The community continues to voice their appreciation and acknowledgment for their local RCMP and related emergency services agencies. The Detachment Commander has engaged our Crime Reduction Unit(CRU) which is no cost to Jasper Detachment and will be working with them the next quarter on initiatives.</p>
<b>Priority 2</b>	Traffic
<b>Current Status &amp; Results</b>	<p>The unit continues to experience significant calls for service pertaining to traffic related infractions and collisions. Given that the community and Detachment are situated in a national park, compounded with two major highway corridors transecting the park, therein lies some of the challenges encountered. Policing visibility is the most effective avenue in addressing the majority of the calls for service. A High percentages of calls for service result in the complainants indicating a stronger enforcing presence will definitely aid in addressing most of the issues. Media education does not target the international, national and provincial tourism sector, nor does it target the commercial driving community. The trucking industry plays a significant role in the majority of the related calls for service, especially in the wildlife management corridors with reduced speed limits. The unit responds and addresses the calls for service accordingly. However, looking to the future, the return of a dedicated traffic unit is likely the most viable and effective solution.</p>





## Crime Statistics<sup>1</sup>

The following table provides policing statistics on actual offences within the periods listed. Please see Appendix for additional information and a five-year comparison.

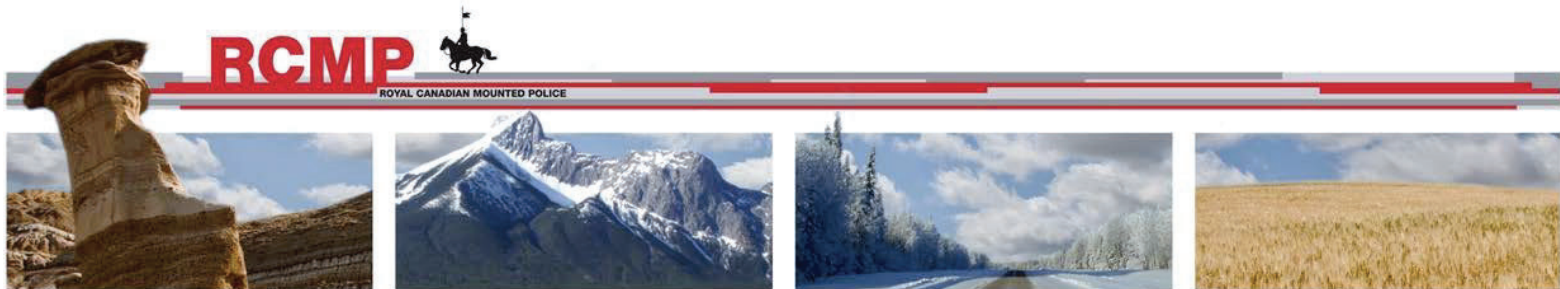
Category	October - December			January - December		
	2021	2022	% Change Year-over-Year	2021	2022	% Change Year-over-Year
<b>Total Criminal Code</b>	96	97	1%	375	447	19%
<i>Persons Crime</i>	35	17	-51%	109	129	18%
<i>Property Crime</i>	49	55	12%	194	221	14%
<i>Other Criminal Code</i>	12	25	108%	72	97	35%
<b>Traffic Offences</b>						
<i>Criminal Code Traffic</i>	13	8	-38%	41	50	22%
<i>Provincial Code Traffic</i>	522	431	-17%	3,169	2,749	-13%
<i>Other Traffic</i>	2	4	100%	3	14	367%
<b>CDSA Offences</b>	2	5	150%	16	17	6%
<b>Other Federal Acts</b>	2	11	450%	23	34	48%
<b>Other Provincial Acts</b>	41	41	0%	169	194	15%
<b>Municipal By-Laws</b>	5	11	120%	50	46	-8%
<b>Motor Vehicle Collisions</b>	52	61	17%	210	234	11%

<sup>1</sup> Data extracted from a live database (PROS) and is subject to change over time.

## Trends/Points of Interest

Hinton Detachment has received a new Mental Health PACT position that will assist neighboring units to address some of the mental health challenges. The Detachment Commander has met with the allocated RCMP officer to determine what assistance can be provided to Jasper Detachment when dealing with local mental health concerns in the community.

The decision by the Crown was made public to not pursue Criminal charges for the Ice Field bus rollover. Jasper members worked closely with RCMP Major Crimes and Occupational Health and Safety.



### Provincial Police Service Composition<sup>2</sup>

Staffing Category	Established Positions	Working	Soft Vacancies <sup>3</sup>	Hard Vacancies <sup>4</sup>
Police Officers	9	9	1	0
Detachment Support	3	3	0	0

<sup>2</sup>Data extracted on December 31, 2022 and is subject to change over time.

<sup>3</sup>Soft Vacancies are positions that are filled but vacant due to maternity/paternity leave, medical leave, etc. and are still included in the overall FTE count.

<sup>4</sup>Hard Vacancies reflect positions that do not have an employee attached and need to be filled.

### Comments

**Police Officers:** Of the nine established positions, nine officers are working and one is on Parental leave. One officer is scheduled to transfer out in March, 2023 as part of a promotion process. Same will result in a soft vacancy at the end of Q4 and the new fiscal year. No hard vacancies at this time.

**Detachment Support:** There are three established positions that are currently filled.

### Quarterly Financial Drivers

We did experience some staffing challenges in Q3, however, the Jasper membership with the assistance of the Hinton Detachment membership worked together to address shift vacancies. Same resulted in higher than normal OT budget overruns for the quarter.





## Jasper Provincial Detachment Crime Statistics (Actual) Q3 (Oct - Dec): 2018 - 2022

All categories contain "Attempted" and/or "Completed"

January 5, 2023

CATEGORY	Trend	2018	2019	2020	2021	2022	% Change 2018 - 2022	% Change 2021 - 2022	Avg File +/- per Year
Offences Related to Death		0	0	0	0	0	N/A	N/A	0.0
Robbery		0	0	0	0	1	N/A	N/A	0.2
Sexual Assaults		5	1	3	0	0	-100%	N/A	-1.1
Other Sexual Offences		1	0	3	0	0	-100%	N/A	-0.2
Assault		24	28	11	27	12	-50%	-56%	-2.5
Kidnapping/Hostage/Abduction		3	0	1	0	0	-100%	N/A	-0.6
Extortion		0	0	0	0	0	N/A	N/A	0.0
Criminal Harassment		3	4	1	4	2	-33%	-50%	-0.2
Uttering Threats		8	6	1	4	2	-75%	-50%	-1.4
<b>TOTAL PERSONS</b>		<b>44</b>	<b>39</b>	<b>20</b>	<b>35</b>	<b>17</b>	<b>-61%</b>	<b>-51%</b>	<b>-5.8</b>
Break & Enter		3	5	4	1	2	-33%	100%	-0.6
Theft of Motor Vehicle		1	2	0	1	2	100%	100%	0.1
Theft Over \$5,000		0	0	0	1	0	N/A	-100%	0.1
Theft Under \$5,000		11	18	6	13	21	91%	62%	1.5
Possn Stn Goods		1	2	4	2	2	100%	0%	0.2
Fraud		11	11	8	16	7	-36%	-56%	-0.3
Arson		0	0	0	0	0	N/A	N/A	0.0
Mischief - Damage To Property		0	9	7	7	9	N/A	29%	1.6
Mischief - Other		16	18	7	8	12	-25%	50%	-1.8
<b>TOTAL PROPERTY</b>		<b>43</b>	<b>65</b>	<b>36</b>	<b>49</b>	<b>55</b>	<b>28%</b>	<b>12%</b>	<b>0.8</b>
Offensive Weapons		3	1	0	0	2	-33%	N/A	-0.3
Disturbing the peace		10	9	7	6	13	30%	117%	0.3
Fail to Comply & Breaches		26	18	8	6	7	-73%	17%	-5.0
<b>OTHER CRIMINAL CODE</b>		<b>5</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>3</b>	<b>-40%</b>	<b>N/A</b>	<b>-0.8</b>
<b>TOTAL OTHER CRIMINAL CODE</b>		<b>44</b>	<b>32</b>	<b>19</b>	<b>12</b>	<b>25</b>	<b>-43%</b>	<b>108%</b>	<b>-5.8</b>
<b>TOTAL CRIMINAL CODE</b>		<b>131</b>	<b>136</b>	<b>75</b>	<b>96</b>	<b>97</b>	<b>-26%</b>	<b>1%</b>	<b>-10.8</b>



## Jasper Provincial Detachment

### Crime Statistics (Actual)

Q3 (Oct - Dec): 2018 - 2022

All categories contain "Attempted" and/or "Completed"

January 5, 2023

CATEGORY	Trend	2018	2019	2020	2021	2022	% Change 2018 - 2022	% Change 2021 - 2022	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		8	4	1	1	3	-63%	200%	-1.3
Drug Enforcement - Trafficking		2	1	1	1	2	0%	100%	0.0
Drug Enforcement - Other		0	0	0	0	0	N/A	N/A	0.0
<b>Total Drugs</b>		<b>10</b>	<b>5</b>	<b>2</b>	<b>2</b>	<b>5</b>	<b>-50%</b>	<b>150%</b>	<b>-1.3</b>
Cannabis Enforcement		1	0	6	0	2	100%	N/A	0.2
Federal - General		4	2	0	0	4	0%	N/A	-0.2
<b>TOTAL FEDERAL</b>		<b>15</b>	<b>7</b>	<b>8</b>	<b>2</b>	<b>11</b>	<b>-27%</b>	<b>450%</b>	<b>-1.3</b>
Liquor Act		7	5	5	5	5	-29%	0%	-0.4
Cannabis Act		4	1	10	4	9	125%	125%	1.3
Mental Health Act		16	13	12	13	7	-56%	-46%	-1.8
Other Provincial Stats		15	18	33	19	20	33%	5%	1.1
<b>Total Provincial Stats</b>		<b>42</b>	<b>37</b>	<b>60</b>	<b>41</b>	<b>41</b>	<b>-2%</b>	<b>0%</b>	<b>0.2</b>
Municipal By-laws Traffic		1	1	0	0	1	0%	N/A	-0.1
Municipal By-laws		11	7	5	5	10	-9%	100%	-0.4
<b>Total Municipal</b>		<b>12</b>	<b>8</b>	<b>5</b>	<b>5</b>	<b>11</b>	<b>-8%</b>	<b>120%</b>	<b>-0.5</b>
Fatals		1	1	0	0	0	-100%	N/A	-0.3
Injury MVC		6	4	7	3	7	17%	133%	0.1
Property Damage MVC (Reportable)		39	40	30	36	42	8%	17%	0.2
Property Damage MVC (Non Reportable)		8	5	8	13	12	50%	-8%	1.6
<b>TOTAL MVC</b>		<b>54</b>	<b>50</b>	<b>45</b>	<b>52</b>	<b>61</b>	<b>13%</b>	<b>17%</b>	<b>1.6</b>
Roadside Suspension - Alcohol (Prov)		N/A	N/A	N/A	N/A	8	N/A	N/A	N/A
Roadside Suspension - Drugs (Prov)		N/A	N/A	N/A	N/A	0	N/A	N/A	N/A
<b>Total Provincial Traffic</b>		<b>354</b>	<b>489</b>	<b>226</b>	<b>522</b>	<b>431</b>	<b>22%</b>	<b>-17%</b>	<b>18.7</b>
<b>Other Traffic</b>		<b>10</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>-60%</b>	<b>100%</b>	<b>-1.3</b>
<b>Criminal Code Traffic</b>		<b>21</b>	<b>14</b>	<b>8</b>	<b>13</b>	<b>8</b>	<b>-62%</b>	<b>-38%</b>	<b>-2.7</b>
<b>Common Police Activities</b>									
False Alarms		10	11	5	9	11	10%	22%	0.0
False/Abandoned 911 Call and 911 Act		23	17	5	9	3	-87%	-67%	-4.8
Suspicious Person/Vehicle/Property		10	16	19	16	22	120%	38%	2.4
Persons Reported Missing		9	5	2	6	4	-56%	-33%	-0.9
Search Warrants		0	0	0	0	0	N/A	N/A	0.0
Spousal Abuse - Survey Code (Reported)		7	16	9	23	7	0%	-70%	0.7
Form 10 (MHA) (Reported)		0	0	1	0	0	N/A	N/A	0.0



## **A. Who we are....**

The Alberta RCMP has two 9-1-1 call taking centres located in Edmonton and Red Deer. Each centre employs 75 highly trained 9-1-1 call taker / dispatchers, responding to police emergency and routine calls. Employees working in RCMP Emergency Communications has successfully completed a mandatory national certification program consisting of 320 hours of facilitator led classroom and another 700 hours of on-the-job training with a Field Coach.

## **B. What we do....**

The RCMP Provincial Operational Communications Centres (OCC) are the secondary answering point for approximately 1.3 million Albertans, and dispatching 117 RCMP detachments/units.

In 2021, we received and processed 236,669 9-1-1 and 361,271 complaint (routine/non-emergency) calls, which equates to about 1,600 calls per day. Approximately 60% of these calls will result in the creation of a police file which will be dispatched to a front-line police officer.

Call takers are tasked with asking numerous questions to ensure an appropriate response. These questions will focus on your/the incident location (exact address expedites the process), what is occurring and who is involved. You can expect questions regarding weapons, alcohol and drugs, to ensure everyone's safety. And don't worry, often while we are continuing to ask questions, we have already dispatched a police officer who is enroute.

## **C. How it happens....**

When you call 9-1-1, you can expect the first response to be "9-1-1 what is your emergency?", followed by "what is your exact location?". At this point dependant upon your response, you may be transferred to the correct emergency service provider (i.e. Police, Fire or Ambulance). You will then be asked a 2<sup>nd</sup> time for your exact location. The more specific you are, will expedite our ability to generate a file for dispatch.

The call taker is generating an electronic file .....

## **D. How you can help....**

1. Know your location. A specific address is always best.
2. Be patient and respond to the questions asked. There is no delay in emergency service response but we must ensure the most appropriate personnel, equipment are enroute to you and make sure everyone is safe.



## **E. What's next....**

The Canadian Radio-television and Telecommunication Commission (CRTC) is the Government of Canada body that regulates telephone and cellular service companies. These companies create networks that make it possible to connect 9-1-1 calls to call centres. These centres then dispatch emergency responders, such as police, firefighters and paramedics.

On March 7, 2019, the CRTC directed that all telecommunication service providers and incumbent local exchange carriers (phone, cable & wireless services) must evolve their current networks to provide Internet Protocol-based capabilities by 2025. The new and improved platform is known as Next Generation 9-1-1 or NG9-1-1.

NG9-1-1 networks and services will allow Canadians access to new, improved and innovative emergency services. The design and related interconnection arrangement of NG9-1-1 networks are secure, reliable, resilient and cost-effective for stakeholders.

## **F. How will NG9-1-1 changes impact me....**

The Next Generation 9-1-1 network and related communications technology will provide emergency service providers with new opportunities to keep the public and field responders safer, while also giving 9-1-1 Emergency Dispatch Centres tools to make them more effective and efficient within their communities.

Some of the improvements that will assist in providing improved and safer service delivery will include, better location accuracy (three-dimensional mapping showing which floor of a high rise etc.); improved crash data (vehicle telematics etc.); real-time video and picture sharing; text with 9-1-1 for the deaf and hard of hearing community; new services such as language assistance/translation services; downlinks to smartphone applications (i.e. medical records etc.); and improved coordinated responses and information sharing amongst emergency service providers.

## **G. To find out more....**

To find out more about Next Generation 9-1-1, you can visit the [CRTC website](#).

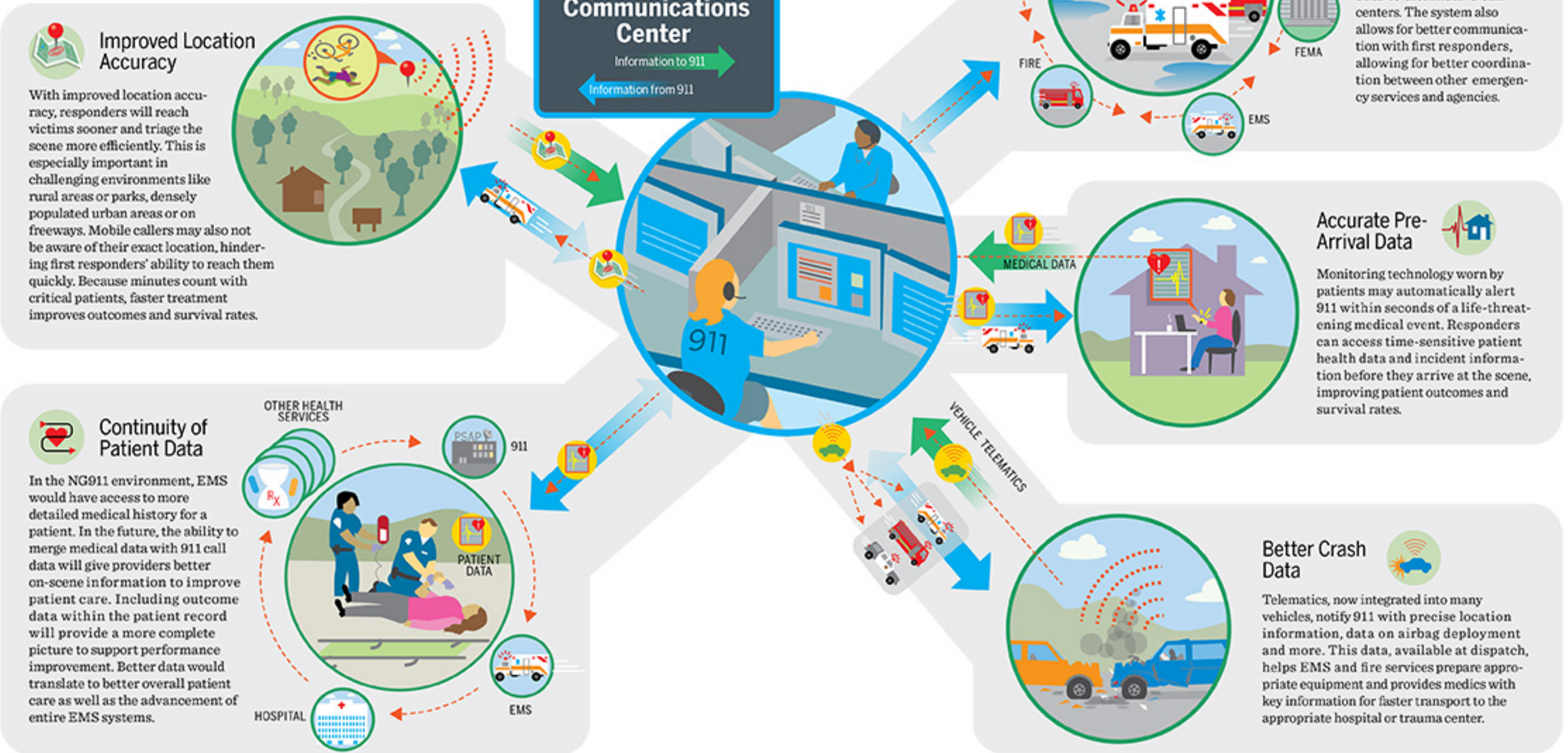
To find out more about RCMP 9-1-1 Call Taking/Dispatch jobs, please visit our [website](#).




# NG911 FOR EMS

## How EMS Benefits from Next Generation 911

Next Generation 911-related technologies will provide new opportunities to keep EMS providers and communities safer. The following scenarios provide a non-technical depiction of how new technologies will provide information leaders need to ensure safe, efficient and effective responses to a variety of incidents.







# Municipality of Jasper Council February 7, 2023

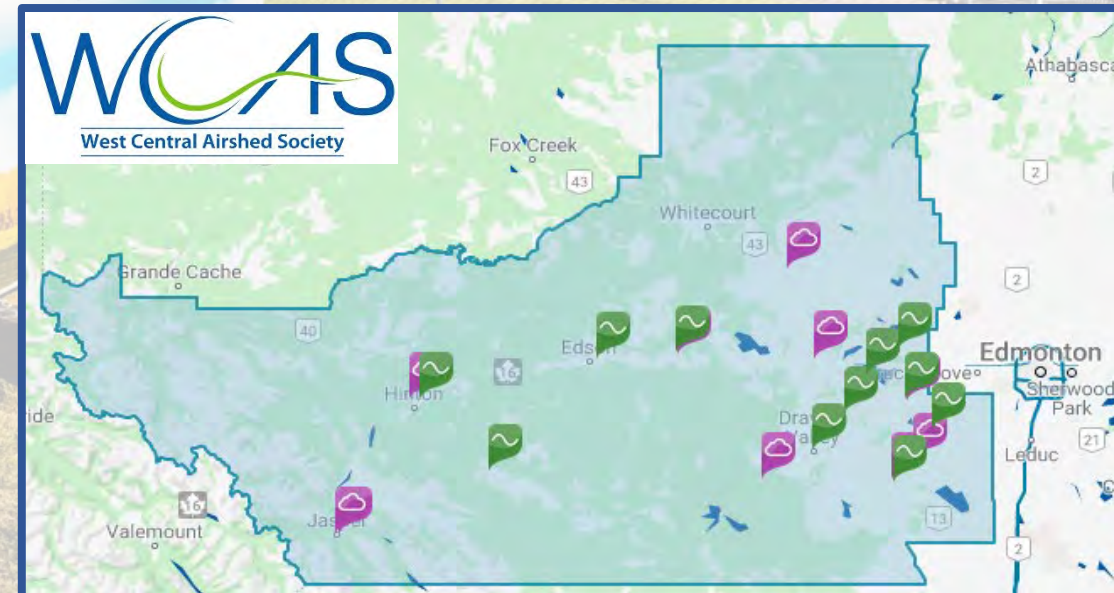


# Presentation Outline

1. Alberta's Airsheds / WCAS
2. What's being monitored
3. Air Quality data
4. Air Quality Health Index
5. Trends in Air Quality
6. Monitoring in Jasper
7. WCAS Membership



- Airsheds are responsible for:
  1. Community-based air quality monitoring, analysis, and reporting
  2. Raising awareness, stakeholder engagement, and education
  3. Providing support for managing air quality
- Airsheds are independent, non-governmental organizations with representation from all stakeholders (government, industry, community)
- There are 10 Airsheds in Alberta with 88 monitoring stations and many more smaller monitoring sites





- Airsheds monitor for air pollutants and meteorological conditions

- Sources of air pollution:

1. Stationary sources – pulp mills, oil and gas, power generation
2. Mobile source – vehicles, rail, planes
3. Area sources – agriculture, gas stations, home heating
4. Natural – vegetation, wildfires, volcanoes

- Monitoring data is used for:

1. Managing Air Quality – Canadian Ambient Air Quality Standards
2. Regulatory compliance – Environmental Protection and Enhancement Act
3. Government and stakeholder planning
4. Air Quality Health Index





# WCAS data is available to all stakeholders



**Real time  
monitoring data**



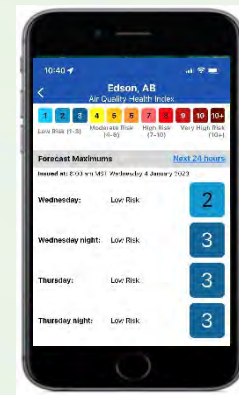
**Monthly Reports**



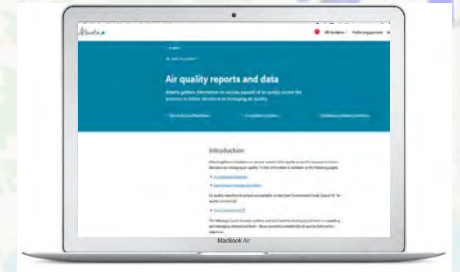
**Airshed social media**



**Airshed Annual Reports**



**Air Quality  
Health Index**



**Historical continuous  
monitoring data**

[airdata.alberta.ca](http://airdata.alberta.ca)



# Trends of Air Quality in Alberta



At ground level, Ozone is a pollutant and a component of smog, affecting human airways and lungs

**Steady, with some increase due to urban smog and wildfires**



Nitrogen dioxide has been linked to respiratory disease and contributes to acid rain

**Several urban areas have seen high numbers, requiring management plans**



Sulphur dioxide reacts in the atmosphere to form sulphuric acid, contributing to acid rain, and has harmful effects on human health

**Trending down, thanks to stricter controls on industrial emissions**



Fine particulates have been linked to many health issues, including lung and heart problems

**Increasing, particularly from wildfires**

# Air Monitoring Around Jasper

## Closest stations (continuous monitoring)

Hinton Hillcrest



Hinton Drinnan

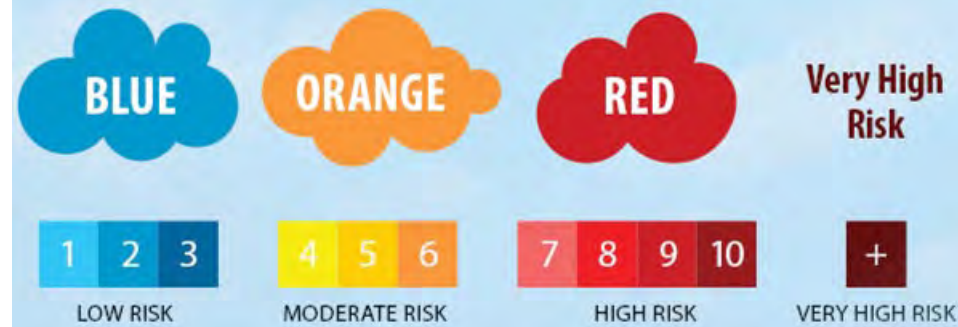


Steeper





# Air Quality Health Index



## 2022 Results

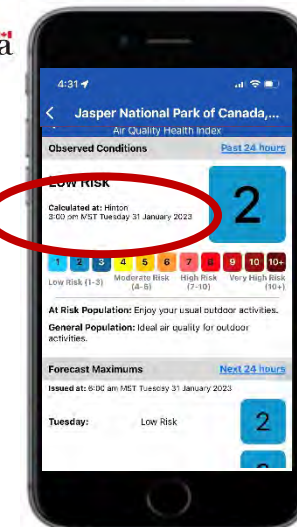
<u>Hinton</u>	<u>Steeper</u>
98.01 %	99.6 %
1.5 %	0.4 %
0.3 %	0.0 %
0.0 %	0.0 %

Health Risk	Air Quality Health Index	Health Messages	
		At Risk Population	General Population
Low Risk	1 – 3	<b>Enjoy</b> your usual outdoor activities.	<b>Ideal</b> air quality for outdoor activities.
Moderate Risk	4 – 6	<b>Consider</b> reducing or rescheduling strenuous activities outdoors if you are experiencing symptoms.	<b>No need to modify</b> your usual outdoor activities unless you experience symptoms such as coughing and throat irritation.
High Risk	7 – 10	<b>Reduce or reschedule</b> strenuous activities outdoors. Children and the elderly should also take it easy.	<b>Consider</b> reducing or rescheduling strenuous activities outdoors if you experience symptoms such as coughing and throat irritation.
Very High Risk	Above 10	<b>Avoid</b> strenuous activities outdoors. Children and the elderly should also avoid outdoor physical exertion.	<b>Reduce or reschedule</b> strenuous activities outdoors, especially if you experience symptoms such as coughing and throat irritation.

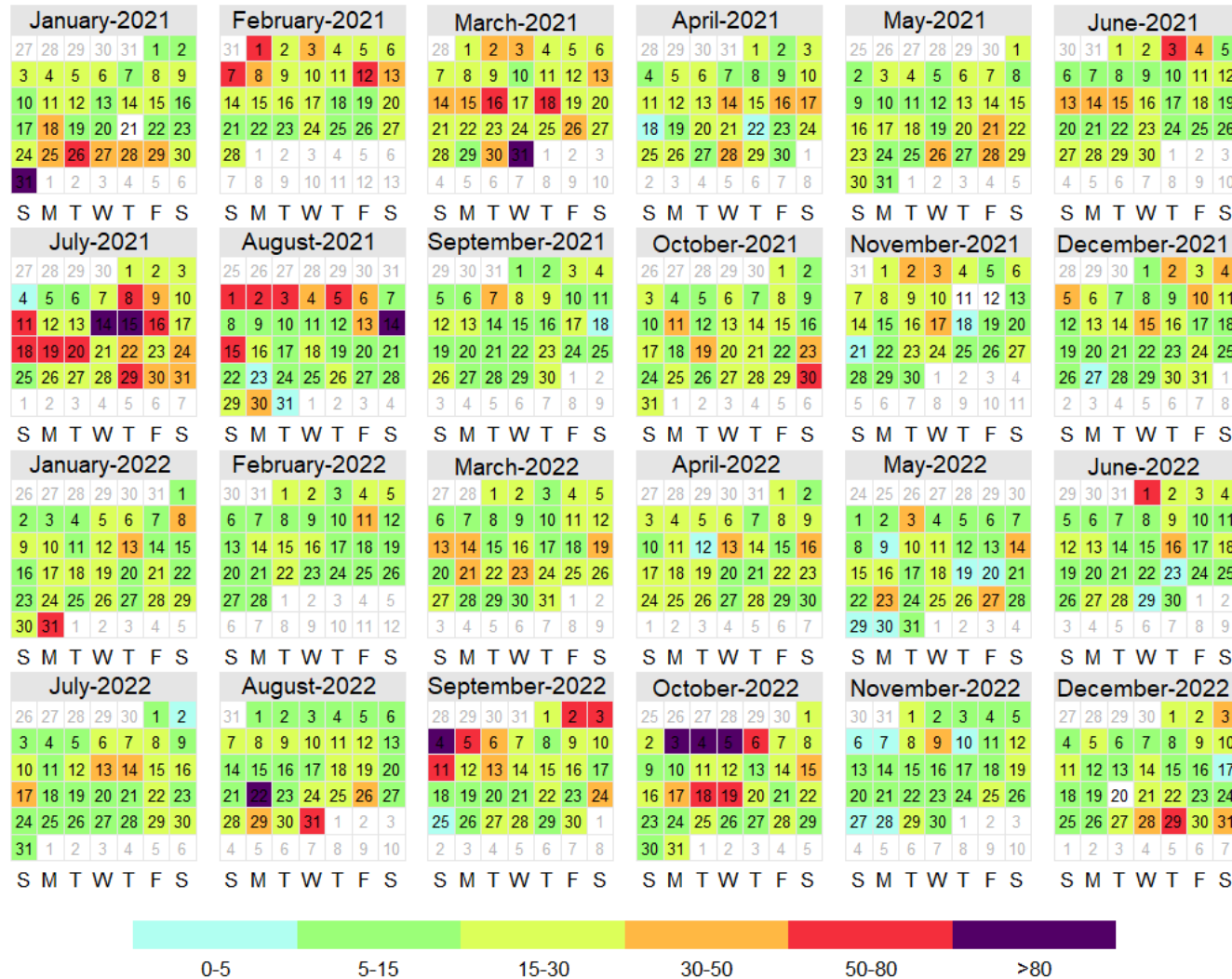
Calculated at Hinton



WeatherCAN  
Env. & Climate Change Canada



# Fine Particulate Matter - Hinton Drinnan Station



**PM<sub>2.5</sub> = airborne solid or liquid particles that are 2.5 microns or less in diameter.**

Primary sources include forest fires, residential wood burning, burning of solid or liquid fossil fuels in motor vehicles, furnaces, boilers, and heaters

Secondary fine particles are created when chemicals react in the atmosphere and grow through particle-particle or gas-particle interactions.

Extensive scientific studies indicate that there can be significant health and environmental effects associated with PM<sub>2.5</sub>. Due to its small particle size, PM<sub>2.5</sub> can travel deeper into the lungs and accumulate in the respiratory system.

*Alberta Environment and Protected Areas*

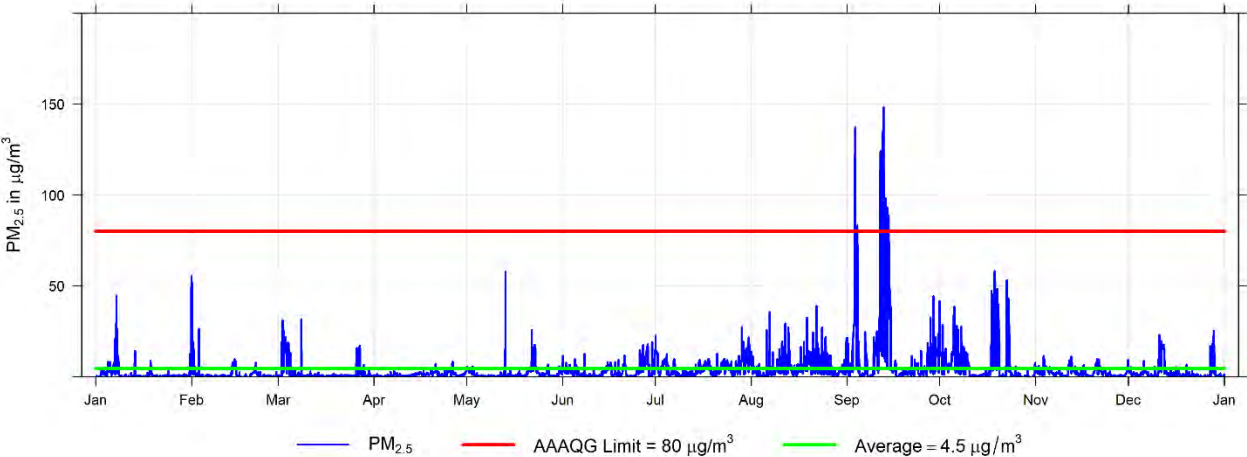
# Air Monitoring In Jasper

Purple Air (low cost sensors)

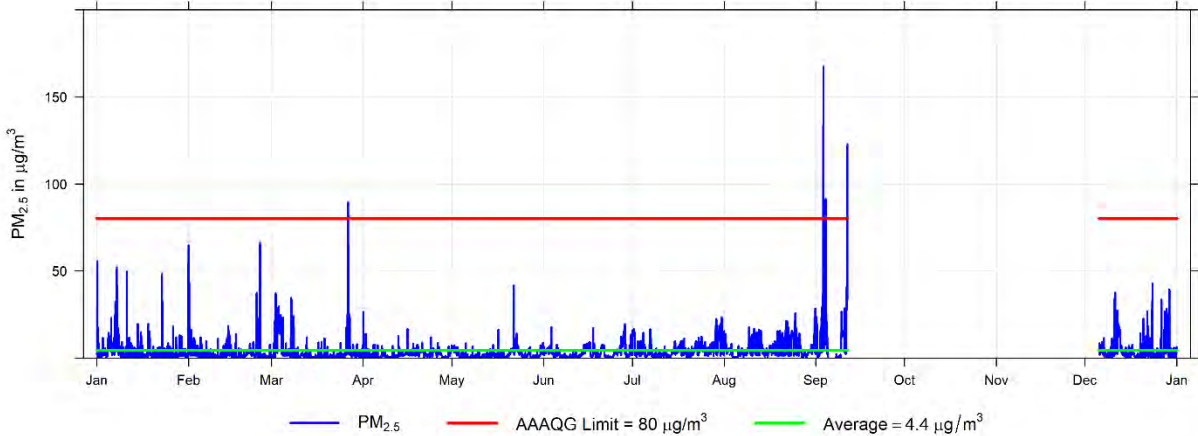
- 1. PM 2.5 – Fine Particulate Matter
- 2. Meteorological (Temperature)



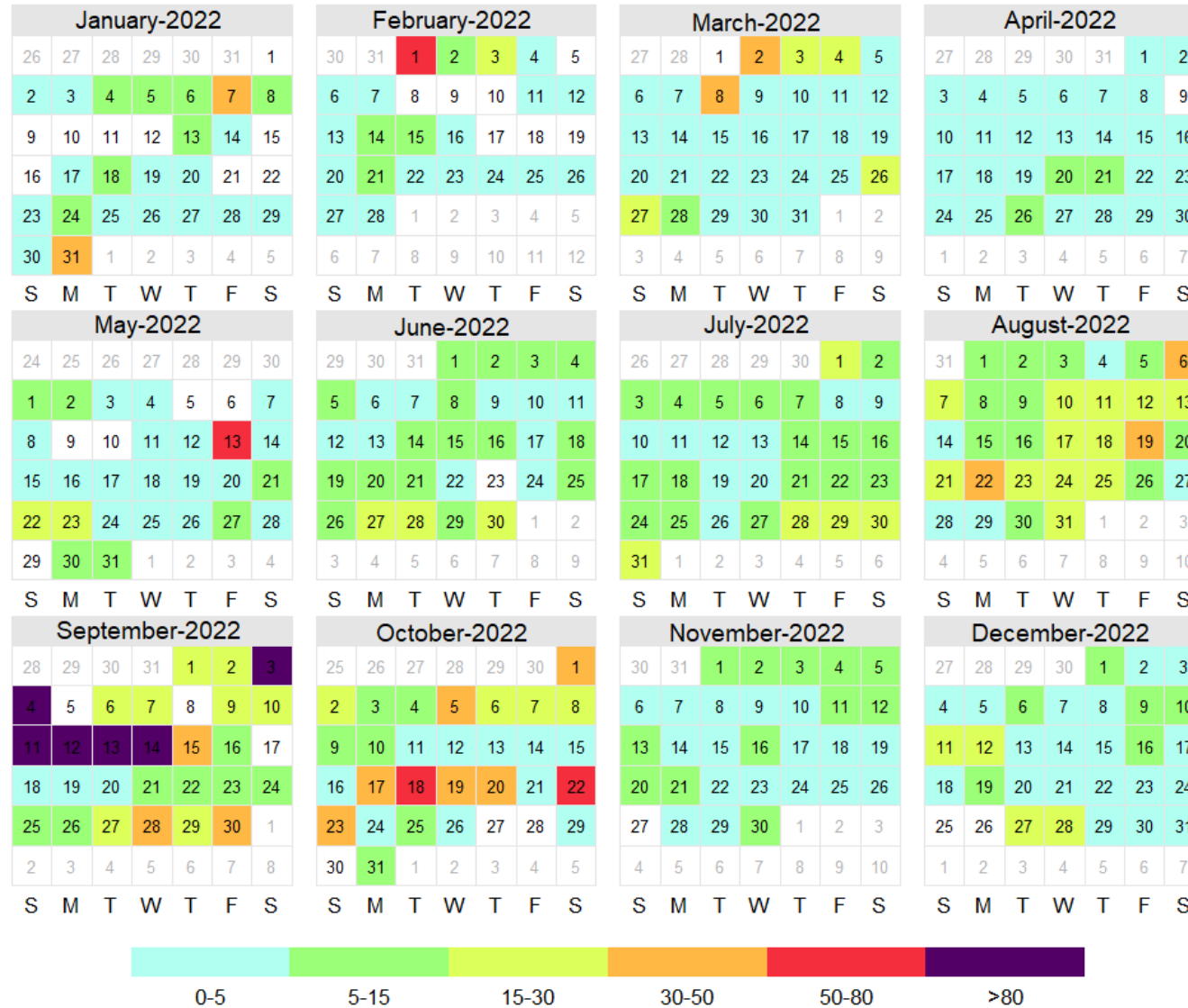
2022 PurpleAir Hourly Concentration Readings of PM<sub>2.5</sub> in  $\mu\text{g}/\text{m}^3$  in Jasper West site



2022 (Sept-Nov missing) PurpleAir Hourly Concentration Readings of PM<sub>2.5</sub> in  $\mu\text{g}/\text{m}^3$  in Jasper East site



# Fine Particulate Matter – Jasper Purple Air Sensors





# WCAS Membership

- Cost is \$1500/year
- WCAS supports its municipal members with air data analysis for planning, response to issues, awareness/outreach, etc.



## MUNICIPAL MEMBERS

Our urban and rural municipalities are valued partners and participate as WCAS members voluntarily.

### Benefits of WCAS Membership

- Support for effective public engagement on air quality and odour issues
- Cost effective solutions for meeting environmental responsibilities
- Access to air quality expertise, especially important for municipalities with limited resources
- Consistent messaging to all residents in the region regarding air quality
- An important connection between air quality and land use planning
- Forum to work with other stakeholders and neighbouring municipalities on air quality issues
- Another connection with regulatory and legislative bodies







THANK YOU FOR THIS OPPORTUNITY  
ANY QUESTIONS?

## AGENDA ITEM 6.1

### REQUEST FOR DECISION

**Subject:** Jasper RCMP Musical Ride 2023 Proposal Response  
**From:** Bill Given, Chief Administrative Officer  
**Prepared by:** Christopher Read, Director of Community Development  
**Reviewed by:** John Greathead, Director of Operations  
Angella Franklin, Recreation Facilities Manager  
**Date:** February 7, 2023



---

#### Recommendation:

- That Council approve hosting the RCMP Musical Ride in Jasper June 19, 2023 and direct administration to provide support to the Jasper Park Chamber of Commerce as described in the attached partnership proposal, as per policy F-104.

#### Alternatives:

- Council decline hosting the RCMP Musical Ride in 2023 and direct administration to investigate opportunities to host in a future year.
- That Council direct administration to amend the partnership proposal and return to a future Committee of the Whole meeting for further discussion.

#### Background:

On January 24, 2023 Committee of the Whole received a presentation from the Jasper Park Chamber of Commerce's organizing committee on hosting the RCMP Musical Ride. The following motion was passed:

"Committee receive the presentation by the Jasper Park Chamber of Commerce for information, and; Committee direct administration to bring a request for decision to the next Regular Council meeting."

The relevant ask has been clarified to the following list, all dollar values high end estimates:

- Facility rentals:
  - Up to 6 days of the Arena floor (~\$9250)
  - Up to 2 days of the "Horseshoe pits" area between the soccer pitch and diamond "a" (~\$1250)
- Stabling in the Arena:
  - setup and takedown, including a thorough cleaning (~\$6000)
  - Repair any infrastructure (boards etc) (expected to be minimal based on the methods used)
- Performance space:
  - Removal and re-install of the horseshoe pits (~\$1000)
  - Rehabilitation of the performance space surface (~\$3000)
  - Repair any infrastructure (sprinklers etc.) (expected to be minimal based on the methods used)
- Project coordination/supervision (\$1000)

Administration estimates that the likely value of this gift-in-kind is approximately \$25,000 and the partnership as proposed would reduce this value to approximately \$15,000. Of this amount \$10,000 of the gift-in-kind is the value of facility rental cost.

**Discussion:**

Administration's research on this opportunity has determined that there is no suitable alternative site in the community for the ride itself, as a result should Council not be supportive of hosting the event at the horseshoe pits area the ride could not be hosted in Jasper.

However, the arena and public parking lot across from the fitness and aquatics centre are capable of hosting the stables as required by the RCMP at little to no threat to other users or the upcoming renovation project. Due to the expected utilization of woodchips in the stables, Administration does not have significant concerns about the creation of dust within the arena.

The stables at the arena will be open to the public during two shows on a school day and RCMP members may engage in outreach activities, all of which will be free of charge. This offers ample opportunities for residents to be a part of a unique event that few communities have the good fortune to experience.

The JPCC organizing committee is equipped with the technical skills and expertise needed to manage the event's logistics, and has already taken steps towards ensuring a successful, appropriate, enjoyable, and inclusive outcome, including reaching out to Parks Canada and indigenous partners. There is a risk that if the JPCC does not recruit enough appropriate volunteers, the municipality would be called on to contribute more staff time – and if that were to occur, our summer operations would be impacted. Administration expects that even in this case the effects would be manageable. For example, schedules for services like mowing or street sweeping schedules may need to be extended for a period of time if operations staff were called on for more than is currently expected.

**Strategic Plan Relevance:**

- Promote and enhance recreational and cultural opportunities and spaces.
- Enable and facilitate events that provide opportunities to increase community connections
- Leverage and create opportunities for greater inclusion
- Recognize the fundamental importance of our tourism economy
- Communicate and engage with residents.
- Welcome the expertise, innovation, creativity and commitment of community members, groups, associations and businesses.
- Ensure residents receive quality service that provides strong value for dollar.

**Inclusion Considerations:**

The Municipal Inclusion Assessment Tool has been applied to this recommendation. Further, this event is planned to be free to attend for both the tours and the performances, in our barrier free facility and public access park.

**Financial:**

This request can be accommodated in the approved 2023 budget with little impact, given the JPCC meets the expected volunteer commitments. The facilities were not planned to be rented during this time, so the 2023 budget does not include this revenue.

**Attachments**

- DRAFT Roles in Writing Partnership Agreement (as per Policy F-104)





## Partnership Roles In Writing (Policy F-104)

### THE PARTNERSHIP:

The Municipality of Jasper, represented by: Christopher Read

AND

The Jasper Park Chamber of Commerce, represented by: Pattie Pavlov

Have agreed to the following partnership as per Policy F-104:

### THE MUNICIPALITY OF JASPER (MOJ) WILL:

1. Provide the following no-cost facility rentals:
  - a. Jasper Arena (floor only) June 16-24, 2023
  - b. Centennial Park extended Horseshoe Pit area, June 18 & 19, 2023
2. Provide equipment and workers as needed to support JPCC volunteers to:
  - a. Install the "Stables" as described in Appendix A
  - b. Establish a marked "Performance Area" as described in Appendix B
  - c. Ensure municipal streets are cleaned during and after the events
3. Provide one point of contact for the JPCC, available for planning and during the event
4. Liaison with the Recreation Facilities Renovation Project as needed

### THE JASPER PARK CHAMBER OF COMMERCE (JPCC) WILL:

1. Liaise with the RCMP, and the RCMP Musical Ride to ensure a safe and successful event
2. Liaise with all sponsors/donors/partners/dignitaries/performers etc
3. Provide volunteers and technical supervision as needed, and all materials needed, to:
  - a. build and equip the "Stables" in the Arena as described in Appendix B
  - b. build and equip the "Performance Area" as described in Appendix B
4. Provide a detailed project budget including all projected revenues and expenses
5. Provide a "damages fund" or other form of security to cover possible damages to municipal facilities/property
6. Hold harmless the MOJ, and provide proof of \$5 Million liability insurance for the event listing the MOJ as an additional insured

### SIGNED:

this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Municipality of Jasper

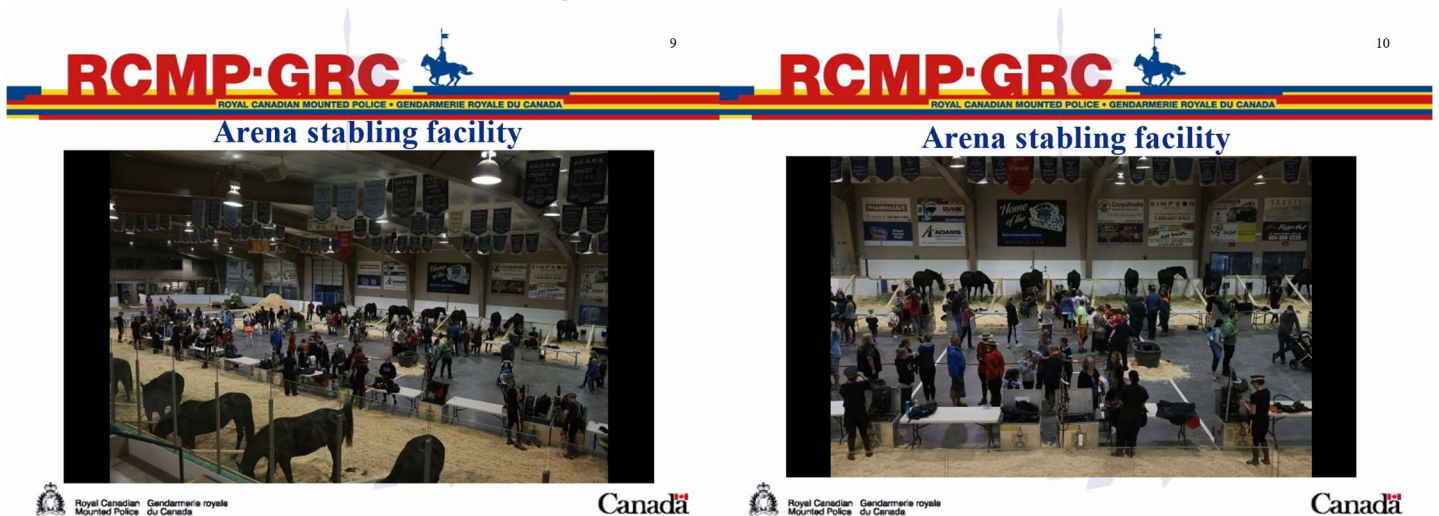
\_\_\_\_\_  
Jasper Park Chamber of Commerce

## Appendix A (ARENA STABLING)

SITE MAP, showing access route and vehicle parking:



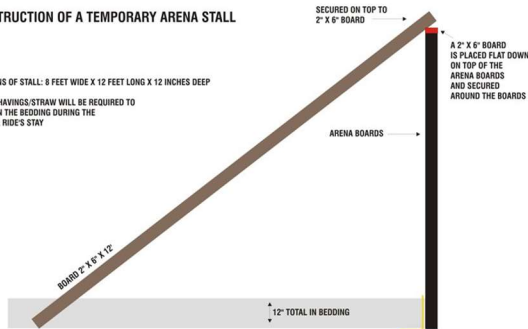
## STABLING PHOTOS, showing details of approved installation:



### CONSTRUCTION OF A TEMPORARY ARENA STALL

DIMENSIONS OF STALL: 8 FEET WIDE X 12 FEET LONG X 12 INCHES DEEP

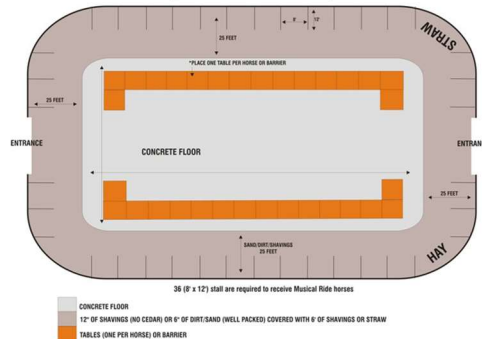
\* EXTRA SHAVINGS/STRAW WILL BE REQUIRED TO MAINTAIN THE BEDDING DURING THE MUSICAL RIDE'S STAY



Bedding Combinations  
A - 12" of shavings  
B - 6" of dirt/sand covered with 6" of shavings  
C - 6" of dirt/sand covered with 6" of straw

4" x 6" of plastic to be taped along boards and floor to prevent dirt and shavings from accumulating under the floor boards (plastic is not required for the entire floor surface)

### TYPICAL ARENA CONVERTED INTO A STABLE FACILITY (TYPICAL ARENA SIZE 185' X 85')



36 (8' x 12') stalls are required to receive Musical Ride horses  
CONCRETE FLOOR  
12" OF SHAVINGS (NO CEDAR) OR 6" OF DIRT/SAND (WELL PACKED) COVERED WITH 6" OF SHAVINGS OR STRAW  
TABLES (ONE PER HORSE) OR BARRIER

## STALL DETAILS:

- Stalls are created with:
  - 2x6 secured around the top boards
  - 2x6x12 diagonally secured on top of the 2x6
  - 8 feet apart
  - corners of the arena are for storage of feed and extra shavings
- Place **12 inches deep of shavings** around for **25 feet from the boards**,
- Add another **6 inches of shavings or straw** from the board to the end of the stalls
- A **plastic sheet** can be used to prevent shavings from accumulating under the floor boards.
- (4 inches up the boards and 6 inches on the floor)
- Shavings must be up to the entrance door for the horses (**Rubber matting** or **plywood anchored** can be an option)
- 30 tables or city barricades** are required for barriers/working stations:
  - to be placed at the edge of SHAVINGS
- Protective glass** around the boards does not have to be removed

## SECURITY:

- 24 hour Stables watch** is provided by the RCMP Musical Ride



## Appendix B (PERFORMANCE AREA)

SITE MAP, showing access route and stage options:



PERFORMANCE AREA DETAILS:





## Outdoor Show Site

120' x 220' cordoned off

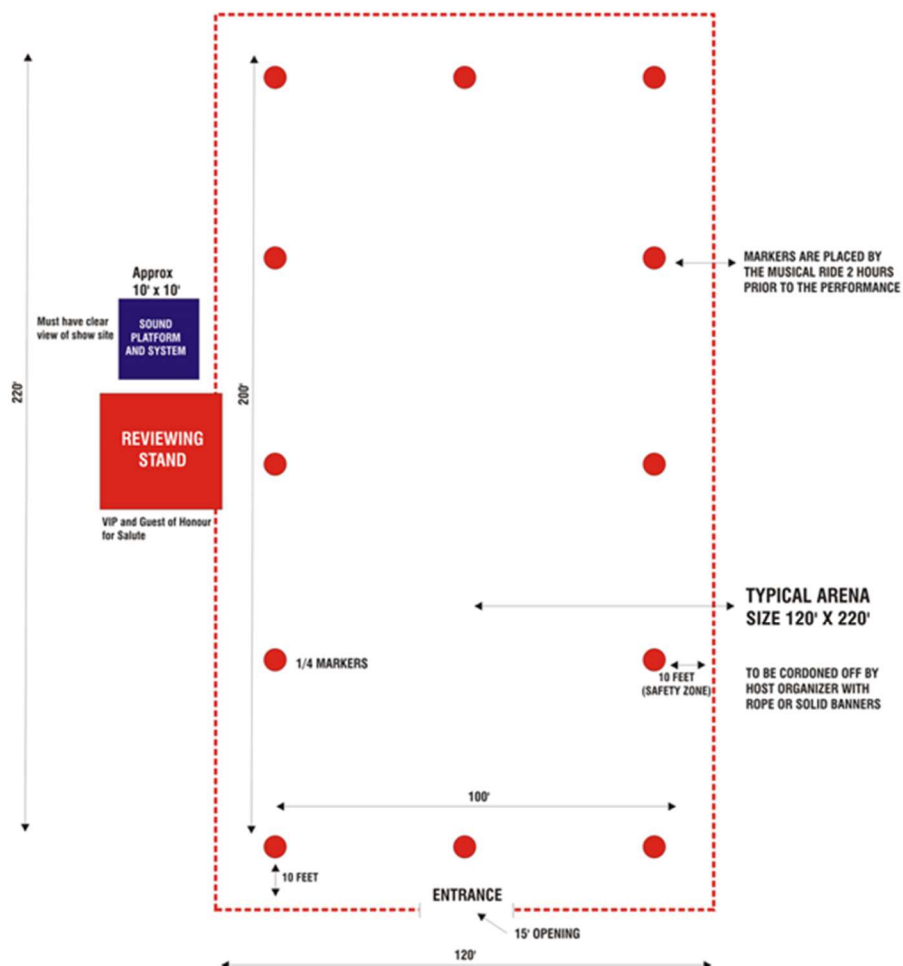
- Grass or dirt surface
- Use yellow nylon rope as a barrier for the public
- Leave an opening of at least 15 feet wide for the entrance
- A path should be kept clear for entrance to the show site
- Show site should be level and clear of any holes, debris, sprinkle heads or obstacles
- Water show site and warm-up site if too dusty (lightly on dirt surface)
- On their arrival date, the sergeant will measure and place cones down for the actual riding area (100X200)



Royal Canadian Mounted Police  
Gendarmerie royale du Canada

Canada

### SAMPLE SHOW SITE





**Certification of Municipality of Jasper  
Bylaw #249  
Supplementary Assessment of Improvements 2023**

I, Alan Fehr, Field Unit Superintendent of Jasper National Park of Canada, pursuant to Article 4.4 of the Agreement for the Establishment of Local Government in the Town of Jasper ("Local Government Agreement") have reviewed the Municipality of Jasper Bylaw # 249, which received its first and second readings on the 17th day of January, 2023 by the Council of the Municipality hereby certify with respect to Bylaw #249 that:

- 1) there are no impacts on the environment, or that any environmental impacts can be appropriately mitigated; and
- 2) there is no encroachment on Canada's authority in the areas of land use planning and development.

Dated at the Town of Jasper, in the Province of Alberta, this 18th day of January, 2023.

Alan Fehr  
Field Unit Superintendent of  
Jasper National Park of Canada



## **MUNICIPALITY OF JASPER BYLAW #249**

### **BEING A BYLAW OF THE SPECIALIZED MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA TO AUTHORIZE THE SUPPLEMENTARY ASSESSMENT OF IMPROVEMENTS FOR THE TAXATION YEAR 2023.**

**WHEREAS** pursuant to the provisions of the *Municipal Government Act* (RSA 2000, cM-26), a municipality may adopt a bylaw authorizing supplementary assessments to be prepared for the purpose of imposing a tax in the same year;

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

#### **1. Citation**

- 1.1 This Bylaw may be cited as the "Supplementary Assessment of Improvements Bylaw 2023".
- 1.2 The Specialized Municipality of Jasper Bylaw #241 "Supplementary Assessment of Improvements Bylaw 2022" is hereby repealed.

#### **2. Definitions**

- 2.1 In this Bylaw:
  - 2.1.1 "*Council*" means the Council of the Specialized Municipality of Jasper;
  - 2.1.2 "*Municipality*" means the Specialized Municipality of Jasper in Jasper National Park in the Province of Alberta;

#### **3. Supplementary Assessment**

- 3.1 Council hereby directs the assessor for the Municipality to prepare supplementary assessments for improvements in the Municipality if such improvements:
  - 3.1.1 are completed in the year in which they are to be taxed;
  - 3.1.2 are occupied during all or any part of the year in which they are to be taxed;  
or
  - 3.1.3 are moved into the Municipality during the year in which they are to be taxed and will not be taxed in that year by another municipality.
- 3.2 The Municipality shall prepare and maintain a supplementary assessment roll within the times and in the manner set out in the *Municipal Government Act* (RSA 2000, cM-26).

#### **4. Severance**

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

## **5. Coming into Force**

5.1 This Bylaw shall come into force and effect on the date of final passing thereof.

**READ** a first time this    day of    2023

**READ** a second time this    day of    2023

**READ** a third time and finally passed this    day of    2023

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Mayor

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Chief Administrative Officer



**Certification of Municipality of Jasper  
Bylaw #250  
Supplementary Tax Bylaw 2023**

I, Alan Fehr, Field Unit Superintendent of Jasper National Park of Canada, pursuant to Article 4.4 of the Agreement for the Establishment of Local Government in the Town of Jasper (“Local Government Agreement”) have reviewed the Municipality of Jasper Bylaw # 250, which received its first and second readings on the 17th day of January, 2023 by the Council of the Municipality hereby certify with respect to Bylaw #250 that:

- 1) there are no impacts on the environment, or that any environmental impacts can be appropriately mitigated; and
- 2) there is no encroachment on Canada’s authority in the areas of land use planning and development.

Dated at the Town of Jasper, in the Province of Alberta, this 18th day of January, 2023.

\_\_\_\_\_  
Alan Fehr  
Field Unit Superintendent of  
Jasper National Park of Canada



## **MUNICIPALITY OF JASPER BYLAW #250**

### **BEING A BYLAW OF THE SPECIALIZED MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA TO AUTHORIZE THE IMPOSITION OF A SUPPLEMENTARY TAX FOR THE TAXATION YEAR 2023.**

**WHEREAS** pursuant to the *Municipal Government Act* (RSA 2000, cM-26), a municipality may authorize the imposition of a supplementary tax;

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

#### **1. Citation**

- 1.1 This Bylaw may be cited as the "Supplementary Tax Bylaw 2023".
- 1.2 The Specialized Municipality of Jasper Bylaw #242 "Supplementary Tax Bylaw 2022" is hereby repealed.

#### **2. Definitions**

- 2.1 In this Bylaw:
  - 2.1.1 "*Council*" means the Council of the Specialized Municipality of Jasper;
  - 2.1.2 "*Chief Administrative Officer*" means the individual duly appointed to that position for the Specialized Municipality of Jasper at any given time and includes any person authorized to act for and in the name of that individual;
  - 2.1.3 "*Municipality*" means the Specialized Municipality of Jasper in Jasper National Park in the Province of Alberta;

#### **3. Supplementary Tax**

- 3.1 Council hereby directs the Chief Administrative Officer to levy on all properties listed on the supplementary tax roll established pursuant to the Municipality's Supplementary Assessment of Improvements Bylaw 2023, taxed at the rate established in the Municipality's Tax Rate Bylaw 2023.

#### **4. Severance**

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

#### **5. Coming into Force**

- 5.1 This bylaw shall come into force and effect on the date of final passing thereof.

**READ** a first time this    day of    2023

**READ** a second time this    day of    2023

**READ** a third time and finally passed this    day of    2023

---

Mayor

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Chief Administrative Officer



**Certification of Municipality of Jasper  
Bylaw #251  
Utility Fees Levy and Collection Bylaw 2023**

I, Alan Fehr, Field Unit Superintendent of Jasper National Park of Canada, pursuant to Article 4.4 of the Agreement for the Establishment of Local Government in the Town of Jasper ("Local Government Agreement") have reviewed the Municipality of Jasper Bylaw # 251, which received its first and second readings on the 17th day of January, 2023 by the Council of the Municipality hereby certify with respect to Bylaw #251 that:

- 1) there are no impacts on the environment, or that any environmental impacts can be appropriately mitigated; and
- 2) there is no encroachment on Canada's authority in the areas of land use planning and development.

Dated at the Town of Jasper, in the Province of Alberta, this 18th day of January, 2023.

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Alan Fehr  
Field Unit Superintendent of  
Jasper National Park of Canada





**MUNICIPALITY OF JASPER  
BYLAW #251**

**BEING A BYLAW OF THE SPECIALIZED MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE LEVYING AND COLLECTION OF FEES FOR THE PROVISION OF WATER, SEWER, SOLID WASTE AND RECYCLING SERVICES IN 2023.**

**WHEREAS** the *Municipal Government Act* (RSA 2000, cM-26) authorizes a municipality to operate a water system as a public utility for the purpose of supplying and distributing water to customers in the Municipality and, subject to Council approval, to customers outside the Municipal boundaries;

**AND WHEREAS** the *Municipal Government Act* authorizes a municipality to pass a bylaw respecting public utilities and services provided by the municipality;

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

**1.0 Citation**

- 1.1 This bylaw may be cited as the "Utility Fees Levy and Collection Bylaw 2023".
- 1.2 This bylaw rescinds Bylaw #243 "Utility Fees Levy and Collection Bylaw 2022".

**2.0 Definitions**

- 2.1 In this bylaw
  - 2.1.1 "apartment building" shall mean a single building comprised of three or more dwelling units, not including secondary suites with shared entrance facilities, where none of the dwelling units are rented or available for rent or occupation for periods less than 30 days;
  - 2.1.2 "apartment unit" shall mean a dwelling unit in an apartment building;
  - 2.1.3 "black water" shall mean de-watered or partially de-watered sludge forming a semi-liquid mass and includes accumulated settled solids deposited in holding tanks, pit latrines, sewage lagoons and septic tanks;
  - 2.1.4 "bulk water" shall mean water obtained from the water system by truck, tanker or similar means, and at such times and locations as may be designated by the CAO;
  - 2.1.5 "chief administrative officer" (CAO) means the chief administrative officer of the Municipality of Jasper or designate;
  - 2.1.6 "dwelling unit" shall mean one or more rooms connected as a separate unit in the same structure and constituting an independent unit for residential occupancy by a household with facilities to sleep, cook and eat, and with its own sanitary facilities;
  - 2.1.7 "community non-profit rate" shall mean the community non-profit rate specified in **Schedule 1** which shall apply to:
    - 2.1.7.1 Parcel R9, Lot 2 (Jasper United Church);
    - 2.1.7.2 Parcel C (St. Mary and St. George's Anglican Church);
    - 2.1.7.3 Block A, Lot 1 (Our Lady of Lourdes Catholic Church);
    - 2.1.7.4 Block 18, Lot 14 (Jasper Lutheran Church);
    - 2.1.7.5 Block 26, Lot 13 (Jasper Pentecostal Church);
    - 2.1.7.6 Block 4, Lots 19-20 (Jasper Baptist Church);
    - 2.1.7.7 Block 5, Lot 4 (Jasper Park Chamber of Commerce, Robson House);
    - 2.1.7.8 Parcel A, Lots 3A and 4A (Jasper-Yellowhead Historical Society);
    - 2.1.7.9 Block 36, Lots 31 and 32 (Jasper Municipal Library);
    - 2.1.7.10 Athabasca Park (Parks Canada Administration Building),
    - 2.1.7.11 Un-surveyed lot known as Parcel U-124 (Friends of Jasper National Park and public washroom building), and
    - 2.1.7.12 Block 5, Lots 5 and 6 (Tourism Jasper Jackman House)
  - 2.1.8 "grey water" shall mean the fouled water supply of residences and businesses, and includes water-carried human wastes;

- 2.1.9 "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 to lots or land parcels held by the Crown;
- 2.1.10 "multi-unit dwelling" means one or more single buildings designed to contain three or more dwelling units not including secondary suites where none of the dwelling units are rented or available for rent or occupation for periods of less than 30 days;
- 2.1.11 "Municipality" shall mean the Municipality of Jasper;
- 2.1.12 "sewer system" shall mean the sanitary sewer system owned and operated by the Municipality and all accessories and appurtenances thereto, and shall include the wastewater treatment plant;
- 2.1.13 "water meter" shall mean a device designated and installed by the Municipality in each water service for the purpose of measuring water volume, and
- 2.1.14 "water system" shall mean the water system owned and operated by the Municipality of Jasper and all accessories and appurtenances thereto.
- 2.1.15 "zone" shall mean a zone established by a planning regime.

### 3.0 Water Rate

- 3.1 Every leaseholder of a lot or land parcel in the Municipality that is connected to the water system shall pay a water charge(s) as shown in **Schedule 1**.
- 3.2 The volume of water consumed will be measured by a water meter.

### 4.0 Combined Water and Sewer Rate

- 4.1 Every leaseholder of a lot or land parcel in the Municipality that is connected to both the water and the sewer systems shall pay a sewage charge(s) as shown in **Schedule 1**. The equivalent combined rate would be the sum of the water rate and the sewage rate.
- 4.2 The volume of sewage is calculated as being equal to the volume of water consumed by that leaseholder. The volume of water consumed will be measured by a water meter.

### 5.0 Sewer Rate (not connected to Municipal water supply)

- 5.1 Every leaseholder of a lot or land parcel in the Municipality that is connected solely to the sewer system shall pay a sewage charge calculated as a percentage of the annual operating cost of the Jasper wastewater treatment plant equal to the volume of sewage that leaseholder contributes to the wastewater treatment plan expressed as a percentage of total flows received at the plant.
- 5.2 Every leaseholder to whom section 5.1 applies shall provide a means approved by the Municipality of measuring the volume in cubic meters of sewage entering the sewer system from the leaseholder's lot or land parcel.

### 6.0 Trucked Waste

- 6.1 Every leaseholder of a lot or land parcel in the Municipality that is not connected to either the water or the sewer system shall pay a sewage charge as per **Schedule 1**:
  - 6.1.1 for each cubic meter of grey water deposited in the sewer system; and
  - 6.1.2 for each cubic meter of black water deposited in the sewer system.
- 6.2 Every leaseholder to whom section 6.1 applies shall establish and maintain a municipal sewage account and the Municipality shall charge the service fee specified in **Schedule 1** for the establishment of the account.

- 6.3 Every leaseholder to whom section 6.1 applies who deposits grey water or black water sewage into the sewer system at any time when a member of the operating staff of is not present at the plant, and whose deposit results in a circumstance requiring the presence of a member of the operating staff, the Municipality shall charge the leaseholder the wastewater treatment plant call-out fees specified in **Schedule 1**.

## 7.0 Bulk Water

- 7.1 Every hauler of bulk water shall pay bulk water fees calculated as the volume of water obtained from the water system multiplied by the water rate specified in section 3.1 except that the minimum invoice for every such hauler shall be as per **Schedule 1** for every billing period during which such hauler purchased bulk water from the Municipality.
- 7.2 Every purchaser of bulk water not having an existing municipal bulk water account shall establish such an account and the Municipality shall charge the service fee specified in **Schedule 1** for the establishment of the account.

## 8.0 Solid Waste

- 8.1 The Municipality shall, with respect to every leaseholder of a lot or parcel located in the Municipality, charge the fees specified in **Schedule 1** for solid waste collection.
- 8.2 In the event the Parks Canada Agency increases the fees charged to the Municipality for the provision of solid waste services, the CAO may increase the fees specified in **Schedule 1** to the extent necessary to recoup those increased costs. The revised fees shall be advertised by the Municipality.
- 8.3 The Municipality shall establish a daily solid-waste collection schedule ensuring that solid waste collection is normally completed no later than 1:00 p.m. of each operating day. If an extra pickup is required on any operating day it shall be subject, in addition to the fees prescribed in section 10.1 herein, to the off-schedule surcharge specified in **Schedule 1**.
- 8.4 Every leaseholder of an institutional lot or parcel in the Municipality shall pay solid waste fees at the commercial rate specified in **Schedule 1** unless such zone or parcel:
- 8.4.1 is listed in section 2.1.7 as subject to the community non-profit rate; or
- 8.4.2 is used solely for residential purposes, in which case solid waste fees shall be levied in accordance with the character of such use; and
- 8.4.3 no water, sewer or solid waste accounts shall be levied in respect of Parcel CA.

## 9.0 Parks Canada Agency

- 9.1 The Parks Canada Agency shall pay water, sewer and solid waste charges on properties it uses and occupies within the Municipality as though it were a leaseholder.
- 9.2 The Municipality shall, in respect to its lots or land parcels in Jasper National Park of Canada outside the Municipality that are not connected to either the water or the sewer system, levy a sewage charge for each cubic meter of sewage deposited in the sewer system calculated at 0.8 multiplied by the per cubic meter trucked waste charge specified in section 6.1.
- 9.3 Occupants of Parks Canada Agency lands zoned "R1", "R2", "R3" or "R4" shall pay the solid waste charges specified in **Schedule 1** unless the Municipality is requested in writing by the Parks Canada Agency to direct such accounts elsewhere.
- 9.4 Parcel GJ shall be exempt from solid waste fees.

## 10.0 Recycling Fee

- 10.1 Every leaseholder of a lot or parcel upon whom the Municipality levies fees for solid waste collection shall also be charged the recycling fee specified in **Schedule 1** which fee shall be contributed to recycling operating budgets.
- 10.2 Every leaseholder referred to in section 10.1 and who is the subject of more than one solid waste account with the Municipality shall pay the recycling fee with respect to each of their solid waste accounts.

## 11.0 Accounts

- 11.1 Accounts shall be rendered to the leaseholder, except that:
- 11.1.1 water charge accounts shall be rendered to the tenants of rental dwelling units upon lands which are zoned R3 in respect to which:
    - 11.1.1.1 each dwelling unit is serviced by an individual water meter;
    - 11.1.1.2 not less than 10 rental dwelling units are located within a single leasehold; and
    - 11.1.1.3 the leaseholder has provided to the Municipality current postal addresses for the tenants of the rental dwelling units and has requested in writing the accounts be sent to those addressed; and
    - 11.1.1.4 the Municipality shall hold the leaseholder fully and entirely responsible for the payment of such accounts in the event the Municipality's reasonable efforts to collect such accounts prove unsuccessful.
  - 11.2 water charge accounts shall be rendered to the tenants of rental dwelling units upon lands which are zoned CV-2, CO, CP, or CN.
- 11.2 Accounts shall be due and payable to the Municipality when rendered. Failure to receive an account shall not affect the liability to pay the account.
- 11.3 Utility Service Charges, shall constitute a debt to the Municipality which may be recovered:
- a. By transferring the Outstanding Balance to the Tax Roll of the property owner, or
  - b. By action in any Court of competent jurisdiction, or
  - c. By distress upon and seizure of the goods and chattels of the person owing such rates or charges wherever they may be found in the Municipality.
- 11.3.1 Utility Service Charges, which are six (6) months in arrears will be transferred to Property Taxes and a \$50.00 Administration fee will be added to the account in the event of a transfer to Property Taxes.
- 11.4 The Municipality may terminate water services to any leaseholder when their municipal utility service charges are in arrears by 60 days or more from the rendering of the account.
- 11.5 When a new account is established the Municipality shall charge the leaseholder the administration fee specified in **Schedule 1** for the establishment of the account.
- 11.6 For any services requested on or after June 1, 2009, a tenant to which section 11.1.2 applies, shall pay the Municipality the non-interest-bearing deposit specified in **Schedule 1**. The deposit shall be:
- 11.6.1 held on deposit by the Municipality for the full period for which services are delivered to the tenant; and
  - 11.6.2 applied to any outstanding service account balance at the conclusion of the full period in which water services are delivered to the depositor or in the event no outstanding account balance exists, returned to the depositor.

## 12.0 Penalties

- 12.1 The penalty for late payment of service accounts shall be 2% per month (26.82% per annum) beginning on the 31<sup>st</sup> day after the rendering of the account.

**13.0 Severance**

13.1 If any section in this bylaw is found by a court of competent jurisdiction 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 on the date of final passing thereof.

**READ** a first time this 17<sup>th</sup> day of January 2023.

**READ** a second time this 17<sup>th</sup> day of January 2023.

**READ** a third and final reading this     day of                      2023.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

Schedule 1

	1-Jan-23	per	per year
GARBAGE			
Garbage Residential In Town	\$65.98	billing	\$395.91
Garbage Commercial In Town	\$350.62	billing	\$2,103.73
Duplex - 1 side/Condo's/Row House	\$52.78	billing	\$316.69
Duplex - Both Sides (G03 x 2)	\$105.56	billing	\$633.38
Garbage S Block - Industrial Park	\$51.56	billing	\$309.37
Community Non-Profit Rate	\$62.44	billing	\$374.66
Garbage Fees - Four Plex (G03 x 4)	\$211.13	billing	\$1,266.76
Additional Garbage Pick-Ups	\$90.84	additional	
Multi-dwelling district lot - apartment building, per apartment	\$29.69	billing	\$178.13
Multi-dwelling district lot - Per multi-unit dwelling	\$51.00	billing	\$306.03
Additional Garbage Pick ups or self dumping	\$23.99	cubic yard	
Commercial off-schedule surcharge per pick up☐	\$23.99	pick up	
Additional pick up of solid waste not stored in solid waste container	\$148.86	hour	
RECYCLING			
Recycle Fee - Residential	\$31.83	billing	\$191.01
Recycle Fee - Non-Residential	\$116.67	billing	\$700.00
Recycle Fee Duplex (RECY01 x 2)	\$63.67	billing	\$382.02
SEWER			
Sewer Consumption (0-35 m3)	\$2.00	cubic meter	
Sewer Consumption (35-65 m3)	\$2.20	cubic meter	
Sewer Consumption (66-500 m3)	\$2.80	cubic meter	
Sewer Consumption (501+ m3)	\$3.45	cubic meter	
Connection <=1"	\$14.05	billing	\$84.31
Connection =1.5"	\$73.07	billing	\$438.44
Connection >1.5"	\$109.61	billing	\$657.65
Capital <=1"	\$31.13	meter/billing	\$186.78
Capital =1.5"	\$155.63	meter/billing	\$933.80
Capital >1.5"	\$276.25	meter/billing	\$1,657.50
Trucked grey water	\$12.24	cubic meter	
Trucked black water	\$19.35	cubic meter	
WW Call out for first 3 hours	\$340.05	1st 3 hrs	
WW Call out for every hour exceeding 3 hours	\$113.35	hr over 3 hrs	
WW Service fee (section 6.2, 7.2)	\$94.46	account	
WATER			
Water Consumption (0-35 m3)	\$0.68	cubic meter	
Water Consumption (35-65 m3)	\$0.70	cubic meter	
Water Consumption (66-500 m3)	\$0.85	cubic meter	
Water Consumption (501+ m3)	\$1.10	cubic meter	
Connection <=1"	\$27.61	billing	\$165.69
Connection =1.5"	\$143.59	billing	\$861.56
Connection >1.5"	\$215.39	billing	\$1,292.35
Capital <=1"	\$41.33	meter/billing	\$247.98
Capital =1.5"	\$206.67	meter/billing	\$1,240.00
Capital >1.5"	\$366.83	meter/billing	\$2,201.00
Bulk Water Minimun (section 7.1)	\$76.76	billing	
Water Service Deposit (section 11.6)	\$200.00	account	
GENERAL			
Administration Fee (section 11.3.1 and 11.5)	\$50.00	transaction	