

O.C. 279 /2001

JUL 24 2001



Province of Alberta
Order in Council

ORDER IN COUNCIL

Approved and ordered:

Lieutenant Governor

The Lieutenant Governor in Council

- (a) forms a specialized municipality having the name "Municipality of Jasper",
- (b) directs that the Municipality of Jasper is composed of the lands described in Appendix A, and
- (c) makes the order in Appendix B,

effective July 20, 2001.

CHAIR

Alberta

For Information only
Recommended by:

Minister of Municipal Affairs

Authority:

Municipal Government Act
(sections 88 and 138)

APPENDIX A

All the lands described herein lying in the Province of Alberta and being situated west of the 5th meridian unless otherwise specified as being west of the 6th meridian.

Township 44: All of fractional range 28;
All of range 1 west of the 6th meridian.

Township 45: All of fractional range 28;
All of ranges 1 and 2 west of the 6th meridian;
In range 3 west of the 6th meridian, all those portions lying north and east of the inter-provincial boundary between Alberta and British Columbia;
In the easterly half of range 4 west of the 6th meridian, all those portions lying north and east of the inter-provincial boundary between Alberta and British Columbia.

Township 46: All of fractional range 28;
All of ranges 1 and 2 west of the 6th meridian;

APPENDIX B

**ORDER RESPECTING SPECIAL PROVISIONS
FOR THE ORGANIZATION AND OPERATION
OF THE MUNICIPALITY OF JASPER**

1 In this Order,

- (a) "Act" means the Municipal Government Act;
- (b) "Agreement" means the agreement set out in Appendix C between Her Majesty the Queen in Right of Canada and the Municipality of Jasper;
- (c) "Council" means the council of the Municipality of Jasper;
- (d) "Federal Minister" means the member of the Queen's Privy Council for Canada designated by the Governor in Council as the minister for the purposes of the National Parks Act (Canada), or that member's delegate;
- (e) "Municipality of Jasper" means the area formerly known as Jasper Improvement District and comprised of the lands described in Appendix A;
- (f) "Provincial Minister" means the Alberta Minister of Municipal Affairs;
- (g) "Town of Jasper" means the area within the Municipality of Jasper that is coterminous with the park community of Jasper as set out in Schedule 4 of the National Parks Act (Canada).

2(1) The Municipality of Jasper is formed to provide for the unique needs of residents living within the boundaries of the lands described in Appendix A.

(2) No amendment may be made to Appendix A without the consent of the Provincial Minister and the Federal Minister.

3 Except where the Agreement provides otherwise, the Municipality of Jasper has

- (a) in the Town of Jasper, the powers and authorities of a town under the Act, and
- (b) in the Municipality of Jasper but outside the Town of Jasper, the powers and authorities formerly exercised by Jasper Improvement

District as set out in Ministerial Orders numbered 373/95, 374/95 and 375/95.

4 The Council may establish different rates of taxation to be applied

- (a) in the Town of Jasper, and
- (b) in the Municipality of Jasper but outside the Town of Jasper

for each assessment class or sub-class referred to in section 297 of the Act.

5(1) The Council may, with the consent of the Provincial Minister and the Federal Minister, amend the Agreement.

(2) No power or authority may be given to the Municipality of Jasper pursuant to an amendment under subsection (1) that exceeds the power and authority conferred on a municipality by the Act or by any other enactment.

(3) The Act and other enactments are modified to the extent necessary to accomplish the intent of the Agreement and this Order.

(4) This Order does not modify or affect any Act of the Government of Canada or any regulation of the Government of Canada.

6(1) After the first general election in the Municipality of Jasper, the Council is to consist of 6 councillors and the chief elected official.

(2) The councillors are to be elected by a vote of the electors of the Municipality of Jasper.

(3) The chief elected official is to be elected in accordance with section 150(1) of the Act.

(4) The following are appointed to serve as members of the Council until the general election referred to in subsection (5):

Richard Ireland, who is to act as the chief elected official
George Andrew
Mike Day
Andy Walker
Gloria Kongsrud
Brenda Zinck
Joe Couture
Robert Leggett

(5) The first general election in the Municipality of Jasper is to be held on October 15, 2001.

7(1) If the Municipality of Jasper is dissolved, the Government of Alberta is liable for any unpaid debts of the Municipality of Jasper.

(2) The Government of Alberta is entitled to recover any amounts paid by it pursuant to subsection (1) by imposing a tax under Part 10 of the Act in respect of property in the Municipality of Jasper.

8(1) Subject to subsection (2), the Town of Jasper is entitled to apply for grants as if it were a town formed under Part 4 of the Act, unless the Agreement provides otherwise.

(2) The Town of Jasper may not apply for a grant from the Government of Alberta for services delivered solely by the Government of Canada.

9 The Municipality of Jasper is entitled to apply for grants relating to the Municipality of Jasper outside the Town of Jasper as if the Municipality were a municipal district formed under Part 4 of the Act, unless the Agreement provides otherwise.

10(1) All Ministerial Orders or Improvement District Orders in effect in Jasper Improvement District continue as if they were bylaws and resolutions of the Council to the extent that they are not inconsistent with this Order, until they are repealed or replaced by the Council.

(2) Any taxes owing to the Provincial Minister in respect of Jasper Improvement District, including any lawful penalties and costs levied in respect of those taxes, are transferred to and payable to the Municipality of Jasper and may be collected and dealt with by the Municipality of Jasper as if it had imposed the taxes.

(3) Subject to the Limitations Act, all rights of action and actions by or against the Crown in right of Alberta for Jasper Improvement District may be continued or maintained by or against the Municipality of Jasper if the cause of the action arose in Jasper Improvement District and relates to the administration by the Provincial Minister of any municipal matter relating solely to Jasper Improvement District.

(4) Any agreement between the Provincial Minister and a person, corporation or municipality that relates to Jasper Improvement District is binding on the Municipality of Jasper, as far as it is practicable, as though the Municipality of Jasper had replaced the Provincial Minister as a party to that agreement.

(5) The Advisory Council of Jasper Improvement District is dissolved effective July 20, 2001.

11 The chair of the Jasper Town Committee is authorized to sign the Agreement on behalf of the Municipality of Jasper, pending the formation of the Municipality of Jasper.

APPENDIX C
AGREEMENT

**AGREEMENT FOR THE ESTABLISHMENT
OF LOCAL GOVERNMENT IN THE TOWN OF JASPER**

Signed by:

**The Honourable Sheila Copps
Minister of Canadian Heritage
June 13, 2001**

**Richard Ireland
Chairman, Jasper Town Committee / Jasper
Improvement District June 25, 2001**

Contents

Agreement for the Establishment of Local Government in the Town of Jasper	9 pp
Schedule A	3 pp
Schedule B	1 pg
Schedule C	4pp
Schedule D	1 pg

Agreement for the Establishment of Local Government in the Town of Jasper

This Agreement Relating to the Formation and Operation of the Municipality of Jasper dated this _____ day of _____ 2001.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Canadian Heritage
(hereinafter referred to as "Canada"
or as "the Minister")

Of The First Part

-and-

THE MUNICIPALITY OF JASPER

Of The Second Part

WHEREAS the Minister and the Municipality of Jasper have agreed to enter into an agreement concerning future management of the park community including local governance, land rent and cost recovery:

AND WHEREAS the Minister and the Jasper Town Committee have agreed that the Jasper Town Committee shall represent the Municipality of Jasper pending its establishment;

AND WHEREAS the residents of the Municipality of Jasper, in Jasper National Park of Canada, have signified their desire for a local government by the establishment of a Specialized Municipality pursuant to the *Municipal Government Act of Alberta*:

AND WHEREAS the Minister is authorized to enter into such an agreement under section 10 of the *Canada National Parks Act*,

AND WHEREAS the Municipality of Jasper acknowledges and agrees that subsection 8(2) of the *Canada National Parks Act* requires that maintenance or restoration of ecological integrity, through the protection of natural resources and natural processes, shall be the first priority of the Minister when considering all aspects of the management of national parks;

AND WHEREAS the parties agree that with respect to local governance in the Municipality of Jasper, the Minister shall solely exercise authority in relation to land use planning and development and exercise control over matters concerning the environment;

NOW THEREFORE, respecting the future management of the Municipality of Jasper, the parties acknowledge and agree as follows:

ARTICLE 1: INTERPRETATION

1.1 In this Agreement:

1.1.1 "Canada National Parks Act" means Statute of Canada 2000', Chapter 32, and regulations thereunder;

Agreement for the Establishment of Local Government in the Town of Jasper

- 1.1.2 "Consumer Price Index" means as defined in Schedule B of this Agreement;
- 1.1.3 "Field Unit Superintendent" means the Superintendent of Jasper National Park of Canada as defined in Section 2(1) of the *Canada National Parks Act*;
- 1.1.4 "Jasper Community Plan" means the plan by that name approved by the Minister, June 2001, pursuant to the *Canada National Parks Act*;
- 1.1.5 "Jasper National Park of Canada Management Plan" means the plan by that name dated May 2000 and subsequent amendments;
- 1.1.6 "Minister" includes any member of the Queen's Privy Council for Canada, designated by the Governor in Council as the minister for purposes of the *Canada National Parks Act*, or her delegate;
- 1.1.7 "*Municipal Government Act*" means S.A. 1994, Chapter M-26, 1;
- 1.1.8 "Municipality of Jasper" means the area described as the Town of Jasper and the area of the former Jasper Improvement District described as all the land lying in the Province of Alberta and being situated west of the 5th meridian unless otherwise specified as being west of the 6th meridian.
- Township 44: All of Range 28; all of range 1 west of the 6th meridian
- Township 45: All of fractional range 28;
All of ranges 1 and 2 west of the 6th meridian;
In Range 3 west of the 6th meridian, all those portions lying north and east of the inter-provincial boundary between Alberta and British Columbia;
In the easterly half of Range 4 west of the 6th meridian, all those portions lying north and east of the interprovincial boundary between Alberta and British Columbia;
- Township 46: All of fractional range 28;
All of ranges 1 and 2 west of the 6th meridian
- 1.1.9 "Park" means Jasper National Park of Canada;
- 1.1.10 "Town of Jasper" means the area within the boundaries as set forth in the approved Jasper Community Plan.
- 1.1.11 "Land use planning and development" means the forecasting, regulation and control of the use and development of buildings and land as defined from time to time under regulations set forth in the *Canada National Parks Act*.
- 1.2 Any reference to a federal or provincial statute or regulation, the Jasper National Park of Canada Management Plan or to the Jasper Community Plan in this Agreement includes all subsequent amendments, revisions, consolidations and substitutions, unless the contrary intention is expressly set forth herein.

ARTICLE 2: BOUNDARIES

- 2.1 The boundaries of the Town of Jasper shall be the boundaries as established in the approved Jasper Community Plan, and when fixed by Order in Council, shall constitute the boundaries of the Town of Jasper, and such boundaries shall not be altered, except in accordance with the *Canada National Parks Act*.

Agreement for the Establishment of Local Government in the Town of Jasper

- 2.2 The boundaries of the Municipality of Jasper are as defined in Section 1.1.8 of this Agreement.

ARTICLE 3: PURPOSES AND OBJECTIVES OF THE MUNICIPALITY OF JASPER

- 3.1 The purposes and objectives of the Municipality of Jasper shall be as follows:
- 3.1.1 to promote and maintain good government within the context of the powers conferred upon it;
 - 3.1.2 to promote and maintain goals and principles consistent with the Jasper National Park of Canada Management Plan and the Jasper Community Plan and;
 - 3.1.3 to promote and maintain the goals and principles of the Jasper Community Vision Statement.

ARTICLE 4: MUNICIPAL POWERS, DUTIES AND FUNCTIONS

- 4.1 Within the Town of Jasper only, the Municipality of Jasper:
- 4.1.1 has all the powers and authorities of a town under the Municipal Government Act except those relating to land use planning, development, annexation and the environment and;
 - 4.1.2 shall have all the rights, obligations, duties, powers and functions as may be delegated to it under the Canada National Parks Act.
- 4.2 Outside the Town of Jasper, the Municipality of Jasper may, exercise only the following authorities, discharge only the following responsibilities and provide only the following services:
- 4.2.1 Culture and Recreational Facilities and Programs;
 - 4.2.2 Family and Community Support Services;
 - 4.2.3 Municipal Library;
 - 4.2.4 Ambulance Services-;
 - 4.2.5 Support for the Jasper Museum;
 - 4.2.6 Structural Fire Protection Services; and
 - 4.2.7 Land Assessment, Tax Collection and Administrative Services only with respect to those services set forth in this section as Items 1 to 6 inclusive.
- 4.3 Respecting matters within the jurisdiction of Canada, the Municipality of Jasper will have no powers of representation for leaseholders outside the Town of Jasper, with respect to the Federal Minister's management, administration, and control of the National Park including any leasehold issues.

Agreement for the Establishment of Local Government in the Town of Jasper

- 4.4 The Field Unit Superintendent, on behalf of the Minister, will review and certify before they come into effect all proposed by-laws, including proposed amendments or repeals, to confirm 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.
- 4.5 No operational policies of the Municipality of Jasper shall take effect unless the Field Unit Superintendent certifies they will have no environmental impact or that the environmental impact can be appropriately mitigated.
- 4.6 The provision of municipal facilities, services and public works by the Municipality of Jasper shall be subject to the rights of the lessees in the Town of Jasper.
- 4.7 Unless otherwise agreed to by the Minister, the right of the Municipality of Jasper to recover tax arrears pursuant to the laws of Alberta shall be restricted to the interest of the taxpayer in the land and improvements subject to taxation, and shall not affect or interfere with the rights of Canada as owner and lessor of the land.
- 4.8 The Municipality of Jasper shall be eligible to make application for all federal and provincial municipal funding programs upon terms and conditions consistent with its authorities and responsibilities.

ARTICLE 5: LAND USE PLANNING AND DEVELOPMENT

- 5.1 Powers in relation to land use planning and development in the Municipality of Jasper shall be exercised solely by the Minister,
- 5.2 Part 17 of the *Municipal Government Act* does not apply to the Municipality of Jasper and the Municipality of Jasper has no authority, responsibilities or liabilities regarding land use planning and development within the Municipality of Jasper.
- 5.3 The Minister shall where applicable, provide opportunities for public participation at the national, regional, and local levels in the development of parks policy and regulations regarding land use planning and development in the Town of Jasper.
- 5.4 The Minister agrees through written agreement with developers, within the Town of Jasper, to require payments of all appropriate off-site levies by the developers to the Municipality of Jasper.

ARTICLE 6: FEDERAL CONTROL RESPECTING LOCAL GOVERNMENT

- 6.1 Every bylaw or resolution of the Municipality of Jasper and every action taken or decision made by the Municipality of Jasper shall not be inconsistent with the *Canada National Parks Act* and regulations thereunder, this Agreement, the Jasper National Park of Canada Management Plan, the Jasper Community Plan, or with any applicable laws, regulations or orders that are in force in the Municipality of Jasper.

Agreement for the Establishment of Local Government in the Town of Jasper

- 6.2 When the Minister is satisfied that the Municipality of Jasper has passed a by-law in respect of subject matter over which the Municipality of Jasper has authority, the Minister will recommend to the Governor in Council that any regulation made under the *Canada National Parks Act*, in respect of that subject matter, be repealed, in whole or in part, in the Park Community of Jasper.
- 6.3 Nothing in this Agreement affects the operation of any regulation made under the *Canada National Parks Act*, until such regulation has been repealed or amended to the extent that it no longer applies to the Municipality of Jasper.
- 6.4 If the Minister is of the opinion that any by-law, resolution, action or decision of the Municipality of Jasper is inconsistent with Article 6.1, Canada may make regulations or take such action it considers appropriate affecting the Municipality of Jasper notwithstanding the by-law, resolution, action or decision of the Municipality of Jasper.
- 6.5 The Minister shall give notice to the Municipality of Jasper of the Minister's intention to take any action pursuant to Article 6.4 and the reasons therefore, not less than sixty (60) days prior to the date on which the proposed action is to take place.

ARTICLE 7: PROPERTY TRANSFER AND PAYMENT

- 7.1 Ownership of all roads and all other public lands in the Municipality of Jasper remains vested in Her Majesty the Queen in Right of Canada.
- 7.2 The Municipality of Jasper, shall have direction, control and management of the roads and of other public lands identified in Schedule A or as determined by the Minister for municipal purposes.
- 7.3 The Municipality of Jasper shall enter into leases, licenses of occupation, or other agreements with the Minister in respect of those lands set forth in Schedule A attached hereto for an annual rent payable to Canada in the sum of \$475,000.00, to be adjusted annually starting in 2003 in accordance with the Consumer Price Index as defined in Schedule B attached hereto, but in no one year to exceed an annual adjustment of 5%. Such rent is payable annually on July 1st.
- 7.4 The Municipality of Jasper shall include in its annual estimates the sum necessary to make the payment described in Article 7.3, which shall be deemed to be a municipal expense for policies and programs for the purposes of the *Municipal Government Act*.
- 7.5 All costs relating to the survey and to the environmental assessments conducted with respect to the issuance of the leases and licenses of occupation referred to in Article 7.3 shall be the responsibility of the Minister.
- 7.6 Subject to Article 7.1, and to the terms and conditions of any applicable lease, license of occupation, or other agreement referred to in Article 7.3, the Municipality of Jasper shall purchase from Canada at a nominal cost, all of Canada's right, title and interest, in and to all fixtures, structures, equipment and works, located on the lands described in such lease, license of occupation or other agreement as well as all of Canada's right, title and interest in and to certain chattels used for municipal facilities, services and public works in the Municipality of Jasper, all of which shall be transferred on an "as is, where is" basis, all of which is more particularly described in Schedule C attached hereto.

Agreement for the Establishment of Local Government in the Town of Jasper

- 7.7 The Municipality of Jasper shall be responsible for all maintenance, repair, upkeep, and other expenses relating to such fixtures, structures, equipment, works and chattels described in Article 7.6, and additions and replacements thereof, as of the date of the purchase.

ARTICLE 8: SEWAGE TREATMENT PLANT

- 8.1 Subject to the provisions of Schedule D attached hereto, the Municipality of Jasper shall construct and operate a sewage treatment plant.

ARTICLE 9- UTILITY FRANCHISES

- 9.1 The Municipality of Jasper shall assume the rights and obligations of Canada arising from utility franchise agreements entered into between Canada and utility suppliers existing as of the date of execution of this agreement insofar as they relate to utilities in the Town of Jasper.
- 9.2 The Municipality of Jasper shall indemnify Canada against any type of claim, demand suit, action, cause of action, cost or other expense caused by an event arising after the date of execution of this agreement, which may be brought or claimed against Canada in respect of the utility franchise agreements.
- 9.3 Canada shall indemnify the Municipality of Jasper against any type of claim, demand suit, action, cause of action, cost or other expense caused by an event arising prior to the date of execution of this agreement, which may be brought or claimed against the Town of Jasper in respect of the utility franchise agreements.

ARTICLE 10: THIRD PARTY LEASES

- 10.1 Subject to amendment to the Lease and License of Occupation Regulations (1991), Canada shall make provision in every new lease, and shall seek to amend each existing residential lease incorporating an eligible resident requirement and each non-residential lease of land in the Town of Jasper, to provide in such leases:
- 10.1.1 for payment of a nominal rent to Canada of ONE (\$1.00) DOLLAR, which amount is deemed to be paid on execution of the lease or amendment agreement; and
- 10.1.2 that, notwithstanding any renewal clause in an existing lease or the payment of the ONE (\$1.00) DOLLAR rent, if:
- 10.1.2.1 the Municipality of Jasper is dissolved;
- 10.1.2.2 the Municipality of Jasper is adjudged by a court of competent jurisdiction as unlawfully levying taxes; or
- 10.1.2.3 the Minister sends notice pursuant to Article 6.5;
- the lessee shall pay an additional annual rent under the lease to Canada in an amount and at such time as is thereafter established by the Minister in accordance with the said regulations.

Agreement for the Establishment of Local Government in the Town of Jasper

- 10.2 The amounts payable under Article 10.1 shall be in addition to any release fee for granting a leasehold interest payable or established pursuant to the Lease and License of Occupation regulations made under the *Canada National Parks Act*.

ARTICLE 11: HUMAN RESOURCES

- 11.1 The Municipality of Jasper acknowledges and agrees that the rights of directly affected Parks Canada Agency employees must be protected.
- 11.2 The Municipality of Jasper agrees to accept voluntary transfer of Parks Canada Agency employees directly affected by the transfer of municipal services. Salaries and benefits received by these employees will be equal to or greater than that received at the time of transfer. An employment guarantee of two years will be provided by the Municipality of Jasper at the time of employee transfer.

ARTICLE 12: FINANCIAL CONTRIBUTIONS

- 12.1 Subject to obtaining the necessary approvals, the Minister agrees to make a contribution of THREE MILLION (\$3,000,000.00) DOLLARS to the Municipality of Jasper to cover costs such as the construction of a fire hall, purchase of a fire truck or other unspecified infrastructure projects at the discretion of the Municipality of Jasper. \$1.4M of the \$3M was paid in March 2001 (receipt of which is hereby acknowledged) and the remaining \$1.6M will be provided on or before April 1st, 2002.
- 12.2 Any obligation imposed on Canada for the commitment or payment of any monies under this Agreement is subject to the *Financial Administration Act*.

ARTICLE 13: DISSOLUTION

- 13.1 In the event that the Municipality of Jasper ceases to exist as a municipal corporation, or is in breach of the terms of this Agreement and the Minister has provided written notice pursuant to Article 6.5:
- 13.1.1 the leases, licenses of occupation, and other agreements between Canada and the Municipality of Jasper acquired pursuant to Article 7.3 shall terminate, and all real and personal assets of the Municipality of Jasper acquired pursuant to Article 7.6, together with all additions to and replacements thereof, shall thereupon be surrendered and transferred to Canada without compensation and free of all liens and encumbrances; and
- 13.1.2 the Minister may recommend to the Governor in Council, that all regulations repealed or amended, with respect to the Town of Jasper, including any amendments to the rental provisions set forth in the Lease and License of Occupation Regulations (1991), be again made applicable to the Town of Jasper.

ARTICLE 14: MISCELLANEOUS

- 14.1 Unless otherwise agreed, any dispute between the Minister and the Municipality of Jasper in respect of their respective jurisdictions, related to this Agreement, shall be resolved in a court of competent jurisdiction.
- 14.2 Nothing in this Agreement affects the operation of any regulation made under the *Canada National Parks Act*.

Agreement for the Establishment of Local Government in the Town of Jasper

- 14.3 The Municipality of Jasper may enter into agreements with other entities for the provision of services outside the Municipality of Jasper and for payment for the provision of such services.
- 14.4 Each of the parties hereto will do such further acts and deeds as may be necessary to carry out the intent of this Agreement. Such other matters as may be deemed necessary, or convenient, by the parties for the implementation of this Agreement, or for matters related or incidental thereto, shall, from time to time, be included as addenda to this Agreement.
- 14.5 The parties hereto agree that no agency relationship is created, or intended to be created, between Canada and the Municipality of Jasper by virtue of the provisions of this Agreement.
- 14.6 The Municipality of Jasper and Canada may enter into such other agreements as they may mutually agree upon.
- 14.7 Canada and the Municipality of Jasper shall mutually indemnify each other from and against any type of claim, demand, suit, action, cause of action, cost or other expenses which may be brought or claimed against either party hereto by a third party by reason of any act or omission by either party in the exercise or purported exercise of the rights and duties set out in this Agreement.
- 14.8 Any notice required to be given may be sent by registered mail, facsimile or other electronic message which provides a hard copy, postage or charges prepaid, addressed to the party for whom it is intended, in the case of Canada, to:

The Superintendent of Jasper National Park of Canada
Box 10
Jasper, AB
TOE 1 E0

and in the case of the Municipality of Jasper, to:

The Municipality of Jasper
Box 520
Jasper, AB
TOE 1E0

The above offices and addresses may be changed from time to time by written notice of change of office and address to the other party.

- 14.9 No member of the House of Commons of Canada will be entitled to any share or part of this Agreement or to any benefit to arise therefrom.

Agreement for the Establishment of Local Government in the Town of Jasper


ARTICLE 15: COMING INTO EFFECT

- 15.1 This Agreement becomes effective subject to article 15.2, upon ratification of the execution of this agreement on behalf of the Municipality of Jasper by a majority vote of the eligible electors thereof.
- 15.2 The provisions of 4.1.2 take effect April 1, 2002.
- 15.3 The provisions of 4.1.1 become effective upon fulfillment of the conditions in 15.1.
- 15.4 Notwithstanding this Agreement or any provision hereof taking effect, any financial obligation imposed on Canada shall be of no force or effect unless and until approved by the Treasury Board of Canada.

IN WITNESS WHEREOF the Honorable Sheila Copps, Minister of Canadian Heritage, on behalf of Canada, and the duly authorized representative of the Municipality of Jasper, have hereunto set their hands.

SIGNED on behalf of the
Government of Canada by
the Honorable Sheila Copps
Minister of Canadian Heritage

)
)
)
)



MINISTER OF CANADIAN HERITAGE

SIGNED on behalf of the
The Municipality of Jasper
by Richard Ireland
Chairman, Jasper Town Committee

)
)
)



MUNICIPALITY OF JASPER

Schedule A

The Town of Jasper shall enter into leases, licences of occupation, access permits, bill of sale or other agreements with the Minister in respect to those lands set forth in this schedule for an annual amount identified in Section 7.3 of the agreement.

1. Works Compound

Approximately 14,000 sq. metre portion of land at or near the Jasper National Compound site, including the land for the animal kennel and utility service area.

2. Emergency Services Facilities

3.

Block 6 Lots 10 and 11 that comprise the lots on which the fire hall and associated parking are situated.

3. Transportation Services

All streets, lanes, sidewalks, curbs in the townsite, the approximate lengths of which are:

Streets: 46.5 kilometres

Lanes: 6.0 kilometres

Sidewalks: 24.5 kilometres

4. Environmental Treatment Services

All land associated with the operation of the storm sewer system, the water supply system, the sewage collection and treatment system and, within the town foot print, the solid waste disposal system.

5. Cemetery

Lands comprising the Jasper park Cemetery which includes approximately 1.62 hectares (approximately 4 acres) in part of Section 22 Township 45 Range 1 West of the 6th Meridian including approximately 2800 square metres of parking lot and access road.

6. **Parkettes**

The inventory is comprised of the following parcels:

- (i) Block 40 Lot 19 (Cabin Creek Parkette)
- (ii) Block 41 Lot 23 (Cabin Creek Parkette)
- (iii) Block 40 Lot 27 (Cabin Creek Walkway)

7. **Parks**

The inventory is comprised of the following lands:

- (i) R1 1 (The Bowling Green)

8. **Parking Lots**

The inventory is comprised of the following parcels:

- (i) Block 8 Lots 8 & 9 (Atha B" Parking Lot)
- (ii) Block 6 Lots 12-15 and Part Closed Road Firehall Parking Lot, except for 6 stalls for Parks Staff Use)
- (iii) Unsurveyed Parking Lot on Closed Road by CIBC
- (iv) That portion of Parcel FR west of the Old CN Crew Building EXCEPT for that strip of public parking stalls abutting the Connaught Drive side
- (v) Astoria parking Lot (East side of Connaught Drive in Block 5)
- (vi) Block 3 Lots 12 - 15 (Centennial Parking Lot)
- (vii) Amethyst/IGA Parking Lot (East side of Connaught Drive by Block 1)
- (viii) Closed Road (Hazel Avenue) Unsurveyed Parking for McCreedy Centre & United Church

9. **Other Lots & Parcels**

The inventory is comprised of the following unsurveyed parcels:

- (i) Block 39 Lot 12 Reserve behind Stone Mountain
- (ii) Block 39 Lot 5 Reserve between housing on NW Cabin Creek Drive
- (iii) Block 39 Lot 2 Reserve between housing on NW Cabin Creek Drive
- (iv) Cabin Creek riparian green space, except for behind Patricia Place- CV 1
- (v) Block 44 Mobile Home Subdivision Reserve
- (vi) Snipes Hill - between Lodgepole St. and Willow Ave behind Block 45
- (vii) Green Area behind CV1 and CV2 to Connaught Dr and the CNR RoW

- (viii) Walkway on north side of lane Block 12 and Block 25 (Nettle Hales' Walkway)
- (ix) Unsurveyed Green Areas between Connaught Dr and town boundary on the east side of Connaught Dr., except for the identified residential reserves and the Old Rescue Building
- (x) Parcel R7 (Green space in front of the Superintendents House)
- (xi) Parcel R8 (Proposed resurvey for Emergency Services Facility)
- (xii) Unsurveyed Walkway between R7 and R8
- (xiii) Block 36 Lots 31 & 32 (Library land)
- (xiv) Parcel CA (AMA building lands)
- (xv) Unsurveyed Green Area between Catholic Church and the road to Pyramid Lake
- (xvi) Unsurveyed Green Areas behind the Aspen Garden rental units and the road to Pyramid Lake
- (xvii) Block 101 Lot 15 Road and Grass Shoulder
- (xviii) Block 101 Lot 16 Road and Grass Shoulder
- (xix) Block 102 Lot 15 Road and Grass Shoulder
- (xx) Block 102 Lot 16 Road and Grass Shoulder
- (xxi) Green space between parcel CL and 93A access road
- (xxii) Unsurveyed green area between the Cabin Creek riparian right of way and the back of lots 28 to 59 in the trailer park.
- (xxiii) Reserve land including the walk way northerly of Block 38 and abutting the cabin creek riparian right of way.
- (xxiv) Unsurveyed green space behind Block 38 and abutting to the Cabin Creek Riparian Right of Way and the CN right of way.

10. Access Roads

Access Road to Jasper Park Cemetery and the lands used as a parking lot
 Access Road to the Water Reservoir and facility operations
 Access Road to the well sites
 Access road to the sewage treatment plant

11. Jasper Snow Dump

A portion of N.W. 1/4 sec. 4Tp 45 R1 W6 and the access road to this site.

Schedule D
Annual Rent Payable

April 1, 2002 to March 31, 2003	\$475,000
April 1, 2003 to March 31, 2004	$\$475,000 + (\$475,000 \times \text{2002 CPI})$
April 1, 2004 to March 31, 2005	Previous year rent + (Previous year rent X average CPI of previous 2 years)
April 1, 2005 to March 31, 2006	Previous year rent + (Previous year rent X average CPI of previous 3 years)
April 1, 2006 to March 31, 2007	Previous year rent + (Previous year rent X average CPI of previous 4 years)
All future years	Previous year rent + (Previous year rent X average CPI of previous 5 years)

CPI: Consumer Price Index is defined as the all Canada, all-items annual consumer price index for the period January 1 to December 31 as published by Statistics Canada up to a maximum of 5% per year.

SCHEDULE C

tures, structures and equipment to be purchased for a nominal cost by the Town of Jasper from Canada to be used for municipal facilities, services and public works.

1.0 Highways Equipment and Related Assets

Unit Description	Make	Purpose	Year
710 Grader	Champion	Roads	1982
Rubber Tire Backhoe	John Deere	Water/Sewer	1999
Tandem Truck	International	Roads	1993
Garbage Truck	International	Garbage Transfer	1990
Garbage Truck	International	Garbage Transfer	1992
Sander Insert		Road Sander	
3 Snow Boxes (Slide in)		Snow Removal	

2.0 Fire Services

Description	Make	Model	Year
840 gpm Pump Truck	International	1810B	1978
2000 gpm Pump Truck	Superior		1992
Rescue Vehicle	GMC	3500	1992
Fire Chief s vehicle	Jeep	Cherokee	1998

2.1 Other Related Equipment

All fire fighting material, office furniture, equipment and supplies contained within the Fire Department Building, except those owned by the Volunteer Fire Fighters Association.

2.2 Buildings

The fire department building.

3.0 Water Utilities

3.1 Equipment

Description	Make	Model	Year
3/4 Ton Truck	GMC	2500 Sierra	1992
2 Ton truck	GMC	1500 Sierra	1991
2 Ton Van	GMC	Astro	1984
Sewage Flusher Unit	Aqua Tech	SJ-2000	1965
16' Utility Trailer	JNP built		2000
Ground Thawing Unit	Ground Hog		1998
Cement Mixer	Power	Portable	1970
Snowblower - 8HP	Craftsman	C-950	1990

3.2 Water Service

All supply lines and related operational elements including:

Supply Lines	30.5 kilometres
Services	1200 (approximately)
Hydrants	117
Water meters	1200 (approximately)

3.3 Buildings, Reservoir, Wells and Pumps

All on site equipment and buildings at the pump and reservoir locations necessary for the provision of water services will be past to the town:

3 Water wells	Fort Point
Water treatment equipment and chlorinator	Fort Point
Utility buildings and equipment	Cabin Lake
Utility lab	Compound Area
7000 cu.m Storage Reservoir	Cabin Lake

3.4 Other Water Related Equipment

All tools and inventory of stock to maintain and operate the water system.

3.5 Heating Plant

Land and building on Cabin Creek Road.

4.0 Waste Water Collection and Treatment

4.1 Sewage Service

All carrying lines and related operational elements:

Carry lines	22.8 km of pipe
Manholes	261
Services	1200 (approximately)

4.2 Buildings, Lagoons and Equipment

Three sewage lift stations at these locations and all related operational equipment:

- #6 - Patricia Place - Cabin Creek West/Aspen Ave.
- 47 - Stone Mountain entrance across from 1136 Cabin Creek Drive
- #1 - Connaught Drive East - across from Mountain Esso

Facilities include those listed below and all related operations equipment to supply service:

- Sewer Lagoon
- Sewer Treatment Building
- Sewer Lagoon Building

4.3 Other Sewer Related Equipment

All tools and inventory of stock to maintain and operate the sewage system.

4.4 Storm Sewer

The storm sewer system comprised of five separate systems with an inventory which can be described, more or less as follows: 9.4 kilometres of mains, catch basins and manholes.

4.5 Buildings

Utility storage and office building located in the compound area.

5.0 - Grounds**5.1 Equipment**

Description	Make	Model	Year
1 Ton Truck	GMC	3500	1993
3/4 Truck	GMC	2500	1988
Compact Truck	GMC	Serria S 10	1984
Trailer Tilt Deck JNP			
Motor Vehicle Trailer JNP			
Mobile Radio			
Lawn Mower (2)	John Deere	420	
Portable radio	Motorola	MT- 1000	
Turf Sweeper	Toro	44055	
Broom Attachment	John Deere		
Generator	Briggs		
Sod Cutter	Ryan		
Roto Tiller	Ariens		
Chain Saw	Husquavara		
String Trimmer(2)	Husquavara	255L	
String Trimmer(1)	Husquavara	120	
Roto Tiller	Ariens		
Turf edger	McClean		
Turf Edger	Toro		
Push Mowers (parts)			
Push Mowers	Toro		
Shredder	Royer	120	
Tractor	John Deere	855	1987

5.2 Other Related Equipment and Supplies

All tools, irrigation system and inventory of stock to maintain and operate the grounds crew.

6.0 Animal Control

New animal control facility located in the compound yard, S10 truck and related equipment to provide domestic animal control.

7.0 Cemetery

Gardener storage shed and other improvements located on site in part of Section 22 Township 45 range 1 West of the 6th meridian.

JUL 26 2001