

TOWN OF CANMORE
AGENDA
Regular Meeting of Council
Electronic Attendance Only
Tuesday, June 7, 2022 at 9:00 a.m.

Times are estimates only.

PUBLIC QUESTION PERIOD – Before meeting is called to order

- 9:00 – 9:05 **A. CALL TO ORDER AND APPROVAL OF AGENDA**
 1. Land Acknowledgement
 2. Agenda for the June 7, 2022 Regular Meeting of Council
- B. PUBLIC HEARINGS – None**
- 9:05 – 9:20 **C. DELEGATIONS**
 1. Bow Valley Clean Air Society
 Request: That Council direct administration to implement a closed-door
 bylaw from approximately early September to early June.
- 9:20 **D. APPROVAL OF MINUTES**
 1. Minutes of the May 3, 2022 Regular Meeting of Council
- 9:20 – 9:35 **E. BUSINESS ARISING FROM THE MINUTES**
 1. Bow Valley Primary Care Network Request (verbal report)
 Request: That Council consider providing a qualified Town of Canmore staff
 member with relevant experience to participate on a local committee to
 identify retention and recruitment strategy for primary care providers.

 Council may:
 a. refer the request to administration or a committee for further research,
 review and recommendation,
 b. accept the request as information only, or
 c. make a decision on the request.
- 9:35 – 10:05 2. Paid Parking Monthly Passes
 Recommendation: That Council receive this report as information.
- 10:05 – 10:35 **F. UNFINISHED BUSINESS**
 1. Council Strategic Plan 2023-2026
 Recommendation: That Council approve the 2023-2026 Strategic Plan.
- 10:35 – 10:50 **Meeting Break**

- G. BYLAW APPROVAL**
- 10:50 – 10:55 **1. Heliport Monitoring Committee Bylaw Amending Bylaw (2022-15)**
Recommendations: That Council
- give first reading to the Heliport Monitoring Committee Establishment Amending Bylaw (2022-15);
 - give second reading to the Heliport Monitoring Committee Establishment Amending Bylaw (2022-15); and
 - give third reading to the Heliport Monitoring Committee Establishment Amending Bylaw (2022-15).
- H. NEW BUSINESS**
- 10:55 – 11:05 **1. Appointment of Canmore’s Downtown Business Improvement Association (BIA) Board of Directors**
Recommendation: That Council appoint Jereme Arsenault, Stephen Pearson and Tory Kendall to the Downtown BIA Board of Directors.
- 11:05 – 11:10 **2. Canmore Library Board Membership Update**
Recommendation: That Council revoke the appointment of Councillor Mah as an alternate member on the Canmore Library Board.
- 11:10 – 11:25 **3. Boulder Facility – Scope and Budget Amendments**
Recommendations: That Council recommend approval of scope change and re-allocation of capital funds as follows:
- Transfer \$150,000 from CAP 7189 Bus Barn Expansion to CAP 7206 Quarry Lake Transportation Management as follows:
 - \$100,000 GreenTrip
 - \$50,000 MSI
 - After the transfer of funds above, close out CAP 7189.
- 11:25 – 11:55 **4. Land and Property Rights Tribunal Decisions Re. Smith Creek and Three Sisters Village Area Structure Plans**
Recommendation: That Council
- a. Direct Administration to bring the Smith Creek and Three Sisters Village Area Structure Plan bylaws to Council for approval, as ordered on the Town by the Land and Property Rights Tribunal;
- OR**
- b. Direct Administration to apply for permission to appeal Land and Property Rights Tribunal decisions LPRT2022/MG0671 and LPRT2022/MG0673 to the Alberta Court of Appeal.
- I. REPORTS FROM ADMINISTRATION – None**
- J. NOTICES OF MOTION – None**
- K. IN CAMERA – None**
- 11:55 **L. ADJOURNMENT**

Summary of Findings in Support of a Closed Door By-law in Canmore
Prepared by the Bow Valley Clean Air Society (BVCAS)
www.bowcleanair.org
April 20, 2022

Recommendation:

Direct Administration to Implement a Closed Door By-law from approximately early September to early June.

Summary:

We estimate the greenhouse gas emissions associated with open doors on Canmore's Main Street to be about 32 tonnes/yr. This is equivalent to about 563 GJ/year or approximately the GHG emissions from 53 return passenger flights from Calgary to Toronto. From a financial perspective, this is about \$5600 of wasted energy a year.

The above numbers were based on surveys conducted on Main Street only when outside temperatures ranged from -5C to +15C. The number of open doors on any given day was correlated to outside temperature. Calculations were then conducted based on doors being open from 10 am to 6 pm to determine air flow, heat loss and GHGs emitted due to the open doors. The above estimates do not include GHGs from shops that are not on Main Street or at temperatures less than -5C (we did not collect data below -5C). They also do not include heat loss due to wind effects (the analysis only considered natural draft through open doors). Given that there are shops that prop their doors open at lower temperatures or that are not on Main Street or that keep their doors open longer than 8 hours per day, we expect that the total GHG emissions from all open shop doors in Canmore to be considerably higher than we calculate in this report.

Banff is currently going through the process of implementing a similar closed door by-law that would be in effect from Thanksgiving to May 1 of each year. This appears to be based on a cutoff when outside temperatures are less than about +6C on average. We are proposing a wider range of months than Banff. Our analysis shows that as outside temperatures increase, the energy loss per door goes down as expected; however, because there are many more doors open as outside temperatures increase, the overall energy loss is still significant up to 15C. As such, we are proposing that a closed door ban be in effect when temperatures are at or colder than 15C or from approximately early June to early September. 15 deg C is also the temperature recommended by closethedoor.org.uk (<http://www.closesthe-door.org.uk/about-us/faqs/>).

The GHGs associated with energy loss from an open door can be completely avoided by simply having shops close their doors. We believe the best way for this to happen is with a by-law. We say this because in the past, BVCAS has attempted to convince shops to close their doors with limited success (see Appendix for a description of what our efforts have been in the past).

Getting shops to close their doors during colder weather would also help negate any perception that Canmore does not take climate change seriously. Allowing shops to prop their doors open is inconsistent with Canmore's Climate Action Plan.

It is also worth noting that if all Canmore businesses kept their doors closed, no individual shop would be gaining the perceived “advertising” advantage of an open door.

Methodology

- From Mar 3 to Mar 23, 2022, we conducted 11 surveys along 8 St (Main Street) and 10 St logging the number of open shop doors. We conducted a 12th survey on a cold day on Apr 12. Data on that day matched previous data.
- Temperatures ranged from -5 C to +15.
- Surveys were done in the early afternoon.
- For purposes of calculating heat loss, the inside temperature of shops was assumed to be maintained at 18C.
- Using data from the number of open doors as they correlate to ambient temperatures, we were able to extrapolate to a full year basis. I.e. we were able to add up the number of hours in a year and the associated temperature for each of those hours. We only included hours over the period that most shops are open, namely between 10 am and 6 pm. Many shops are open longer.
- We then calculated the air flow due to natural draft through a typical open door.
- We combined the air flow data with the ambient temperature, with the hours that doors were open and with the total number of open doors to calculate the energy lost over the a year. From the energy loss calculations, we then calculated the GHGs being wasted due to a year of open doors. The year we looked at was from Apr 13 2021 to Apr 12 2022.

Results and Discussion:

Over the course of the 11 surveys, there were 184 incidences of open doors. On Main Street only there were 155 incidences of open doors. Unless otherwise noted, the following graphs and discussion are for Main Street only:

Figure 1

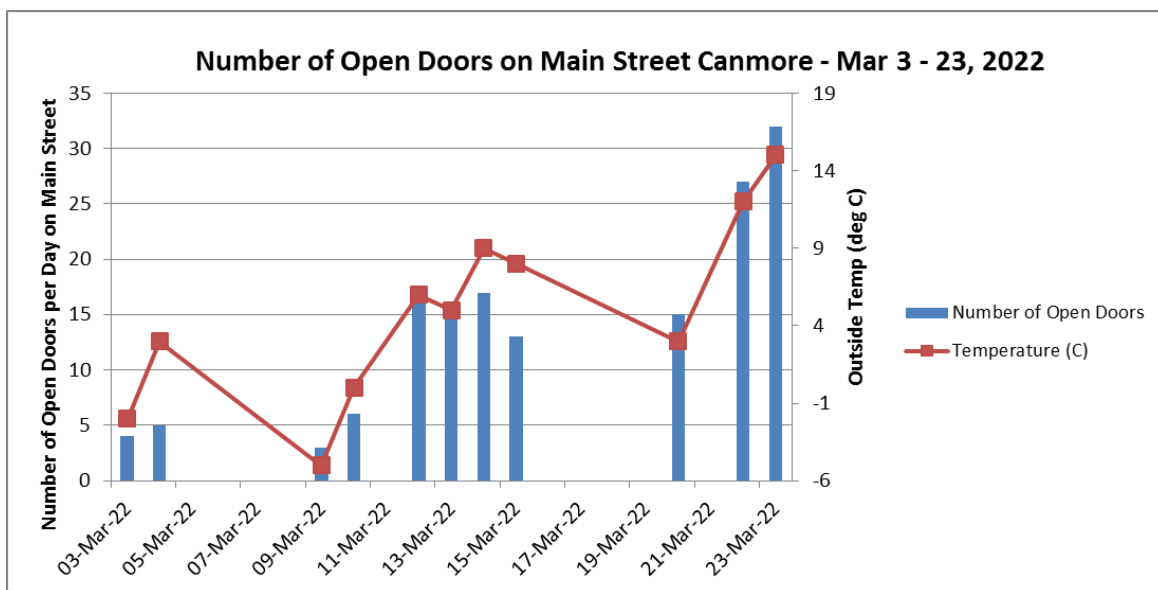


Figure 2

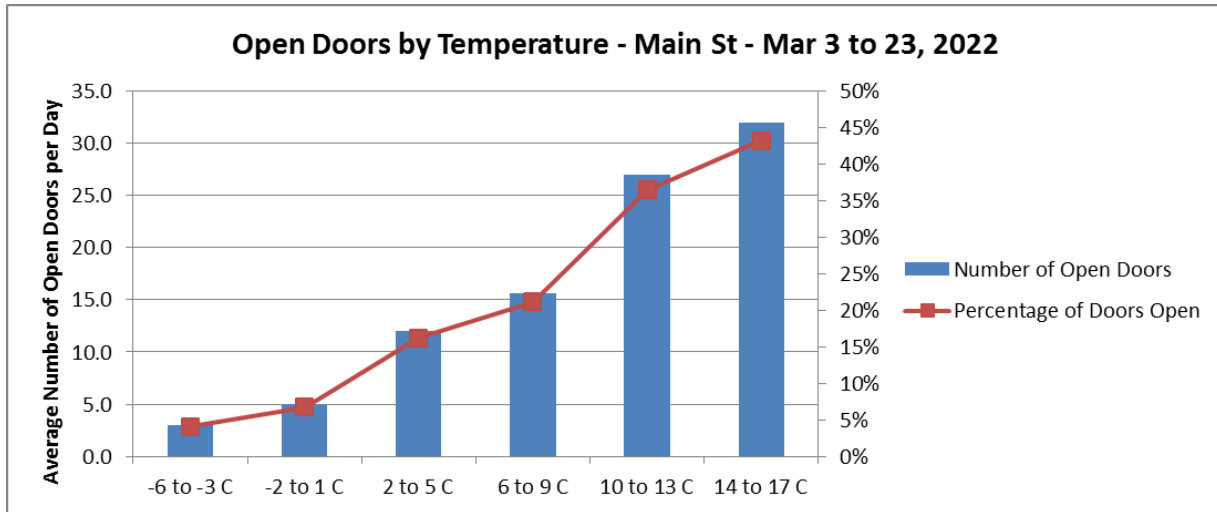
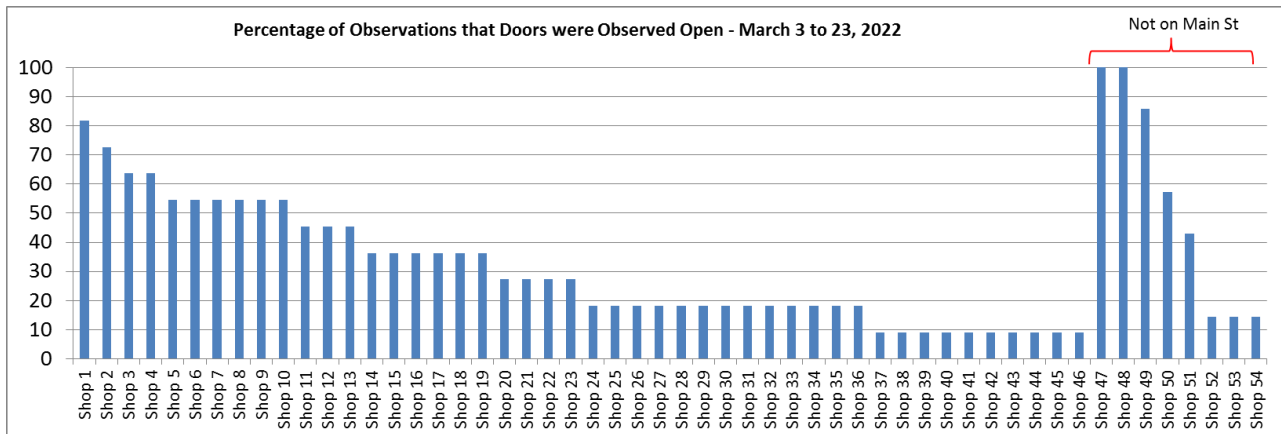


Figure 1 shows the number of doors that were observed to be open and the temperature on each day that we did a survey. We were fortunate to observe a good range of temperatures that could then be extrapolated over most of the rest of the year. Figures 1 and 2 clearly show that more doors are propped open in warmer weather. The day of the week did not seem to correlate with more or less doors being open. The peak number of doors observed open on Main Street was 32 on the warmest day (15C) or about 42% of all doors on Main Street. The least number of doors observed open was three on the coldest day (-5C) or about 3%.

Figure 3 shows the percent of observations when particular shops were noted to have their doors propped open. You can see that some shops were always observed to have their doors open.

Figure 3



The natural draft air flow through an open door is a function of indoor and outdoor temperature and a function of the size of the door. As the outside temperature drops, warm air flows out of the top of an open door and cold air rushes into the bottom. The overall air flow can be calculated using the Shaw/Whyte equation.¹ Once the air flow is known and the number of hours and hourly temperatures are known, the energy loss can be calculated and added up throughout the year.² From the energy loss, it is then a straightforward calculation to determine GHG emissions. Table 1 in the appendix of this report summarizes these calculations and below is a summary of the results. The GHG emissions from all open doors on Main Street throughout a full year is estimated to be **32 tonnes**.

Summary of Energy and GHG Emissions from Open Doors on Canmore's Main Street over a 1 Year Period from Apr 13 2021 to Apr 12, 2022	
Energy (GJ/year)	563 GJ/yr
\$ per year (at \$10/GJ)	\$ 5,630/yr
GHGs (kg CO2/yr at 56.1 kg/GJ for Natural Gas)	31,596 kg/yr or 32 tonnes/yr
Equivalent flights Calgary to Toronto Return (600 kg per return flight)	53 return flights per year

Some may argue that the GHG number of 32 tonnes/year or the wasted energy cost of \$5630/yr is not significant when spread out over the 30+ shops that keep their doors open on Main Street; however, when you consider that this is equivalent to 53 return passenger flights per year between Calgary and Toronto, it becomes more meaningful. Especially since these GHG emissions could be completely eliminated by simply closing doors. It is also worth noting that the calculations above underestimate the total GHGs due to open doors in all of Canmore for the reasons described under "Summary" above.

Figure 4 shows the calculated GHG emissions that are wasted from all open doors on Main Street throughout the year at different outside temperatures. This graph clearly shows that even at warmer temperatures between 10C and 15C, there are still a lot of GHGs being emitted. This is because there are a lot more doors being propped open in warmer weather even though the warmer weather results in less energy loss per open door. As such, we would recommend a fairly broad temperature (or monthly) range for a closed door by-law to be in effect. Figure 5 shows Banff's recommended range (green vertical lines) from their recent work on their proposed by-law. Based on our work, we suggest a slightly broader monthly range than Banff (as marked up in red in Figure 5) to cover temperatures at and below 15C. Our suggested range is from early September to early June.

¹ Shaw/Whyte formula for air flow through open doors. Reference: https://www.aivc.org/sites/default/files/members_area/medias/pdf/Airbase/airbase_00156.pdf

² Energy per year = mass flow rate x specific heat for air x degree.hours/year.

Figure 4

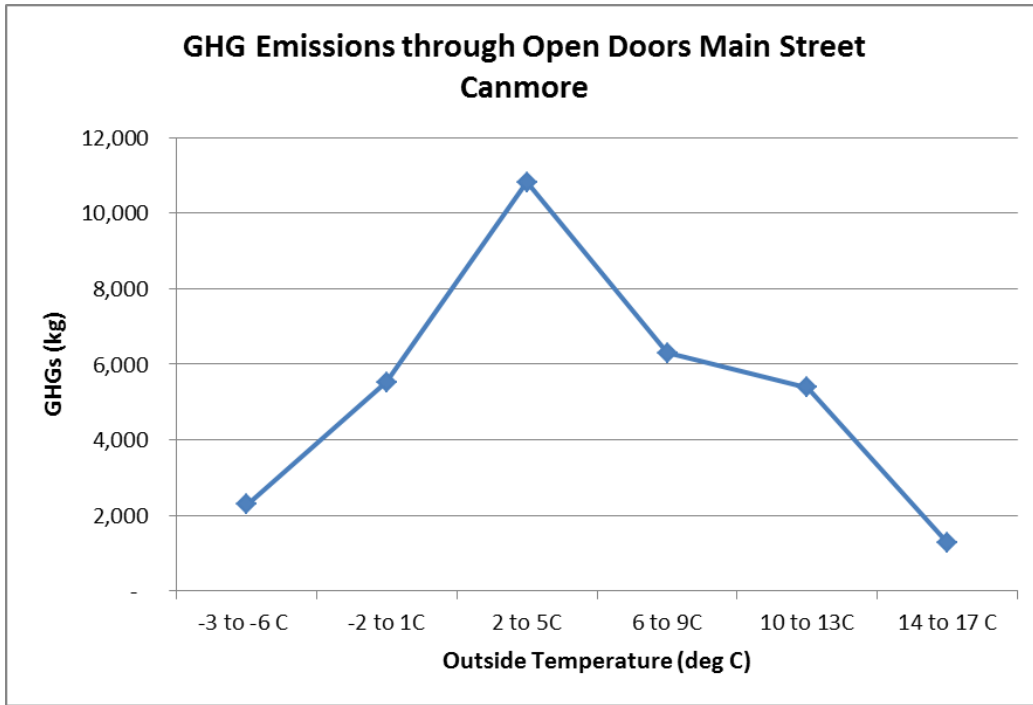
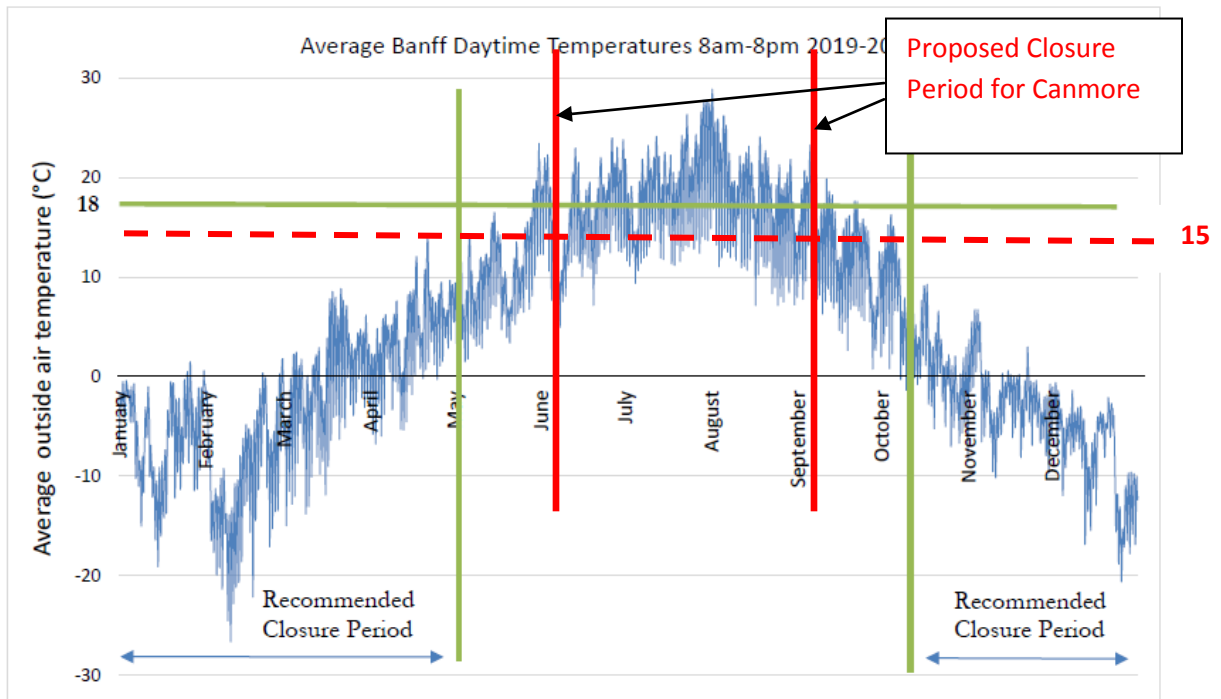


Figure 5



Temperature data comes from Alberta Climate Information Service (ACIS).

Appendix

Table 1: Detailed Calculation Summary

Canmore Main Street Open Doors - Calculation of Energy Lost									
<u>Energy and GHG Calcs</u>		Notes:							
Air temperature (outside) (deg C)			-4.5	-0.5	3.5	7.5	11.5	15.5	
Total Deg Hrs from Previous Tab			13,810	37,389	84,259	58,536	64,851	24,544	
Air density at T(outside) (kg/m3)		(1)	1.315	1.296	1.277	1.259	1.241	1.224	
Air density at T(inside of 18C) (kg/m3)			1.213	1.213	1.213	1.213	1.213	1.213	
Air Cp at T(avg) (kJ/kg.K)		(1)	1.0055	1.0056	1.0057	1.0058	1.0058	1.0059	
<u>Air Flow Calc</u>		(2)							
	density difference, kg/m3		0.102	0.083	0.064	0.046	0.028	0.011	
	density average, kg/m3		1.264	1.2545	1.245	1.236	1.227	1.2185	
Air flow, Q, m3/s			0.49618	0.44928	0.396021	0.336963	0.263858	0.165957	
Air speed, m/s (average) - these seem reasonable			1.1	1.0	0.9	0.7	0.6	0.4	
Furnace Efficiency using natural gas			0.8	0.8	0.8	0.8	0.8	0.8	
								<u>Totals</u>	
Energy (GJ/year)		(3)	40.77	98.52	192.84	112.40	96.11	22.57	563
\$ per year (at \$10/GJ)			408	985	1,928	1,124	961	226	\$ 5,632
GHGs (kg CO2/yr at 56.1 kg/GJ)			2,287	5,527	10,819	6,305	5,392	1,266	31,596
Equivalent flights Calg to Tor Ret (600 kg)		(4)							53
Notes:									
(1)	Extrapolated from https://theengineeringmindset.com/properties-of-air-at-atmospheric-pressure/								
(2)	Shaw/Whyte formula for air flow through open doors. Reference: https://www.aivc.org/sites/default/files/mem1								
	$Q = C \frac{W}{3} \left[g \frac{\Delta \rho}{\bar{\rho}} \right]^{1/2} H^{3/2} \dots (6)$								
(3)	Energy per year is: air flow x average density x specific heat capacity for air x (deltaT x hrs). 'deltaT x hrs' is degree.hr								
(4)	Westjets carbon calculator: https://www.carbonzero.ca/westjet/								

Appendix

Efforts made in 2018 by BVCAS to Work with Downtown Shop Owners to Close their Doors

In December 2018, a number of BVCAS members visited shops in both Canmore and Banff that had their doors open in cold weather. The purpose of our visit was to hand out a “we are open” sign that shop owners could post on their closed doors. The sign had a simple message with the reason for why their doors were being kept closed. See below for what the sign looked like. With each sign, we included a short educational note. Many shops were not interested in taking a sign.

The responses in both Canmore and Banff ranged from “we’ll consider it” to not well received at all. Some of the shops indicated that they needed to keep the doors open to keep their shops cool because of heat from cooking or from other sources. Another shop indicated that they might be willing to keep their door closed if they were allowed to hang a sign in a more visible place indicating that they were open. One employee indicated that each time they closed the door, the owner of the shop could see that the door was closed on their security camera and would call to tell the employee to re-open the door.

In the end, only about 10 shops (about 60% in Canmore, 40% in Banff) were willing to take the signs but so far, we have only seen one shop in Canmore use the sign.



Dear Shop Keeper:

You are receiving this sign because we have noticed that on occasion your store door is propped open during either cold or hot weather. Keeping your door closed along with this sign to clearly indicate that you are, in fact, “Open” will save energy and reduce carbon emissions. It will also help reduce a drafty indoor environment (or a smoky one during fire season) for your customers and employees. We hope you agree and are able to save some energy and reduce emissions.

Regards,

Bow Valley Clean Air Society

bowcleanair.org

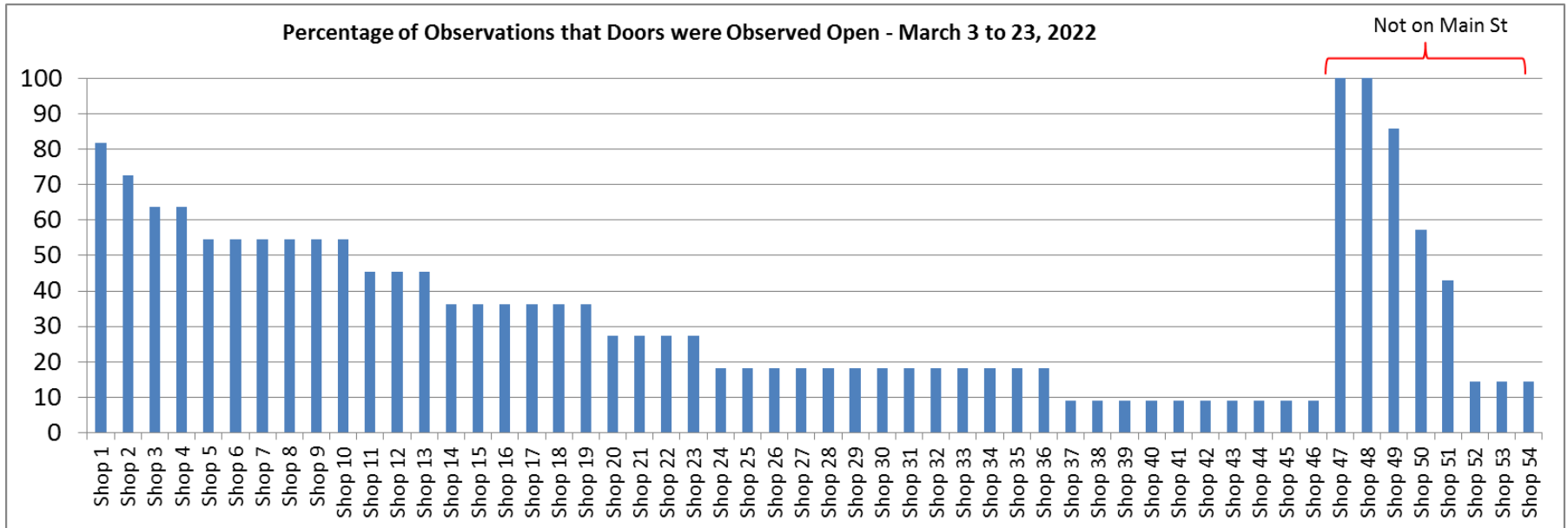
In Support of a Closed Door By-law



Methodology

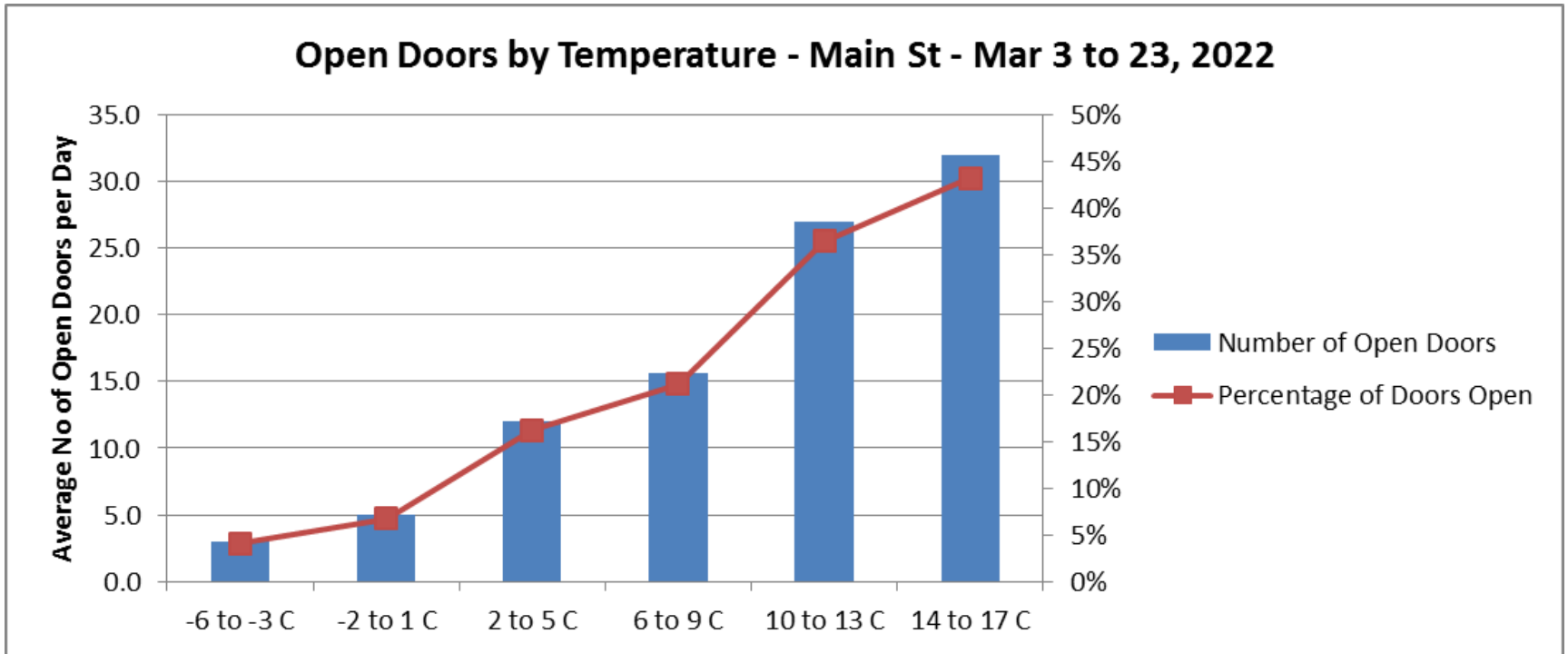
- March Surveys - 11 surveys along Main Street.
- Counted open shop doors early afternoon.
- Temperatures ranged from -5 C to +15.
- Used number of open doors and hourly temperature data to calculate GHG emissions for a year.
- Used hourly data between 10 am and 6 pm and when heating required (colder than 18C).

Frequency of Open Doors



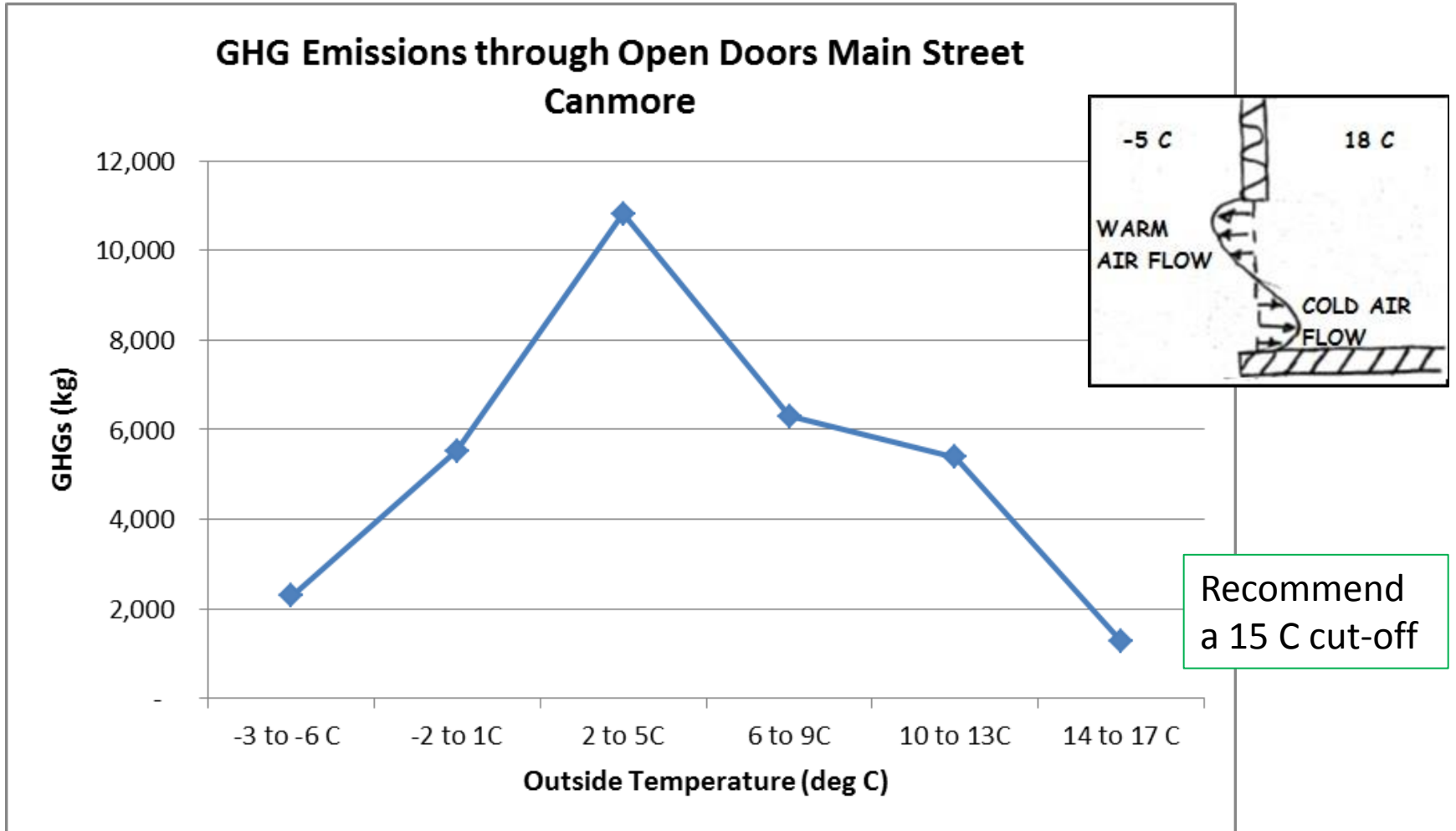
Many shops keep their doors open most or all of the time.

Temperature Effects



The warmer it is, the more doors get open.

Results

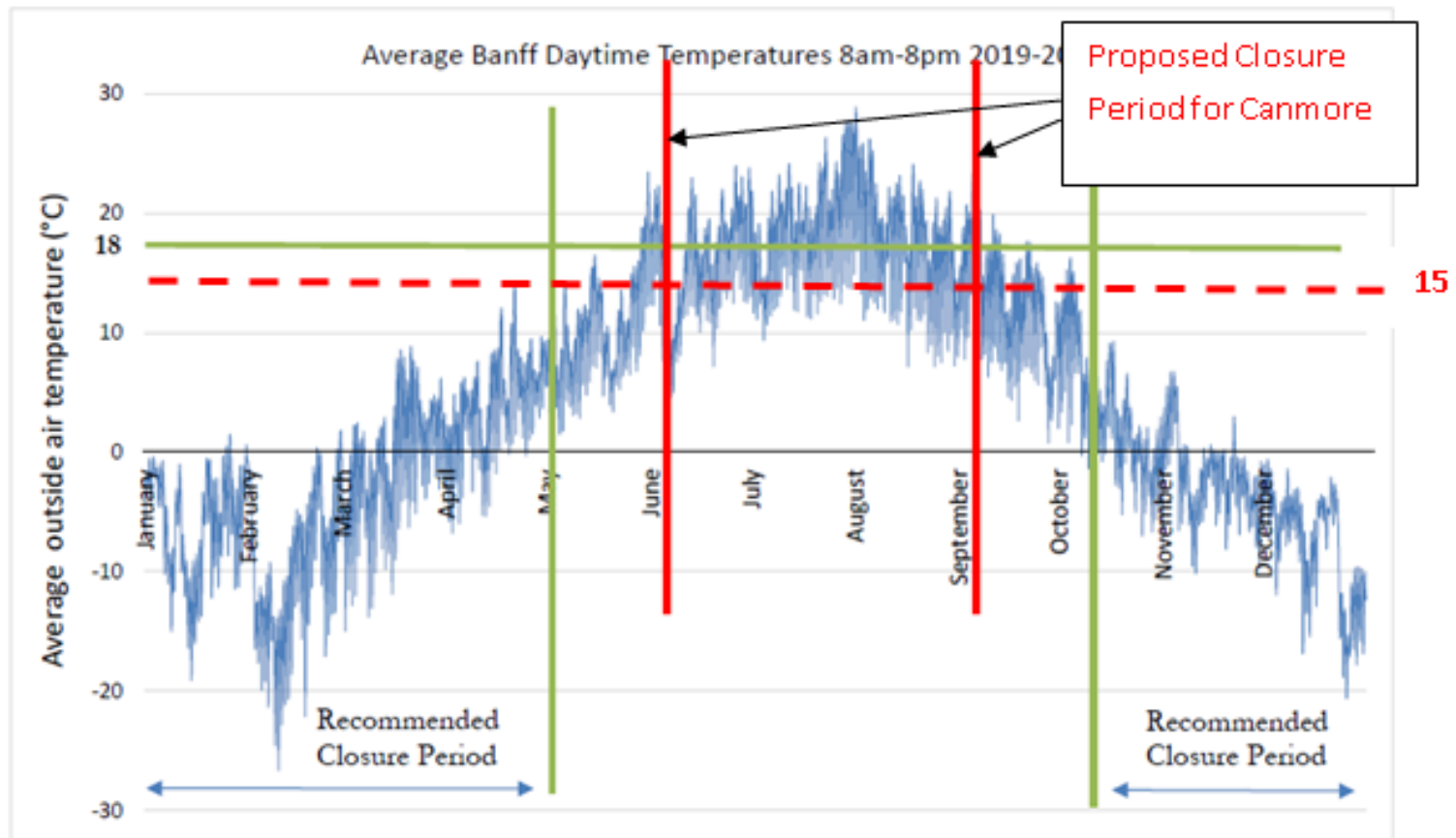


Results (15C cutoff)

Summary of Energy and GHG Emissions from Open Doors on Canmore's Main Street over a 1 Year Period from Apr 13 2021 to Apr 12, 2022	
Energy (GJ/year)	563 GJ/yr
\$ per year (at \$10/GJ)	\$ 5,630/yr
GHGs (kg CO2/yr at 56.1 kg/GJ for Natural Gas)	31,596 kg/yr or 32 tonnes/yr
Equivalent flights Calgary to Toronto Return (600 kg per return flight)	53 return flights per year

- Is this Significant? Yes!
- Conservative – only main street, not during really cold weather, data only between 10 am – 6 pm.
- Is it easy to mitigate? Yes.....just need to close some doors!

Proposed Ranges (15 C cutoff) Early Sep to Early Jun



Temperature data comes from Alberta Climate Information Service (ACIS).

Banff left a lot of GHGs
"on the table"

Why a By-law

- By-law most effective given our past experience.
- Other places.
 - Banff – in parallel to our work
 - Other
- Public and Visitor Perception.
- Air curtains not effective.
- We take our Climate Action Plan seriously.
- Pushback – Advertising advantage “not applicable” if everyone closes their doors.

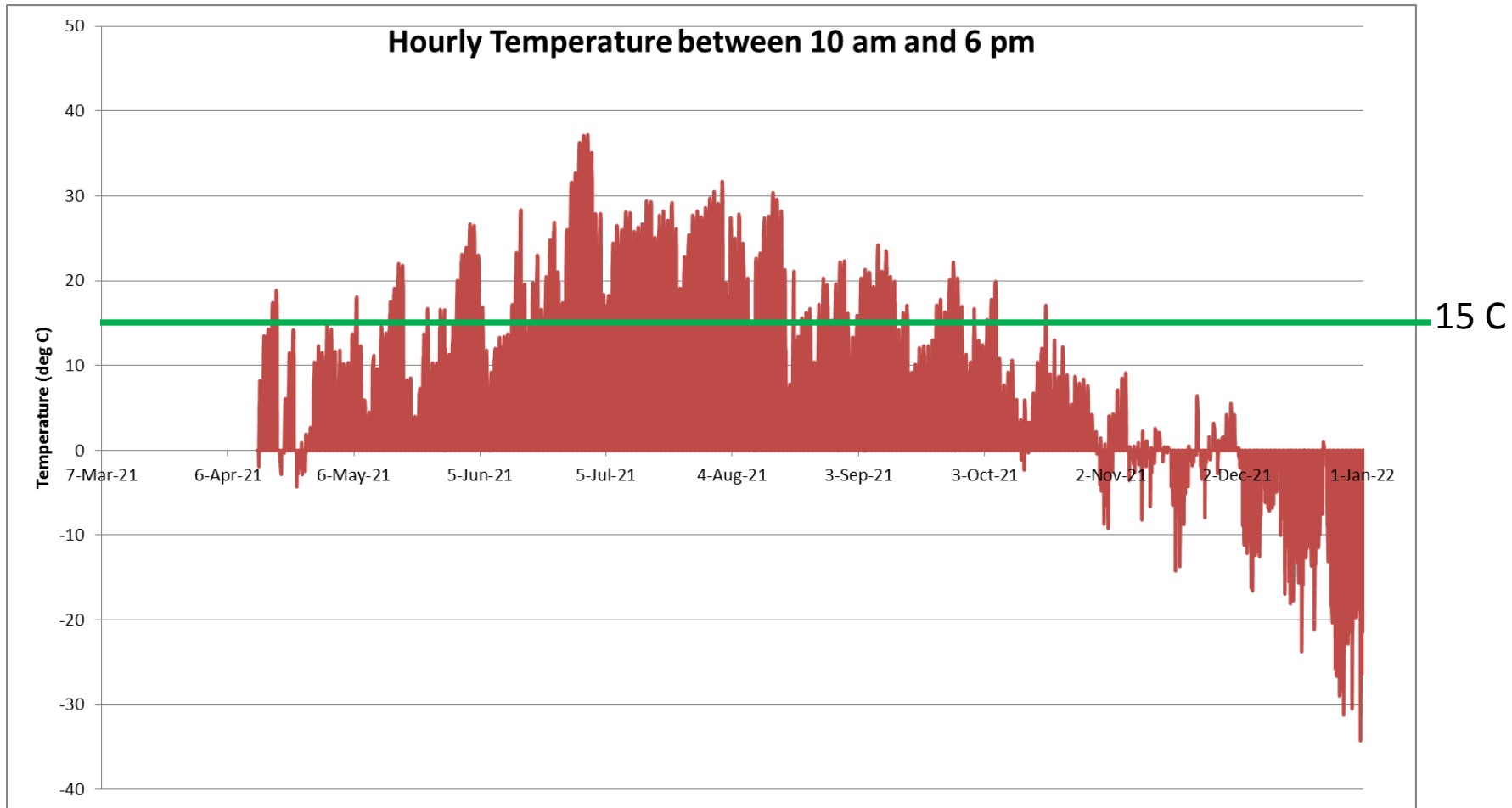


Our Ask of Council

- Direct Administration to Implement a Closed Door By-law from approximately early September to early June.

Backup Slides

Effect of Time of Day – between 10 am and 6 pm





TOWN OF CANMORE
MINUTES
 Regular Meeting of Council
Tuesday, May 3, 2022 at 9:00 a.m.

COUNCIL MEMBERS PRESENT

Sean Krausert	Mayor
Tanya Foubert	Deputy Mayor
Jeff Hilstad	Councillor
Jeff Mah	Councillor
Joanna McCallum	Councillor
Karen Marra	Councillor
Wade Graham	Councillor

COUNCIL MEMBERS ABSENT

None

ADMINISTRATION PRESENT

Sally Caudill	Chief Administrative Officer
Scott McKay	Acting General Manager of Municipal Services
Therese Rogers	General Manager of Corporate Services
Whitney Smithers	General Manager of Municipal Infrastructure
Andy Esarte	Manager of Engineering
Caitlin Miller	Manager of Protective Services
Chelsey Richardson	Manager of Finance
Cheryl Hyde	Municipal Clerk
Lauren Miller	Manager of Planning and Development
Lisa Brown	Manager of Community Social Development
Alaric Fish	Senior Planner
Andrew Kelly	Assistant Municipal Clerk (Recorder)
Danielle Liwanag	Paid Parking Coordinator
Lu Douce	Program Coordinator
Nathan Grivell	Development Planner

Mayor Krausert called the May 3, 2022 regular meeting to order at 9:00 a.m.

PUBLIC QUESTION PERIOD – Before meeting is called to order

A. CALL TO ORDER AND APPROVAL OF AGENDA

1. Land Acknowledgement

- 92-2022 **2. Agenda for the May 3, 2022 Regular Meeting of Council**
Moved by Mayor Krausert that Council approve the agenda for the May 3, 2022
regular meeting as presented.

CARRIED UNANIMOUSLY

B. PUBLIC HEARINGS

**1. Bow Valley Trail Area Redevelopment Plan Amendments Bylaw 2021-20
and Land Use Bylaw Amendment Bylaw 2021-21**

(1) Introduction

Mayor Krausert opened the public hearing for the Bow Valley Trail Area Redevelopment Plan Amendments Bylaw 2021-20 and Land Use Bylaw Amendment Bylaw 2021-21 at 9:05 a.m.

(2) Applicant Summary to Set Context

The applicant provided a verbal overview of the proposed amendments to the Bow Valley Trail Area Redevelopment Plan Amendments Bylaw 2021-20 and Land Use Bylaw Amendment Bylaw 2021-21.

(3) Administration Summary

Administration provided a verbal overview of the proposed amendments to the Bow Valley Trail Area Redevelopment Plan Amendments Bylaw 2021-20 and Land Use Bylaw Amendment Bylaw 2021-21.

(4) Public Verbal Submissions – None

(5) Public Written Submissions – None

(6) Council Question Period

Administration and the applicant addressed questions of clarification from Council.

(7) Closure of Public Hearing

Mayor Krausert closed the public hearing at 9:21 a.m.

C. DELEGATIONS

1. Stone Creek Resorts – Silvertip Gondola

Lindsay Beston, AIM Land Services, provided a verbal presentation on behalf of Stone Creek Resorts regarding a proposed gondola at Silvertip Resort. John Third, Vice President, Marketing and Sales, Stone Creek Resorts, was present to answer questions from Council.

2. Bow Valley Primary Care Network – Doctor Shortage in the Bow Valley

Dr. Kendra Barrick spoke to a written submission on behalf of the Bow Valley Primary Care Network regarding a doctor shortage in the Bow Valley. She requested that Council provide a qualified Town of Canmore staff member with relevant experience to participate on a local committee to identify retention and recruitment strategy for primary care providers. The ultimate goal is to ensure long-term access to primary care for all Canmore residents.

Minutes approved by: _____

This request will be considered by Council at the June 7, 2022 regular business meeting.

D. APPROVAL OF MINUTES

1. Minutes of the April 5, 2022 Regular Meeting of Council

93-2022 Moved by Mayor Krausert that Council approve the minutes of the April 5, 2022 regular meeting as presented.

CARRIED UNANIMOUSLY

E. BUSINESS ARISING FROM THE MINUTES

1. Downtown Canmore Business Improvement Area (BIA)

94-2022 Moved by Mayor Krausert that Council postpone the request from the Downtown Canmore Business Improvement Area (BIA) to grant 25% of net monies from paid parking in the Town Centre to the BIA on an annual basis until the November 2022 regular meeting of Council, at which time administration will provide the statistics of the current net revenue derived from paid parking in the Town Centre from its inception until the end of September 2022.

CARRIED UNANIMOUSLY

95-2022 Moved by Mayor Krausert that Council accept the request from the Downtown Canmore Business Improvement Area (BIA) for continuity of funding for vibrancy, beautification, activation and maintaining property in our improvement area other than Main Street as information only as such will be addressed in some manner during the Town's annual budgeting process.

CARRIED UNANIMOUSLY

96-2022 Moved by Mayor Krausert that Council accept the request from the Downtown Canmore Business Improvement Area (BIA) to reconsider the option of monthly passes as information only as it is addressed by agenda item I1 of this meeting.

CARRIED UNANIMOUSLY

F. UNFINISHED BUSINESS

1. Bow Valley Food Charter

97-2022 Moved by Mayor Krausert that Council authorize Mayor Krausert to sign the Bow Valley Food Charter on behalf of the Town of Canmore.

CARRIED UNANIMOUSLY

Meeting Break 10:31 – 10:46

G. BYLAW APPROVAL

1. Bow Valley Trail Area Redevelopment Plan Amendments Bylaw 2021-20 and Land Use Bylaw Amendment Bylaw 2021-21

98-2022 Moved by Mayor Krausert that Council give second reading to Bow Valley Trail Area Redevelopment Plan Amendments Bylaw 2021-20.

CARRIED UNANIMOUSLY

99-2022 Moved by Mayor Krausert that Council give third reading to Bow Valley Trail Area Redevelopment Plan Amendments Bylaw 2021-20.

CARRIED UNANIMOUSLY

Minutes approved by: _____

- 100-2022 Moved by Mayor Krausert that Council give second reading to Land Use Bylaw Amendment Bylaw 2021-21.
CARRIED UNANIMOUSLY
- 101-2022 Moved by Mayor Krausert that Council give third reading to Land Use Bylaw Amendment Bylaw 2021-21.
CARRIED UNANIMOUSLY
- 102-2022 Moved by Mayor Krausert that Council table item G2 until after the lunch break.
CARRIED UNANIMOUSLY
- 3. Property Tax Bylaw 2022-12 and Supplementary Property Tax Bylaw 2022-13**
- 103-2022 Moved by Mayor Krausert that Council give first reading to Property Tax Rate Bylaw 2022-12.
CARRIED UNANIMOUSLY
- 104-2022 Moved by Mayor Krausert that Council give second reading to Property Tax Rate Bylaw 2022-12.
CARRIED UNANIMOUSLY
- 105-2022 Moved by Mayor Krausert that Council give leave to go to third reading of Property Tax Bylaw 2022-12.
CARRIED UNANIMOUSLY
- 106-2022 Moved by Mayor Krausert that Council give third reading to Property Tax Rate Bylaw 2022-12.
CARRIED UNANIMOUSLY
- 107-2022 Moved by Mayor Krausert that Council give first reading to Supplementary Property Tax Rate Bylaw 2022-13.
CARRIED UNANIMOUSLY
- 108-2022 Moved by Mayor Krausert that Council give second reading to Supplementary Property Tax Rate Bylaw 2022-13.
CARRIED UNANIMOUSLY
- 109-2022 Moved by Mayor Krausert that Council give leave to go to third reading of Supplementary Property Tax Bylaw 2022-13.
CARRIED UNANIMOUSLY
- 110-2022 Moved by Mayor Krausert that Council give third reading to Supplementary Property Tax Rate Bylaw 2022-13.
CARRIED UNANIMOUSLY
- 111-2022 Moved by Mayor Krausert that Council direct administration to bring back the Property Tax Policy FIN-005 with amendments to reflect a change with respect to tourist homes non-personal use so they are calculated in parity with the non-residential class mill rates.
CARRIED UNANIMOUSLY

Minutes approved by: _____

H. NEW BUSINESS

- 112-2022 **1. 2021 Surplus Allocation – Current Year Usage**
Moved by Mayor Krausert that Council:
1. approve additional market adjustments for staff of \$275,000 to be funded from the General Municipal Operating Reserve,
 2. approve additional contracted resources within HR in 2022 for \$40,000 to be funded from the General Municipal Operating Reserve,
 3. approve an additional development resource within each of the Planning and Engineering departments in 2022 for a total of \$220,000 to be funded from the Development Application Reserve, and
 4. approve a scope and budget increase to capital project 7231 Civic Centre Hybrid Workspaces from \$50,000 to \$150,000, funded by \$100,000 from the General Municipal Capital Reserve.
- CARRIED UNANIMOUSLY**
- 113-2022 Moved by Mayor Krausert that Council table item H2 to follow item G2.
CARRIED UNANIMOUSLY
- 114-2022 Moved by Mayor Krausert that Council table item H3 to follow item H2.
CARRIED UNANIMOUSLY

I. REPORTS FROM ADMINISTRATION

- 115-2022 **1. Paid Parking Monthly Passes**
Moved by Mayor Krausert that Council direct administration to bring a report with recommendations to the June 2022 regular meeting of Council with respect to paid parking monthly passes for non-resident employees of the Town Centre.
CARRIED UNANIMOUSLY

Meeting Break 12:00 – 1:21

G. BYLAW APPROVAL continued

- 2. Bylaws 2022-09 and 2022-10 800 3rd Avenue Municipal Development Plan and Land Use Bylaws Amendments**
Bill Marshall, Architect, Bernie and Jan McCaffery, Landowners, Keenan Rudichuk, Biologist, Associated Environmental Consultants Inc., Laurie Van Rooijen, Owner's Representative, Michelle Ouellette, Planner, McElhanney Ltd. and Rosemarie Boulton, Palliative Care Society, provided an overview of the proposed application and answered questions from Council.
- Brian Kopach, Ecologist, Management and Solutions in Environmental Science, joined administration in answering questions from Council.

Meeting break 3:23 – 3:38

Minutes approved by: _____

116-2022 Moved by Mayor Krausert that Council give first reading to Bylaw 2022-09 “800 3rd Avenue Municipal Development Plan Amendments.”

CARRIED

**In favour: Foubert, Hilstad, Krausert, Marra, McCallum
Opposed: Graham, Mah**

117-2022 Moved by Mayor Krausert that Council give first reading to Bylaw 2022-10 “800 3rd Avenue Land Use Bylaw Amendment.”

CARRIED

**In favour: Foubert, Hilstad, Krausert, Marra, McCallum,
Opposed: Graham, Mah**

118-2022 Moved by Mayor Krausert that Council schedule a single public hearing for Bylaws 2022-09 and 2022-10 on May 24, 2022.

CARRIED UNANIMOUSLY

Meeting Break 4:56 – 5:04

H. NEW BUSINESS continued

2. Automated Traffic Enforcement Review (with in camera)

119-2022 Moved by Mayor Krausert that Council take the meeting in camera to prevent disclosure of information related to business information of a third party in accordance with s.16(1) of the Freedom of Information and Protection of Privacy Act at 5:22 p.m.

CARRIED UNANIMOUSLY

The following members of administration attended the in camera session: Caitlin Miller, Cheryl Hyde, Andrew Kelly, Sally Caudill, Andy Esarte, Whitney Smithers, Therese Rogers, Scott McKay, Lauren Miller, Andy Esarte, Chelsey Richardson.

The following members of the Canmore RCMP also attended: Staff Sergeant Ryan Singleton and Sergeant Jack Wrobel.

120-2022 Moved by Mayor Krausert that Council return to the public meeting at 5:38 p.m.

CARRIED UNANIMOUSLY

121-2022 Moved by Mayor Krausert that Council direct administration to issue an RFP for the provision of automated traffic enforcement services (speed only) for a three-year term with two one-year options to extend for a total of 5 years, including addressing their approach to green initiatives (e.g. vehicle use and/or idling).

CARRIED

**In favour: Foubert, Hilstad, Krausert, Mah, Marra, McCallum
Opposed: Graham**

3. Council 2023-2026 Strategic Plan

122-2022 Moved by Mayor Krausert that item H3 Council 2023-2026 Strategic Plan be postponed to the June 7, 2022 regular meeting of Council.

CARRIED UNANIMOUSLY

Minutes approved by: _____

J. NOTICES OF MOTION – None

K. IN CAMERA

1. Automated Traffic Enforcement Review

Item considered during H2.

L. ADJOURNMENT

123-2022

Moved by Mayor Krausert that Council adjourn the May 3, 2022 regular meeting at 6:14 p.m.

CARRIED UNANIMOUSLY

Sean Krausert, Mayor

Andrew Kelly, Assistant Municipal Clerk

Minutes approved by: _____



Request for Decision

DATE OF MEETING: June 7, 2022 **Agenda #:** E-2

TO: Council

SUBJECT: Paid Parking Monthly Passes

SUBMITTED BY: Danielle Liwanag, Paid Parking Coordinator

RECOMMENDATION: That Council receive this report as information.

EXECUTIVE SUMMARY

A paid parking program is being introduced to the Town Centre this summer and is one of many strategies laid out in the Town's Integrated Parking Management Plan (IPMP). Administration is recommending that the paid parking program proceed as is, without the introduction of a non-resident employee monthly pass.

RELEVANT COUNCIL DIRECTION, POLICY, OR BYLAWS

Motion 115-2022:

At the May 3, 2022 Council meeting, Mayor Krausert moved that Council direct administration to bring a report with recommendations to the June 2022 regular meeting of Council with respect to paid parking monthly passes for non-resident employees of the Town Centre.

DISCUSSION

The paid parking program includes paid parking zones in both the Town Centre and Quarry Lake, as part of the IPMP. The goals of the Integrated Parking Management Plan are outlined below:

1. Provide the right mix of parking options to meet the needs of residents, visitors, workers, and shoppers,
2. Ensure high use parking areas are not exceeding capacity during peak season days on a regular basis,
3. Focus on using parking facilities efficiently, not simply providing more parking space which comes with a cost.

Under the paid parking program, several downtown parking options are available to meet the needs of users wishing or needing to park near the Town Centre. These options include 250 free 9-hour parking stalls within a 3-to-10-minute walking distance; accessible stalls and loading zones which will remain free to accommodate individuals with mobility issues and those who need to load/unload equipment within the Town Centre; as well as paid parking spaces. Additionally, businesses that maintain a Town of Canmore (ToC) business license will be eligible to register company vehicles for a Canmore Resident Parking Pass (RPP). Registered vehicles can then be parked in RPP zones, paid parking zones for 3 hours at no charge, and can be assigned a monthly parking pass for an additional fee.

Prior to the implementation of paid parking, most of the Town Centre parking has been restricted with 2-to-4-hour time limits. Long term Town Centre parking has only been available in the parking lots located at 7 St. and 6 Ave, and 9 St. and 8 Ave. The free intercept parking currently being provided does not have a

significantly longer travel time from one's vehicle to the Town Centre when compared to these pre-existing lots.

The recommendation to refrain from introducing a non-resident parking pass aligns with the goals of the IPMP and seeks to ensure that high-use parking spaces are being employed for the highest value uses. Encouraging the use of 9-hour parking for commuters is the most affordable option, both for the Town and for parking users. This approach is consistent with the paid parking parameters in the Town of Banff (ToB), allowing for similar parking experiences in neighbouring municipalities while achieving the goals of Canmore's IPMP. The Town of Banff and Town of Canmore paid parking programs are consistent in other ways including:

- the app that will be used for payments,
- the introduction of RPP's, and
- encouraging commuters or those parking all day to use the free 9-hour parking lots.

The utilization of longer-term parking ensures more short term paid parking spaces are available in the Town Centre, encourages more frequent vehicle turnover, and is considered a higher value parking use when compared to long term stays and monthly pass options. The increased parking turnover created by paid parking programs has shown that those who are using paid parking are more likely to visit the businesses and amenities that the Town Centre has to offer.

Following the first season of paid parking in the Town Center, administration will review the program and determine if any adjustments may be required.

ANALYSIS OF ALTERNATIVES

In analyzing the following alternatives, a variety of factors were considered. These include, but were not limited to:

- affordability,
- potential costs and revenues for the Town of Canmore,
- employee retention for Town Centre businesses,
- the goals of the IPMP,
- the availability of alternative parking options or modes of transportation,
- consistency with programs in other municipalities, and
- estimated implementation timelines associated with providing monthly passes.

1. Implement a monthly pass for non-resident employees of the Town Centre

This option would be somewhat consistent with the Resort Municipality of Whistler (RMOW), however significant differences exist. Administration's review indicates that Canmore's current program is a better option. While paid parking is in effect, the RMOW offers a resident/employee monthly parking pass, at \$36/month. However, the parking lots designated for these parking passes are located approximately a 7–10-minute walk from the center of Whistler Village. The RMOW does not offer employee parking passes within Whistler Village. Currently, all three 9-hour free parking zones designated for Canmore's paid parking program are approximately a 3–10-minute walk from our Town Centre.

Additionally, a monthly pass option for non-resident employees of the Town Centre would involve a \$7,500 software development cost and would not be ready for implementation until 2023. While this would create a more affordable option than paying for daily parking for some employees and businesses, the increased labour by Town staff required to execute this type of permit requires more upfront and ongoing Town resources than option 2 (outlined below). Parking would be restricted to the same parking lots as the resident monthly passes and would not guarantee a parking space at any given time.

Implementing a non-resident employee monthly permit would also be labour intensive. Specifications such as ensuring applicants are employed within the Town Centre monthly cannot be automated and must be manually approved by ToC staff. Depending on the demand for this type of permit, additional staff may be required to do so in a timely manner. At this point in time, the Town of Canmore has not budgeted for this type of permit to be implemented and the potential for numerous unknown workload impacts exists.

Implementing a monthly pass for employees of the Town Centre is not aligned with the values of the IPMP. Making monthly passes available for non-resident employees for high-use Town Centre parking does not encourage alternative modes of transportation, optimization of existing parking, or ensure that high-use areas are employed by high value uses.

2. Implement a monthly pass for non-residents

This option would allow for the purchase of monthly passes for all non-residents, but unlike Option 1 would not include eligibility requirements that limit the pass to employees of the Town Centre. This would be easier to implement than Option 1 as the Town would not have additional eligibility criteria to verify.

Proposed pricing for non-resident monthly passes is based on operational costs and will be more affordable than paying for parking daily. Pricing would be set at a threshold that still encourages the optimization of private and public parking located within the Town Centre. The non-resident monthly passes would be priced at a rate of \$144/month during the peak season, and \$96/month during the off-peak season. Like the resident monthly pass, a \$1.25 pass processing fee from the parking services vendor would be added on to the price, for either pass option, to allow for cost recovery.

Parking would be restricted to the same parking lots as the resident monthly passes and would not guarantee a parking space at any given time. This option would not be available in time for the launch of the paid parking program but could potentially be available prior to the end of 2022.

Making parking passes available for high-use parking areas would work against all three of the above-mentioned goals of the IPMP from being met by means of encouraging lower value uses of high-traffic parking areas, which would hinder the goal of ensuring these high-use parking areas are not exceeding capacity during peak season days on a regular basis.

3. Allow businesses to enroll their non-resident employees as residents

Administration also explored amending the paid parking program to allow non-resident employees of Town Centre businesses to register as residents (for a monthly fee). Such a system would allow eligible employees to purchase an RPP, providing them with access to RPP zones, three hours of free parking, and the ability for the employee to purchase a Town Centre monthly pass at the resident rate.

This option is not recommended as it comes with a variety of challenges. This type of permitting cannot be automated and would require manual processing to verify that businesses are located within the Town Centre,

and regularly verify employee status. Additionally, implementing a permitting system that could support this option would be costly, with a development fee of \$7,500 and would not be available until 2023.

FINANCIAL IMPACTS

Administration’s recommendation of proceeding with the paid parking program as-is would not incur any additional costs, and the revenue impacts of proceeding in this manner are unknown. At this time, it is unclear what the overall financial impact of a non-resident or employee monthly pass would be on the overall paid parking revenue, as there is no data to indicate what the demand is for non-resident monthly passes or hourly paid stalls.

STAKEHOLDER ENGAGEMENT

At the April 5, 2022 Council meeting, a delegation from the BIA presented their request to council for a monthly parking pass for Town Centre to accommodate their employees. Their request for a monthly parking pass was to include both residents and non-residents due to some businesses employing individuals who do not live within the Town of Canmore and would not qualify for a residential parking permit. Administration has had regular discussions with the BIA leadership and individual business owners to answer questions and collect feedback related to the paid parking program in general. The BIA Chair and Executive Director met with administration to go over the recommendations contained in this report on June 1st.

Monthly pass recommendations for non-residents and non-resident employees have been discussed and developed with the Engineering, Finance, and Protective Services departments.

ATTACHMENTS

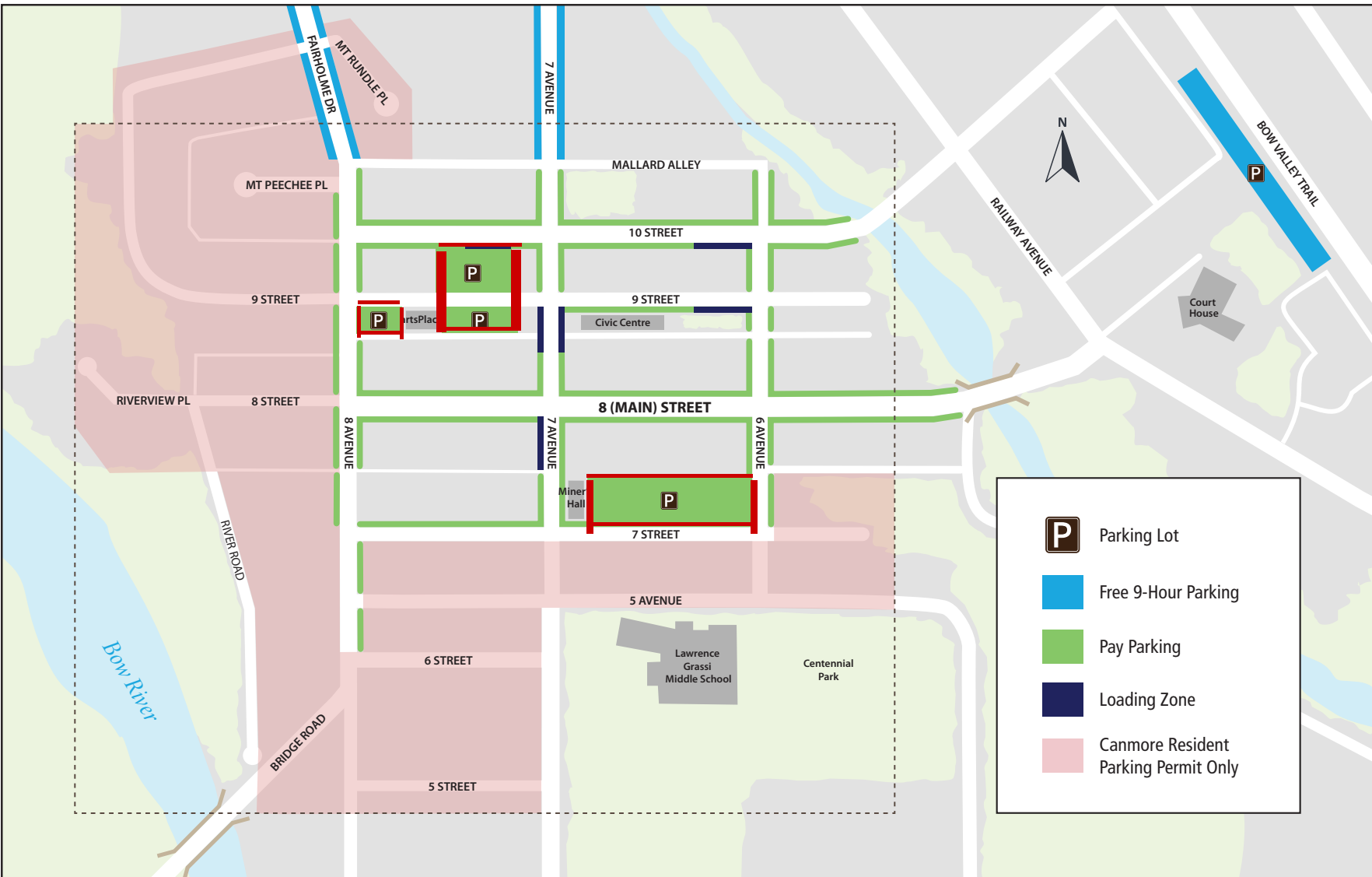
Town Center Paid Parking Program map.

AUTHORIZATION

Submitted by:	Danielle Liwanag Paid Parking Coordinator	Date: <u>May 12, 2022</u>
Approved by:	Chelsey Richardson Manager of Financial Services	Date: <u>May 19, 2022</u>
Approved by:	Caitlin Miller Manager of Protective Services	Date: <u>May 13, 2022</u>
Approved by:	Scott McKay General Manager of Municipal Services	Date: <u>May 20, 2022</u>
Approved by:	Sally Caudill Chief Administrative Officer	Date: <u>May 20, 2022</u>



Town Centre Paid Parking Program



All on street parking not indicated on map is 72 hours maximum.
 This map is intended to be used as a guideline. Local/temporary signage will always take precedence.



Request for Decision

DATE OF MEETING: June 7, 2022 **Agenda #:** F-1

TO: Council

SUBJECT: Council 2023-2026 Strategic Plan

SUBMITTED BY: Sally Caudill

RECOMMENDATION: That Council approve the 2023-2026 Strategic Plan.

EXECUTIVE SUMMARY

To identify their goals and priorities, Council participated in facilitated planning sessions with the intention of setting the direction for the community of Canmore. With the future of the town’s citizens and business in mind, Council has prepared this strategic plan to guide them for the next four years.

This plan is a key reference tool for administration in guiding decision making, providing useful information for budgeting, and communicating strategic priorities to the community.

RELEVANT COUNCIL DIRECTION, POLICY, OR BYLAWS

Strategic planning is part of our integrated planning cycle to provide a link to the annual business plan and budget.

DISCUSSION

In addition to providing high quality services to the residents of Canmore, the Town also looks to the future to think strategically about our community and the lives of our residents and visitors.

In February and March of 2022, Council participated in facilitated planning sessions, including a look back at Canmore’s history to assess challenges and successes. Council developed a vision by articulating their ideal community of the future. While balancing factors and trends that impact their role, during the facilitated sessions Council was able to articulate meaningful and relevant goals that will move the Town of Canmore towards the community vision. By answering the question “How will we know if we have achieved the goal?” council was able to identify specific, measurable results that will be used to track progress toward each goal and ultimately, the vision.

The integrated planning cycle is the Town of Canmore’s holistic approach to strategic planning that links the vision, goals, and results to the annual business plan and budget. The vision and goals are long range aspirations that are meant to last at least 10-15 years. The results are shorter, generally three to five years in length, with an annual business plan and budget which identifies implementation efforts to move the needle on those priorities.

The business planning cycle repeats itself annually throughout the life of the strategic plan. At the start of the year, administration reports to Council on the performance of the past year. Council and administration then work together to affirm or amend the goals and results of the community for the next year.

A multi-year strategic plan enables longer term planning, higher level thinking, and prioritization of issues and projects. The strategic plan encompasses the three remaining years of this Council’s term, plus one year after the 2025 municipal election. While the plan has been crafted to endure this timespan, Council will review it annually and make changes if the priorities of the community change significantly during this time. In 2026, the newly Council elected at that time will craft the subsequent multi-year strategic plan in response to the evolving priorities of the community.

This strategic plan clearly articulates Council’s priorities for the 2023- 2026 planning horizon. However, it is not a list of everything the Town will be doing over the next four years. There are programs, services, and tasks that are delivered through regular, routine municipal operations.

Ultimately, our success as an organization and a community is measured by how well the whole organization provides service and moves us towards our vision:

Canmore is authentic and resilient. Through bold, innovative leadership, we will thrive as a vibrant, livable, and diverse mountain community.

The goals and results Council has identified for this term focus on Livability, Environment, and Relationships.

GOALS	RESULTS
Livability Goal - Canmore is a place where all residents can thrive	<ul style="list-style-type: none"> • Municipal initiatives and services are designed to increase affordability • Emergency management communication is effective and adopted across our community • Municipal programs, facilities, and services help to attract and retain families and support community diversity • Employment opportunities that provide residents with a dignified and reasonable standard of living are widely available
Environment Goal - Canmore is a recognized leader in managing human impact on our environment	<ul style="list-style-type: none"> • Wildlife encounters within Canmore’s urban footprint are reduced and unauthorized human use in wildlife corridors is similarly reduced • Canmore as a community collaborates to reduce our impact on climate change and prepare for climate adaptation • The community is aware of the Town of Canmore’s environmental leadership • Safe multi-modal transportation shift is advanced
Relationships Goal - Respectful, authentic relationships are the foundation on which our future success is built	<ul style="list-style-type: none"> • Right Relations with the Stoney Nakoda Nation and members of Treaty 7 and Metis Region 3 are advanced • Inter-governmental, business, and not-for-profit relationships result in mutually beneficial outcomes

GOALS	RESULTS
	<ul style="list-style-type: none"> • Meaningful, two-way public engagement and communication is civil, supportive, and productive • The community understands the value of a strong and healthy Public Service

ANALYSIS OF ALTERNATIVES

N/A

FINANCIAL IMPACTS

It is important to note that to achieve the goals - and ultimately, the vision – a strong organization is needed. Three key pillars of good governance form the foundation of this strategic plan:

1. Financial Stewardship
2. Human Resources
3. Community Engagement

Dedicating resources to ensure these key pillars have the capacity to support the strategic plan is vital to our success as an organization and as a community.

Once the business plan is created to achieve the goals and results, budget requirements associated with those actions will be presented to the finance committee for discussion and eventual review by Council.

STAKEHOLDER ENGAGEMENT

The goal of strategic planning is the development of a vision, goals, and results that act as a reference for administration in guiding decision making and setting priorities, provides useful information at budget time, and is a tool to clearly articulate strategic priorities to the community.

This strategic plan was developed with the collaboration and co-operation of Council, administration, and community input. During the fall 2021 election, Council listened to the issues raised by citizens and brought those issues forward as part of the strategic planning process. In 2021 the town conducted a citizen satisfaction survey to understand the needs and perceptions of residents, determine satisfaction with municipal services, identify spending priorities, identify areas for improvement, and overall quality of life in Canmore. These results were also reviewed as part of the strategic planning process.

ATTACHMENTS

- 1) Council 2023-2026 Strategic Plan

AUTHORIZATION

Submitted by: Sally Caudill
Chief Administrative Officer

Date: 11 April 2022



TOWN OF CANMORE STRATEGIC PLAN

2023-2026





2023-2026 STRATEGIC PLAN

COUNCIL STRATEGIC PLAN

Canmore Town Council Left to Right: Councillor Joanna McCallum, Councillor Tanya Foubert, Councillor Wade Graham, Mayor Sean Krausert, Councillor Jeff Hilstad, Councillor Jeff Mah, Councillor Karen Marra.

Introduction

To identify their goals and priorities for 2023 through 2026, Town Council participated in facilitated planning sessions in early 2022 with the intention of setting the direction for the community of Canmore. With the future of the town's citizens and businesses in mind, Council has prepared this strategic plan to guide them for the next four years.

This plan is a key reference tool for administration in guiding decision making, providing useful information for business planning and budgeting, and communicating strategic priorities to the community.

A multi-year strategic plan enables longer term planning, higher level thinking, and prioritization of issues and projects. The strategic plan encompasses the three remaining years of this Council's term, plus one year after the 2025 municipal election. While the plan has been crafted to endure this timespan, Council will review it annually and make changes if the priorities of the community change significantly during this time. In 2026, the Council elected at that time will craft the next multi-year strategic plan in response to the evolving priorities of the community.

Council works collaboratively, with the benefit of individual knowledge, experience, and community connections, to make balanced decisions to sustain and uphold the public's values for the betterment of the community as a whole.



2023-2026 STRATEGIC PLAN

OUR COMMUNITY VISION



Canmore is authentic and resilient. Through bold, innovative leadership we will thrive as a vibrant, livable, and diverse mountain community.

Our vision speaks to the ways in which our community will thrive in an ever-changing environment; we aspire to progress and prosper despite any situation we may encounter.

We recognize that old ways of addressing problems will not get us to the future we aspire to. We are committed to being

brave and leading in unique ways, including seeking out new opportunities and creating strong partnerships.

We strive to protect and defend our picturesque landscape and natural environment, while fostering an inclusive community with a quality of life for our residents that is unrivalled.



2023-2026 STRATEGIC PLAN

GOALS

To get us closer towards the vision of our community, Council articulated three equally important goals.



Livability

Canmore is a place where all residents can thrive.



Environment

Canmore is a recognized leader in managing human impact on our environment.



Relationships

Respectful, authentic relationships are the foundation on which our future success is built.



2023-2026 STRATEGIC PLAN

LIVABILITY



Livability Goal

Canmore is a place where all residents can thrive.

Results:

- Municipal initiatives and services are designed to increase affordability
- Emergency management communication is effective and adopted across our community
- Municipal programs, facilities, and services help to attract and retain families and support community diversity
- Employment opportunities that provide residents with a dignified and reasonable standard of living are widely available

A thriving and strong community supports the fundamental needs of individuals and families, while promoting inclusive neighbourhoods. The Town of Canmore believes in the health of these individual members, as well as the community as a whole.

The provision of affordable and accessible services is vital to our community. This includes a commitment to a range of underserved housing options, a focus on increasing affordable and convenient options to encourage more trips by fare-free transit, foot, or bicycle, and support of meaningful employment opportunities so our residents can flourish. The provision of these basic necessities is complemented by our commitment to cultural and social activities.

We are committed to keeping our community safe. We will foster an environment of safety and the protection of people and property.



2023-2026 STRATEGIC PLAN

ENVIRONMENT



Environment Goal

Canmore is a recognized leader in managing human impact on our environment.

Results:

- Wildlife encounters within Canmore's urban footprint are reduced, and unauthorized human use in wildlife corridors is similarly reduced
- Canmore as a community collaborates to reduce our impact on climate change and prepare for climate adaptation
- The community is aware of the Town of Canmore's environmental leadership
- Safe multi-modal transportation shift is advanced

The Town of Canmore commits to protect and preserve our natural environment and to live sustainably. We will work to combat climate change and prepare for climate adaptation through our programs and initiatives, especially through transitioning to clean energy, advocating for net zero building standards, and supporting alternate modes of transportation in and around the community.

As a community known for its scenery, outdoor activities, and wildlife, the promotion and protection of our natural environment is integrated into every aspect of civic life, guiding our decisions and policy. We recognize that being good stewards of our land and natural resources is a shared responsibility, and we will work tirelessly in our stewardship efforts.



2023-2026 STRATEGIC PLAN

RELATIONSHIPS



Relationships Goal

Respectful, authentic relationships are the foundation on which our future success is built.

Results:

- Right Relations with the Stoney Nakoda Nation and members of Treaty 7 and Metis Region 3 are advanced
- Inter-governmental, business, and not-for-profit relationships result in mutually beneficial outcomes
- Meaningful, two-way public engagement and communication is civil, supportive, and productive
- The community understands the value of a strong and healthy Public Service

Strong relationships are fundamental to a thriving and prosperous community. The Town of Canmore will build partnerships within the region, community, and with other orders of government based on mutual respect and shared goals to achieve long-term well-being for all.

Our focus is also on strengthening relationships with residents by increasing satisfaction with public engagement processes. Additionally, the relationship between Council and administration is of central importance to ensure that our residents are served efficiently and effectively through trusted and respected relationships.



2023-2026 STRATEGIC PLAN

FOUNDATIONAL PILLARS

To achieve the goals and results – and ultimately, the community vision – a strong organization is needed.

Maintaining a healthy organization requires a commitment to implementing best practices and good governance.

The three key pillars of good governance form the foundation of this strategic plan:

Financial Stewardship

We protect and plan for the long-term interests of residents by managing assets and financial resources equitably and sustainably.

Human Resources

People and culture are our strongest assets. We are inclusive and connected.

Community Engagement

We meaningfully engage with citizens for effective decision making.





2023-2026 STRATEGIC PLAN

MOVING TOWARD THE VISION

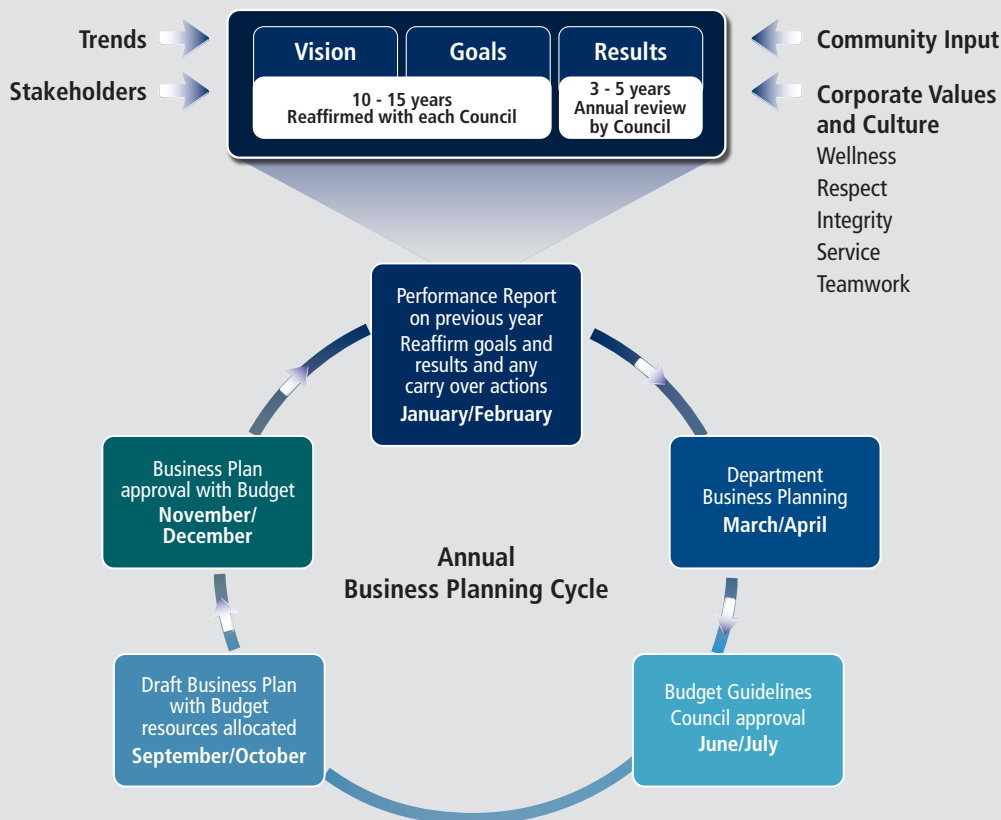
This strategic plan articulates Council’s goals and desired results for the planning horizon to 2026. They will be used to create priority-based business plans, which will in turn inform departmental budgets, where specific actions are identified that will be taken each year.

Integrated Planning Cycle

This integrated planning cycle is a holistic approach to strategic planning that links the vision, goals, and desired results to the annual business plan and budget. The vision and goals are long range aspirations meant to last 10-15 years. The results

are shorter, generally three to five years in length, with an annual business plan that identifies implementation efforts to move the needle towards the goals. At the start of the year, administration reports to Council on the performance of the past year. Council and administration then work together to affirm or amend the desired results of the community for the next year.

Ultimately, our success as an organization and a community is measured by how well the whole organization provides service and moves us towards the vision.





Request for Decision

DATE OF MEETING: June 7, 2022 **Agenda #:** G-1

TO: Council

SUBJECT: Heliport Monitoring Committee Establishment Amending Bylaw (2022-15)

SUBMITTED BY: Stephen Hanus, Manager of Facilities

RECOMMENDATIONS: That Council:

- give first reading to the Heliport Monitoring Committee Establishment Amending Bylaw 2022-15;
- give second reading to the Heliport Monitoring Committee Establishment Amending Bylaw 2022-15; and
- give third reading to the Heliport Monitoring Committee Establishment Amending Bylaw 2022-15.

EXECUTIVE SUMMARY

Bylaw 2018-18 was developed for the purpose of establishing the Heliport Monitoring Committee (HMC), and it requires minor updates.

RELEVANT COUNCIL DIRECTION, POLICY, OR BYLAWS

On October 16, 2018, Council approved the Heliport Monitoring Committee Establishment Bylaw 2018-18 (Attachment 1). On July 6, 2021, Council approved a Lease Renewal with Alpine Helicopters (Attachment 2).

DISCUSSION

A number of minor amendments are required to Bylaw 2018-18. See attachment 3 for details.

1. Remove reference to Schedule D of the Lease.
Delete Section 3.2 and replace with the following:
“3.2: The purpose of the committee is to monitor and review business operations in accordance with the ‘Conduct of a Helicopter Business’ Schedule as set out in the Heliport Lease.”
2. Remove reference to Schedule D of the Lease.
Delete Section 4.1 and replace with the following:
“4.1: The committee shall meet with the representatives from the Heliport operator a minimum of once per year to determine whether or not operations are in accordance with the ‘Conduct of a Helicopter Business’ Schedule.”
3. Clarification that enables the General Manager of Municipal Infrastructure to assign a designate.
Delete Section 5.2 and replace with the following:
“5.2 The committee shall include the General Manager of Municipal Infrastructure, or designate, in a non-voting capacity.”

4. Correction to title of General Manager of Municipal Infrastructure and ability to delegate minute approvals to a designate.

Delete Section 9.4 and replace with the following:

“9.4 Minutes of a meeting shall be approved by the General Manager of Municipal Infrastructure, or designate.”

ANALYSIS OF ALTERNATIVES

Council could choose to not make the above changes. This would result in the existing lease not being consistent with references in the bylaw.

FINANCIAL IMPACTS

There are no financial impacts associated with making these bylaw amendments.

STAKEHOLDER ENGAGEMENT

The recommended changes were discussed with the Heliport Monitoring Committee.

ATTACHMENTS

- 1) Heliport Monitoring Committee Establishment Bylaw 2018-18
- 2) Heliport Lease Renewal Agreement
- 3) Heliport Establishment Amending Bylaw 2022-15

AUTHORIZATION

Submitted by:	Stephen Hanus Manager of Facilities	Date:	May 19, 2022
Approved by:	Cheryl Hyde Municipal Clerk	Date:	May 31, 2022
Approved by:	Whitney Smithers GM, Municipal Infrastructure	Date:	May 26, 2022
Approved by:	Sally Caudill Chief Administrative Officer	Date:	May 20, 2022

BYLAW 2018-18

A BYLAW OF THE TOWN OF CANMORE, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF ESTABLISHING THE HELIPORT MONITORING COMMITTEE

The Council of the Town of Canmore, in the Province of Alberta, duly assembled, enacts as follows:

1: TITLE

1.1. This bylaw shall be known as the “Heliport Monitoring Committee Establishment Bylaw.”

2: INTERPRETATION

2.1. In this bylaw:

“committee” means the Heliport Monitoring Committee.

2.2. Where a bylaw references a Town staff position, department or committee, the reference is deemed to be to the current name that the staff position, department or committee is known by.

3: ESTABLISHMENT

3.1. The Heliport Monitoring Committee is hereby established.

3.2. The purpose of the committee is to monitor and review the business operations ~~conducted by Alpine Helicopters~~ in accordance with ~~Schedule D of the lease agreement for the Town’s heliport,~~ the “Conduct of a Helicopter Business” schedule as set out in the Heliport Lease.

4: AUTHORITY

4.1. The committee shall meet with representatives from ~~Alpine Helicopters~~ the heliport operator a minimum of once per year to determine whether or not ~~Alpine is operating operations are in~~ accordance with the “Conduct of a Helicopter Business” schedule as set out in ~~Schedule D of the~~ Heliport Lease.

4.2. The committee shall review the nature of complaints regarding the operation of the heliport that have been deemed valid by the Town with the intent of making recommendations, if any, for changes to the Conduct of Helicopter Business Schedule.

4.3. The committee shall provide a written annual report to Council containing:

- a) The number of complaints about the business operations at the heliport received by the Town;
- b) The committee’s determination of whether or not Alpine Helicopters is operating in compliance with the Conduct of a Helicopter Business Schedule; and
- c) The committee’s recommendations, if any, for changes to the Conduct of Helicopter Business Schedule.

5: MEMBERSHIP AND TERM

5.1. The committee shall be comprised of five voting members as follows:

- a) One member of Council;
- b) Three members of the public; and
- c) One representative appointed by Alpine Helicopters.

5.2. The committee shall include the General Manager of Municipal Infrastructure, or designate, in a non-voting capacity.

5.3. Council shall appoint public members and the Council member at Council's annual organizational meeting.

5.4. The term of membership for public members shall be three years, beginning on the date following Council's annual organizational meeting and terminating on the date of annual organizational meeting three years later.

6: ELIGIBILITY

6.1. To be eligible for public membership on the committee, a person must:

- a) be a permanent resident of Canmore or own property in Canmore; and
- b) Where possible, not reside in the same neighbourhood or area as other committee members.

6.2. A public member is not eligible for continuing a term on the committee and/or for reapplying for the next subsequent term on that committee if the public member:

- a) fails to attend three consecutive meetings of the committee, unless that absence is caused through illness or is authorized in advance by resolution of the committee; or
- b) ceases to meet the eligibility requirements set out in this bylaw.

7: RESIGNATIONS AND REMOVALS

7.1. Any public member may resign from the committee at any time by sending written notice to the committee chair.

7.2. If a vacancy occurs before Council's annual organizational meeting, Council may appoint a replacement for the remainder of the term.

8: MEETING SCHEDULE AND PROCEDURES

- 8.1. Quorum shall be three voting members.
- 8.2. The committee will meet a minimum of once per year, and whenever a complaint is received pursuant to this bylaw.
- 8.3. Public notice of a meeting will be provided on the Town's website at least 24 hours prior to the meeting.
- 8.4. The committee will conduct its meetings in public except where authorized by the municipal Government Act to close a meeting to the public.
- 8.5. The committee chair shall be a public member elected by a majority vote of committee members.
- 8.6. Matters will be decided by one of the following methods, in order of priority:
 - a) Consensus, where all voting members agree with all aspects of the decision;
 - b) Agreement, where all voting members agree with the decision in general, but disagree with certain aspects; or
 - c) Majority vote of voting members present.
- 8.7. Members who disagree with a prevailing decision may provide a dissenting option with the committee's recommendation.

9: MEETING RECORDS

- 9.1. Agendas shall be made available to committee members at least three days prior to a meeting and made available to the public at least one day prior to a meeting.
- 9.2. Minutes shall be prepared for every committee meeting and contain the following:
 - a) The date, time and location of the meeting;
 - b) The names of all committee members present;
 - c) The name of anyone other than a committee member who participated in the meeting; and
 - d) Any motions made at the meeting, along with the results of the vote on the motion.
- 9.3. Questions and debate shall not be recorded in committee minutes.
- 9.4. Minutes of a meeting shall be approved by the General Manager of Infrastructure Services, or designate.

10: ENACTMENT/TRANSITION

10.1. If any clause in this bylaw is found to be invalid, it shall be severed from the remainder of the bylaw and shall not invalidate the whole bylaw.

10.2. Heliport Monitoring Committee Terms of Reference approved October 18, 2016 is repealed.

10.3. This bylaw comes into force on the date it is passed.

FIRST READING: October 16, 2018

SECOND READING: October 16, 2018

THIRD READING: October 16, 2018

Approved on behalf of the Town of Canmore:

John Borrowman
Mayor

Date

Cheryl Hyde
Municipal Clerk

Date

LEASE RENEWAL AGREEMENT

Made Effective on:
December 1, 2021

BETWEEN:

TOWN OF CANMORE

A municipal corporation in the province of Alberta,
(hereinafter called the "Landlord")

AND

ALPINE HELICOPTERS INC.

a corporation organized and existing under the laws of Canada,
(hereinafter called the "Tenant")

(each a "Party", collectively the "Parties")

WHEREAS the Parties entered into a lease agreement pertaining to the Leased Premises dated as of December 1, 2011 (the "2011 Lease"); and

WHEREAS the term of the 2011 Lease expires on November 30th, 2021 subject to any renewal as provided therein;

IN CONSIDERATION of the rents, covenants and agreements hereinafter reserved and contained, the following constitutes a renewal of the lease between the Parties of the Leased Premises hereinafter described, on the terms and with and subject to the covenants and agreements of the Parties hereunder set out.

ARTICLE 1 - CERTAIN BASIC LEASE PROVISIONS

101. CERTAIN BASIC LEASE PROVISIONS

The following are certain basic lease provisions which are a part of, and are referred to in subsequent provisions of this Lease Renewal Agreement (the "Agreement" or the "Lease"):

- a) Tenant's name: Alpine Helicopters Inc.
- b) Tenant's local address: 91 Bow Valley Trail, Canmore, AB T1W 1N8.
- c) Tenant's Head Office: 1295 Industrial Place, Kelowna, BC V1Z 1G4
- d) Gross Leasable Area of Leased Premises: Approximately 46,791 square feet.
- e) Renewal Term: Ten (10) years commencing December 1, 2021 to November 30, 2031 unless further renewed subject to Articles 402, 403 and 803 of this Agreement.
- f) Permitted Use of Leased Premises: Heliport Operations as set out in Schedule "C" of this Agreement, Heliport administrative office, and related storage spaces.
- g) Rent Payment: Base rent payment for the first year of this Agreement is \$115,000.00, or 12 equal payments of \$9,583.33 per month, plus all applicable provincial and federal goods and services tax (GST). Rent will be adjusted annually subject to Article 5 of this Agreement.

ARTICLE 2 – SCHEDULES AND DEFINITIONS

201. SCHEDULES

The following schedules are annexed to and form part of this Lease as if set forth herein:

- a) Schedule "A" - Leased Premises Plan;
- b) Schedule "B" - Leasehold Improvement Inventory; and
- c) Schedule "C" - Conduct of a Helicopter Business.

202. DEFINITIONS

- a) "Conduct of a Helicopter Business" means the standard operating parameters of the Tenant's operation as further set out in Schedule "C".
- b) "Hazardous Substances" means any substance, class of substance or mixture of substance, or such quantity of any otherwise non-hazardous substance or substances, which are or may be hazardous to persons or property and includes, without limiting the generality of the foregoing:
 - i. Radioactive materials;
 - ii. Inflammables;
 - iii. Explosives;
 - iv. Any substance that, if added to any water, would degrade or alter or form any part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or animal, fish or plant.
 - v. Any solid, liquid, gas, or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - i. Endangers the health, safety, welfare of persons or the health of animal life,
 - ii. Interferes with normal enjoyment of life or property, or
 - iii. Causes damage to plant life or property;
 - vi. Toxic substances including without restriction, urea formaldehyde foam insulation, asbestos, and poly chlorinated biphenyls, all chemical and substances known or suspected to cause cancer or reproductive toxicity;
 - vii. Substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Landlord, the Tenant, or the Leased Premises; and
 - viii. Any medical waste or hazardous biological material.
- c) "Landlord" includes the Landlord, its successors, assigns and authorized representatives;
- d) "Landlord's Architect" means that architect or engineer from time to time appointed by the Landlord;
- e) "Lease" means this lease as from time to time amended in writing and agreed to by all Parties hereto;
- f) "Leased Premises" means those lands leased to the Tenant as referred to in Schedule "A";
- g) "Leasehold Improvements" refers to the physical alterations and additions made to the Leased Premises by the Tenant as further set out in Schedule "B" of this Agreement;
- h) "Rent" includes the base rent referenced in section 101(g), as adjusted hereunder, plus any further amounts due or payable by the Tenant to the Landlord under this Lease.
- i) "Stipulated Rate of Interest" means that the rate of interest provided in Town Bylaw 23-99, as amended from time to time; and
- j) "Tenant" includes the Tenant, its successors and assigns and those in law for whom it is responsible.

ARTICLE 3 - DEMISE

301. DEMISE

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the Leased Premises for the Renewal Term and upon and subject to the covenants, conditions and agreements herein expressed further.

ARTICLE 4 - RENEWAL TERM, TERMINATION, & RENEWAL

401. RENEWAL TERM

The Tenant shall have and hold the Leased Premises for and during the Renewal Term.

402. EXPIRATION OR TERMINATION

- a) Should the Landlord wish to terminate this Agreement for convenience, and prior to the expiration of the Renewal Term, then the Landlord shall provide the Tenant with no less than twenty-four (24) months written notice of such intent. Should the Tenant wish to terminate this Agreement earlier than the expiration of the Renewal Term, for a reason other than default of this Agreement by the Landlord, then it shall provide the Landlord with twenty-four (24) months written notice of such intent. In the event of early termination by the Tenant or Landlord, or expiration of the Lease, the Landlord shall have the first right of refusal to determine if the following leasehold improvements should be forfeited to the Landlord without compensation to the Tenant: (i) Hanger Building (i.e. concrete block building); (ii) Administration Building (i.e. log building); and (iii) underground aviation fuel storage tank (collectively, the "Affixed Improvements"). For clarity, "Affixed Improvements" shall also include any additional affixed structures that the Tenant constructs on the Leased Premises now or in the future. Should the Landlord not wish to retain the Affixed Improvements, it shall notify the Tenant of its determination and the Tenant shall remove the Affixed Improvements at its own expense in an expedient and proper manner. Any damage done to the Leased Premises as a result of removing the Affixed Improvements and gas tank shall be remediated by the Tenant at its sole cost and expense to a reasonable standard determined by the Landlord. Also for clarity, the aboveground aviation fuel tank on skids is not considered to be an Affixed Improvement and is considered the property of the Tenant.
- b) At the scheduled expiration of the Renewal Term of this Agreement, the Tenant may, at their expense remove any and all Leasehold Improvements (excluding the Affixed Improvements, as such removal is governed by Section 402(a)), provided said removal is completed within thirty (30) days following the expiration of the Renewal Term. Any Leasehold Improvements not removed within this time period shall be left by the Tenant in a state of good repair and shall be forfeited to the Landlord, without compensation to the Tenant. Should the Landlord not wish to retain the Leasehold Improvements, it shall notify the Tenant of its desire and the Tenant shall remove all Improvements at their own expense in an expedient and proper manner, and shall leave the Leased Premises in accordance with Article 803 herein.

403. RENEWAL

Either the Landlord or the Tenant may request an extension of the Renewal Term for a mutually agreeable period to the Parties (acting reasonably), by providing the opposing Party at least

twenty four (24) months advance written request prior to the end of the Renewal Term. The Landlord shall have sole and exclusive discretion to determine if such renewal and/or further agreements pertaining to the Leased Premises shall be approved. Without limiting the Landlord's general discretion over any renewals, Article 803 of this Lease shall apply as a condition of the renewal or further agreement.

ARTICLE 5 - RENT AND OVERHOLDING

501. RENT

The Tenant shall pay to the Landlord the Rent, without any deductions, abatement, set-off or diminution whatsoever, in equal consecutive monthly installments, in advance, punctually on the first day of each month throughout the Renewal Term.

The Rent Payment as set out in Article 101g) shall be increased annually by the Consumer Price Index ("CPI") for the general basket of goods for the City of Calgary averaged over the previous fiscal year (i.e.: 2022 increase would be based on 2021 CPI). In the event the CPI is a negative number for a lease year during the Renewal Term, there shall be no increase to the Base Rent for the subject lease year and the Rent shall remain at the same amount as the immediately preceding lease year. The adjustment will apply effective April 1 of each year and be in place through March 31 of the following year, upon which CPI will again be used to adjust the Rent Payment. The Landlord will determine the appropriate calculation annually and forward it in writing to the Tenant on or before March 1 of each year.

If the Landlord does not provide the Rent Payment amount as adjusted prior to March 1, the increase will be effective the month following the first complete month after the Rent Payment amount as adjusted is provided.

502. ACCRUAL OF RENT

Rent shall be considered as accruing from day to day hereunder and where it is necessary to calculate such Rent for an irregular period of less than one year or less than one calendar month, an appropriate apportionment and adjustment shall be made. Where the calculation of Rent cannot be made until after the termination of this Lease, the obligation of the Tenant to pay this Rent shall survive the termination hereof and such amount shall be payable by the Tenant upon demand of the Landlord.

503. PLACE OF RENT PAYMENT

The Tenant shall make payment of Rent by:

- a) cheque made payable to the Landlord at 902 7 Ave, Canmore, AB T1W 3K1, or as otherwise directed by written notice from the Landlord to the Tenant together with a statement detailing: (A) all leases (if the cheque addresses more than just the Lease) covered by the cheque, (B) the Landlord's file number reference (if known by the Tenant), (C) the allocation of the cheque amount to each lease (if the cheque addresses more than just the Lease), and (D) the lease period covered by the payment (collectively, the "Payment Statement"); or
- b) direct deposit in accordance with account details provided by notice in writing from the Landlord to the Tenant with an email to the Landlord at payment@canmore.ca containing a remittance statement outlining the details of the direct deposit payment and similar information as may be addressed in a Payment Statement.

504. OVERHOLDING

If the Tenant continues to occupy the Leased Premises after the expiration of this Lease without the Landlord's consent, or with the Landlord's consent but without any further written agreement, then there shall be no implied renewal or extension of the Lease. The Tenant shall be a monthly tenant (a "month-to-month" tenant) on and subject to the provisions and conditions set out herein, at an amount equal to 150% of the Rent payable during the last full calendar month of the Renewal Term.

Nothing in this Article 504 shall preclude the Landlord from exercising any rights and remedies available to the Landlord upon termination of the Lease, including, without limitation taking action to recover possession of the Leased Premises. The Tenant shall promptly indemnify and hold harmless the Landlord from and against all liabilities, damages, costs, claims, suits or actions against the Landlord as a result of the Tenant remaining in possession of the Leased Premises or any part thereof after the termination of this Lease.

ARTICLE 6 - UTILITIES AND EXPENSES

601. CARETAKING

All cleaning and caretaking of the Leased Premises shall be carried out by the Tenant at its expense.

602. ELECTRICITY, UTILITIES AND OTHER SERVICES

The Tenant shall promptly pay the cost of all utilities, including (without limitation) natural gas, electricity, and water, consumed within the Leased Premises as well as waste water, and solid waste produced. The Tenant shall pay the suppliers directly and on time.

ARTICLE 7 - USE AND OCCUPANCY OF LEASE PREMISES

701. USE OF LEASED PREMISES

The Leased Premises shall be used continuously during the Renewal Term for the purposes related to the operation of a heliport, and for no other use. The Tenant will not engage in other trades or businesses, nor permit others to do so on the Leased Premises without the prior written consent of the Landlord.

702. NUISANCE

The Tenant shall not carry on any business nor do or suffer any act or thing which in the opinion of the Landlord constitutes a nuisance or would result in a nuisance, or which would be offensive or an annoyance to the Landlord or property owners or residents surrounding the Leased Premises, nor do or suffer any waste or damage, disfiguration or injury to the Leased Premises. In this regard, and without limiting the generality of the foregoing, the Tenant shall endeavor at all times to avoid annoyance or inconvenience to the residents in the vicinity of the Leased Premises by reason of unusual noise or activities likely to interfere with the quiet enjoyment of the premises by the surrounding residents. The Conduct of a Helicopter Business in accordance with all applicable statutes, regulations, and safety regulations, and as further set out in Schedule "C" of this agreement shall not constitute a nuisance or otherwise be prohibited by this provision. In the event that a complaint is received by the Landlord from a resident living in the vicinity of the Leased Premises relating to any of the matters referred to above, the Landlord shall make an inquiry into the circumstances surrounding the complaint. If in the Landlord's reasonable opinion

the complaint has not been dealt with and settled by the Tenant in a satisfactory manner, the Landlord may take directions, as appropriate, in order to settle the complaint in question, including referring the complaint to the Canmore Heliport Monitoring Committee for review and evaluation of potential changes, if any to the definition of Conduct of a Helicopter Business as set out in Schedule C of this Lease.

703. COMPLIANCE WITH THE LAW

The Tenant and the Landlord shall promptly comply with and conform to the requirements of every applicable statute, law, bylaw, regulation, ordinance and order at any time or from time to time in force during the Renewal Term affecting the Leased Premises.

704. IMPROVEMENTS, ALTERATIONS AND FIXTURES

The Tenant will not, without the prior written consent of the Landlord, erect or construct any fixed structure or extension to the Leasehold Improvements on the Leased Premises. The Landlord consent shall not be unreasonably withheld. The Tenant shall, at the time of its application for the Landlord consent, inform the Landlord and furnish plans and specifications of the necessary work for said construction or extension. In the event any alteration, addition, improvement, or installation has been made without the written consent of the Landlord, the Landlord may require the Tenant to restore the Leased Premises to such an extent as the Landlord deems expedient.

705. INSURANCE

- a) The Tenant shall throughout the Renewal Term and during any other time the Tenant occupies the Leased Premises or a part thereof, at its sole cost and expense, take out and keep in full force and effect, the following insurance:
 - i. "All risks" insurance upon property of every kind and description owned by the Tenant, or for which the Tenant is legally liable, or installed by or on behalf of the Tenant and which is located within the Leased Premises, in an amount not less than the full replacement cost thereof. If there is a dispute as to the amount which comprises full replacement cost, the decision of the Landlord shall be conclusive. This policy shall also contain flood, seepage and sewer back-up coverage;
 - ii. Comprehensive general liability insurance with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence;
 - iii. Manned Aircraft (fixed and/or rotary wing) liability insurance with respect to owned or non-owned aircraft, with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, death and damage to property including loss of use thereof with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Landlord;
 - iv. Environmental Impairment Liability Insurance to insure against all reasonable environmental risks, including but not limited to cleanup costs, fines, and penalties, as it pertains to the Tenant's use and occupancy of the Leased Premises with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence; and
 - v. The Tenant shall provide, maintain and pay for any additional insurance required to be provided by law, or which the Tenant considers necessary to cover risks not otherwise covered by insurance specified in this Agreement.

- b) Each insurance policy referred to in 705 a) shall name the Landlord and any person, firm or corporation designated by the Landlord as additional named insured as their interest may appear and such policies will contain where appropriate:
 - i. A waiver of any subrogation right which the Tenant insurers may have against the Landlord;
 - ii. A severability of interest clause or a cross liability clause; and
 - iii. A clause stating that the Tenant's insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the Landlord.

All policies shall be taken out with insurers and shall be in a form acceptable to the Landlord acting reasonably. The Tenant agrees that certificates of insurance acceptable to the Landlord will be delivered to the Landlord annually as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers or brokers to notify the Landlord in writing, of any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof.

- c) The acquisition and maintenance by the Tenant of the insurance policies as required pursuant to Article 705 a) shall in no manner whatsoever limit or restrict the liability of the Tenant under this lease. The Tenant will indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liabilities and expenses including lawyer's and other professional fees, in connection with loss of life, personal injury, damage to property, and /or any other loss or injury whatsoever arising from or out of the occupancy or use by the Tenant of the Leased Premised occasioned wholly or in part by any act or omission of the Tenant, its officer, agents contractors, employees, lessees, licensees, concessionaires or by anyone permitted by the Tenant to be in the Leased Premises. This Article 705 d) shall survive the termination of the Lease. In the event that both the Tenant and Landlord have claims to be indemnified under any insurance, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance to the settlement of the claim of the Tenant. The Tenant shall not be required to indemnify the Landlord for any damages or expenses including lawyer's and other professional fees, in connection with loss of life, personal injury, damage to property, and/or any other loss or injury arising out of the gross negligence or willful misconduct of the Landlord, its officers or employees.

706. HAZARDOUS SUBSTANCES

The Tenant represents, covenants and warrants to and in favour of the Landlord that:

- a) It shall not allow any Hazardous Substance to be placed, held or located or disposed of on, under or at the Leased Premises without the prior written consent of the Landlord which consent may be arbitrarily or unreasonably withheld. Notwithstanding the foregoing, the Landlord hereby consents to the Tenant storing such Hazardous Substances on the Leased Premises which may be reasonably necessary for the Conduct of a Helicopter Business.
- b) It shall not allow the Leased Premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the disposal and emission of Hazardous Substances.
- c) To the extent that Hazardous Substances are, with the Landlord's consent, placed, held, located or disposed of on, under or at the Leased Premises in accordance with the terms hereof, the Tenant shall:

- i. Comply with, or cause to be complied with, all applicable statutes, laws, by-laws, regulations, ordinances, and orders or at any time in force relating to the use, transport, storage and disposal of the Hazardous Substances; and
 - ii. At the request of the Landlord, provide evidence to the Landlord of compliance with all applicable statutes, laws, by-laws, regulations, ordinances, and orders, such evidence to include permits, approvals, registrations, compliance records, inspection reports and such tests as the Landlord may reasonably require all at the expense of the Tenant.
- d) Without restricting the generality of the foregoing, in the event that aviation fuel tanks or other storage tanks form a part of the Leased Premises or are placed in, under or upon the Leased Premised, the Tenant shall:
- i. Ensure that they have the appropriate Environmental Impairment Liability Insurance, as identified in Article 705.
 - ii. Maintain and repair such storage tanks in a manner satisfactory to the Landlord and according to Provincial statutes and regulations for maintaining and repairing same;
 - iii. Takes all reasonable steps required to ensure that the Hazardous Substances do not cause harm to the Leased Premises;
 - iv. Immediately clean up any spillage that occurs on or about the Leased Premises to in compliance with applicable laws, to the satisfaction of the Landlord acting reasonably.
 - v. Provide and maintain a hard surface, such as concrete, in the helicopter refueling area to contain spills to the satisfaction of the Landlord, acting reasonably.
 - vi. Provide to the Landlord proof that the tanks are registered with and approved annually by the Alberta Safety Codes Authority, a Division of the Safety Codes Council, and copies of the report must be provided at the Landlord's request.
 - vii. At the request of the Landlord, assign any warranties or guarantees received from the manufacturer or installer or such storage tanks in favour of the Landlord as additional security; and
 - viii. Permit the Landlord, its employees and agents, to enter the Leased Premises at all reasonable times for the purpose of determining compliance by the Tenant with the obligations under this Article 706. If the Tenant is in any way failing to comply with any obligation under this Article 706, the Landlord and its agents may, but are not obliged to, enter the Leased Premises and rectify such failure and the Landlord shall be entitled to recover the cost from the Tenant as Rent, upon invoice.

707. INDEMNITY

The Tenant hereby indemnifies and saves harmless the Landlord and its successors and assigns from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever (including but not limited to nuisance, noise, and pollution resulting from the Conduct of a Helicopter Business), including without limitation:

- a) The costs of defending, counter claiming or claiming against third parties in respect of any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels;
- b) Any cost, liability of damage arising out of a settlement of any action entered into by the Landlord with or without consent of the Tenant; and
- c) The cost of repair, clean up or restoration paid by the Landlord and any fines levied against the Tenant or the Landlord; which at any time may be incurred or asserted against

the Landlord, as to a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Substances from the Leased Premises either onto any lands, into the atmosphere or into any water. This indemnification shall survive the expiration of the Renewal Term of the Lease and the termination of the Lease for whatever cause..

ARTICLE 8 - REPAIRS

801. TENANT REPAIRS

The Tenant covenants to maintain, repair and keep tidy to a first class condition the Leased Premises and all Leasehold Improvements including without limiting the generality of the foregoing, repairing damage caused by trespassers, and attending to all structural repairs as determined by the Landlord. The Tenant shall take all preventative measures and obey all instructions of the Landlord relative thereto and shall not permit waste. The Tenant shall make all repairs and maintenance with all due diligence.

802. MAINTENANCE BY TENANT

The Tenant covenants that the Landlord may enter the Leased Premised upon twenty-four (24) hours written notice to determine the condition of the Leased Premises. The Tenant will forthwith repair any damage or undertake that maintenance required, as directed by the Landlord. In the event the Tenant fails to make such repair or maintenance, or repair or maintain to the satisfaction of the Landlord, the Landlord on not less than sixty (60) days' notice to the Tenant or, in the event of an emergency forthwith without notice, may make the repairs or perform the maintenance without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures, or other property or to the Tenant's business. Upon completion thereof the Tenant will pay the Landlord's cost of the repair or maintenance on demand as Rent. The Tenant agrees that the maintenance or repair by the Landlord pursuant to this Article 802 is not a re-entry. The failure by the Landlord to give direction to repair and maintain shall not relieve the Tenant from its obligation to repair or to maintain.

803. CONDITION OF LAND UPON EXPIRATION, TERMINATION, OR RENEWAL

The Lessee covenants and agrees that upon the expiration, termination or renewal of this Lease, the Tenant shall at its own cost:

- a) Complete a Phase 1, Phase 2, and/or Phase 3 environmental assessment of the Leased Premises, at the sole discretion and direction of the Landlord;
- b) Remediate the Leased Premises in accordance with the results of the Phase 1, Phase 2, and/or Phase 3 environmental assessments obtained in accordance with Article 803(a), and at the sole discretion and direction of the Landlord;
- c) Leave the Leased Premises in a good state of maintenance and repair, normal wear and tear expected;
- d) Clean up any Hazardous Substance in, on or under the Leased Premises or that has migrated from the Leased Premises resulting from the Tenant's use of the Leased Premises, or the use of the Leased Premises by all those for whom the Tenant may at law be responsible, in accordance with applicable environmental laws and regulations passed by Federal and/or Provincial governments , or in accordance with generally accepted environmental practices if there are no applicable environmental laws and regulations; and
- e) Leave the Leased Premises free from all garbage and debris.

For clarity, the Landlord shall be the final arbiter as to whether or not the Leased Premises have been properly remediated in accordance with the results of any Phase 1, Phase 2, and/or Phase 3 environmental assessments (acting in a commercially reasonable manner).

If the Tenant fails to comply with the provisions of this Article 803, the Landlord may, upon written notice to the Tenant, complete the obligations of the Tenant and charge the costs thereof, including reasonable costs for administration, to the Tenant and such costs shall constitute a debt due and owing to the Landlord and shall be payable upon demand.

804. NOTICE OF ACCIDENT, DEFECT, ETC.

The Tenant shall give to the Landlord prompt notice of any accident to or defect in the Leased Premises or of any damage or injury to the Leased Premises or to any person therein howsoever caused, provided that nothing herein shall be construed so as to require repairs to be made by the Landlord except as expressly provided for in this Lease.

805. TOTAL OR PARTIAL DESTRUCTION OF LEASED PREMISES

- a) If the Leased Premises are damaged and are rendered unusable in part, the Landlord shall at its expense cause the damage to be repaired and the Rent shall abate proportionately as to the proportion of the Leased Premises rendered unusable, from the date of the damage until the Landlord's Architect certifies that the Leased Premises have been made wholly useable. If by reason of this damage, the Leased Premises are rendered wholly unusable, the Landlord may:
 - i. Cause the damage to be repaired at its expense in which event the Rent shall abate entirely provided rental insurance is in place from the date of damage until the Landlord's Architect certified that the Leased Premises has been made wholly useable or,
 - ii. Within sixty (60) days after the damage notify the Tenant in writing that it has elected not to repair or reconstruct the Leased Premises, whereupon this Lease will cease as of the date of the damage and the Rent will be adjusted as of that date.

In no event will the Landlord be liable for damage to or the replacement or repair of Leasehold Improvements, fixtures, Tenant fixtures, floor coverings, furniture or equipment owned, leased or in the possession of the Tenant in the Leased Premises or for which the Tenant is required to insure pursuant to Article 705. If the Landlord rebuilds or restores the Leased Premises, it will not be required to reproduce exactly the Leased Premises. In the event the Leased Premises is damaged or destroyed by reason of the willful act, omission to act or negligence of the Tenant or those for whom it is in law responsible, there shall be no abatement of Rent.

- b) After the date upon which the Tenant is notified in writing by the Landlord that the Landlord's work of reconstruction or repair is completed, the Tenant forthwith will complete in accordance with the provisions of Article 8, all additional work required to restore fully the Leased Premises and to enable the Tenant to reopen the Leased Premises for business. The certificate of the Landlord's Architect will find the Parties hereto as to the state of usability of the Leased Premises and as to the date upon which the Landlord's work of reconstruction or repair is completed.

ARTICLE 9 - TAXES

901. TENANT'S TAXES

The Tenant shall pay promptly when due all businesses, sales, machinery, equipment and all other taxes, assessments, charges and rates, as well as any permit or license fees attributable to the Leased Premises or the property, business, sales or income of the Tenant in respect of the Leased Premises.

ARTICLE 10 - LICENSES, ASSIGNMENTS AND SUBLETTINGS

1001. LICENSES, ETC.

The Tenant shall not permit all or any part of the Leased Premises to be used or occupied by any person other than the Tenant, any assignees and sublessees permitted under Article 1002, and the employee and invitees of the Tenant or any such permitted assignee or sublessee, nor shall the Tenant permit any part of the Leased Premises to be used or occupied by a licensee or concessionaire.

1002. CONSENT REQUIRED

The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor mortgage by either specific or floating charge or encumber in any way whatsoever this Lease or the Leased Premises or any part thereof, without the prior written consent by the Landlord in each instance, which consent will not be unreasonably withheld. This consent by the Landlord will not constitute a waiver of the necessity for consent to a subsequent assignment, subletting, mortgage, or encumbrance. This prohibition against assigning or subletting will be construed to include a prohibition as against assignment or subletting by operation of law. If this Lease is assigned or if the Leased Premises or a part thereof are sublet or occupied by anybody other than the Tenant without consent, the Landlord may collect rent from the assignee, sublessee or occupant and apply the net amount collected to the Rent herein reserved, but no such assignment, sublease, occupancy or collection will be deemed a waiver of the requirements of this Article 1002, nor the acceptance of the sublessee or occupant as Tenant, nor a release of the Tenant from the further performance by the Tenant of its covenants herein contained. Notwithstanding an assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing the terms, covenants and conditions of this Lease and any breach by any assignee/sublessee of any term or condition of this Lease or its respective assignment or lease agreement shall constitute a breach under this Lease and the Tenant shall have all remedies available to it under this Lease. If the Landlord consents to an assignment of this Lease or a subletting of a Leased Premises, the Landlord's standard consent document then in use will be prepared by the Landlord or its solicitors and all the Landlord's costs with respect thereto will be borne by the Tenant.

1003. CONDITIONS OF CONSENT

If the Tenant receives consent under Article 1002, the consent will be conditional upon:

- a) The proposed assignee or sublessee agreeing with the Landlord to assume and perform each of the covenants, obligations and agreements of the Tenant in this Lease;
- b) The Rent payable by the assignee or occupant to the Landlord thereafter not being less than the Rent payable by the Tenant immediately prior to the assignment or change of control; and
- c) The proposed assignment or sublease occurring within two (2) months after the receipt by the Landlord of the request by the Tenant for consent.

1004. SHARE TRANSFER

For the purposes of this Article 10, any direct or indirect change in the voting control of the Tenant or other transfer of shares in the Tenant shall constitute as assignment of the Lease requiring the consent of the Landlord.

ARTICLE 11 - DEVELOPMENT TITLE

1101. MECHANICS AND OTHER LIENS

The Tenant covenants not to permit any construction, mechanics or other liens, mortgages, or conditional sales contracts to be registered against title to the Leased Premises. Whenever and so often as any such lien, mortgage or contract shall be registered on title or claim be filed, the Tenant shall within ten (10) days after the Tenant has notice of the claim, lien, mortgage or contract, procure the discharge thereof by payment or by giving security therefor in such other manner as in or may be required or permitted by law. The Landlord shall have the right, but not the obligation to procure the discharge as aforesaid whereupon all sums paid by the Tenant to procure the discharge, as well as all the Landlord's costs including legal fees on a solicitor and client basis, shall be repaid forthwith upon demand by the Tenant as Rent. Notwithstanding the foregoing, the Tenant may contest the validity of any such lien, provided the Tenant shall first either obtain an order from a Court of competent jurisdiction discharging the lien or encumbrance from the title to the Leased Premises by payment into Court, or furnish to the Landlord against all loss or damage which the Landlord might suffer or incur thereby, security satisfactory to the Landlord in format and amount.

1102. NO REGISTRATION

The Tenant covenants and agrees with the Landlord that it will not register this Lease in the Land Titles Office. The Landlord shall be at liberty to file a caveat against title to the Leased Premises giving notice of this Lease but shall not attach this Lease to any such caveat filed.

ARTICLE 12 - LIABILITIES

1201. THEFT

The Landlord shall not be liable for the theft of any property at any time in the Leased Premises.

1202. CONDEMNATION AND EXPROPRIATION

If the whole or any part of the Leased Premises shall be taken by, or conveyed to, federal, provincial, country, city or other authority for public use or under any statute or by right of eminent domain, then the Landlord and Tenant may separately claim, receive and retain awards of compensation for loss of their respective interests in accordance with the applicable expropriation legislation, but neither the Landlord nor the Tenant shall have any claim against the other in respect to the said loss or any unexpired term of this Lease. In the event of a taking which reduces the area of the Leased Premises and renders the remainder of the Leased Premises unusable (in the opinion of the Tenant, acting reasonably) for the Tenant's purpose as outlined in Article 701 the Tenant shall have the option to be exercised by notice in writing to the Landlord within thirty (30) days after the taking, to terminate this Lease or accept the smaller premises and the Rent shall be reduced proportionately. In the event of termination, such termination shall not take place until thirty (30) days after receipt of such notice by the Landlord.

ARTICLE 13 - TENANTS DEFAULT

1301. RE-ENTRY

The Landlord shall be entitled to re-enter the Leased Premises on the non-payment of Rent whether or not the Landlord has made a formal demand for the payment thereof, or upon the failure by the Tenant to perform any other term or condition of this Lease required to be performed by the Tenant and such failure continues after the expiration of a period of thirty (30) days from receipt by the Tenant of written notice from the Landlord of such failure to perform.

1302. BANKRUPTCY, ETC.

If during the Renewal Term, any of the goods and chattels of the Tenant on the Leased Premises are seized or taken in execution or attachment by a creditor of the Tenant, or in the event that the Tenant becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or is declared bankrupt, or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, or should proceedings be taken by or against the Tenant under any legislation to wind up or dissolve the Tenant, or in the event of the non-payment of Rent or in the event of the Tenant selling all or substantially all of its assets then notwithstanding anything herein contained to the contrary the Landlord may, at its option, re-enter and take possession of the Leased Premises as though the Tenant or the servants of the Tenant or any other occupants of the Leased Premises was or were holding over after the expiration of the Renewal Term and the Renewal Term shall be terminated as of the re-entry.

1303. PREMISES VACATED OR IMPROPERLY USED

In the event that the Leased Premises become vacant or are abandoned or are not used for the purpose permitted by Article 701 or if the Leased Premises shall be used by any other person or persons other than the Tenant or any persons permitted by Article 10, or if the Tenant has not paid Rent then the Landlord, in addition to any other remedies which it may have, may at its option terminate this Lease by re-entry or otherwise and the Tenant shall also be liable to the Landlord for any and all further damages occasioned by reason of such abandonment, vacating or improper use of the Leased Premises. The amount payable by the Tenant to the Landlord pursuant to this Article 1303 shall be considered as liquidated damages and not as a penalty.

1304. DISTRESS

The Tenant hereby agrees with the Landlord that none of the goods and chattels of the Tenant at any time during the continuance of the Renewal Term hereby created on the Leased Premises shall be exempt from levy by distress for Rent in arrears by the Tenant. If any claim is made for such exemption, right, benefit or protection by the Tenant under any act, this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the rights of the Landlord; the Tenant waiving as it hereby does, all and every benefit, right and protection that could or might have accrued to the Tenant under and by virtue of any Articles of any Act, or any amendments thereto or replacement thereof.

1305. RENTAL ARREARS

In the event Rent is not paid to the Landlord when it is due and payable as stipulated herein, the Landlord in addition to its other remedies hereunder, shall be entitled to collect interest computed on such arrears at the Stipulated Rate of Interest. Such interest shall be computed from the due date of such Rent up to and including that day immediately preceding the date that the payment is received, and this interest shall be considered as Rent.

1306. LANDLORD'S RIGHT TO PERFORM

In addition to all other remedies the Landlord may have by this Lease at law or in equity, if the Tenant defaults in any of its obligations hereunder, the Landlord may at its option perform any such obligation after fifteen (15) days' written notice to the Tenant and in such event the cost of performing the obligation shall be payable by the Tenant to the Landlord as Rent, together with interest at the Stipulated Rate of Interest calculated from the date of the performance of the obligation by the Landlord forthwith upon demand. On default of this payment, the Landlord shall have the same remedies as on the default of payment of Rent.

1307. ALTERNATIVE REMEDIES

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of the Lease or by statute, at law or in equity and all rights and remedies are intended to be cumulative and not alternative and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord at law or in equity.

1308. WAIVER

The waiver by the Landlord of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of a subsequent breach of the same or another term, covenant or condition herein contained. The subsequent acceptance of Rent by the Landlord will not be deemed to be a waiver of a preceding breach by the Tenant of a term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular Rent accepted, regardless of the Landlord's knowledge of the preceding breach at the time of the acceptance of the Rent. No covenant, term or condition of this Lease will be deemed to have been waived by the Landlord unless the waiver is in writing signed by the Lessor.

1309. COSTS

In the event the Tenant defaults under any term of this Lease, the Tenant shall reimburse the Landlord forthwith for all legal fees and disbursements on a solicitor and his own client basis for all bailiffs fees and disbursements that the Tenant may incur as a result of such default, such fees and disbursements being payable by the Tenant on demand as Rent.

ARTICLE 14 - DISPUTE RESOLUTION

1401. ARBITRATION

In the event of dispute arising between the Landlord and the Tenant with respect to those matters referred to within Articles 402, 403, 702, 802 and 803 of this Lease, either Party may require arbitration of the dispute by giving the opposite Party written notice of such intention to arbitrate. In such event, the dispute shall be determined by arbitration in accordance with the Arbitration Act (Alberta), as amended or replaced from time to time.

ARTICLE 15 - GENERAL PROVISIONS

1501. LEASE ENTIRE AGREEMENT

It is hereby understood and agreed by and between the Parties hereto that the terms and conditions set forth herein, together with the terms and conditions set forth in the rules and regulations and any exhibits, schedules and/or plans annexed hereto embrace all of the terms and conditions of the Lease entered into by the Landlord and Tenant, and supersede and take the place

of any and all previous lease agreements or representations of any kind, written, oral or implied heretofore made by anyone in reference to the Leased Premises or in any way affecting the Leased Premises of which the same forms a part and that the said rules and regulations and any exhibits, schedules and/or plans shall and do form a part of this Lease as fully as if the same were included in the main body hereof, above the execution by the Parties hereto. All of the provisions of this Lease shall be construed as covenants and agreements. If any provision of this Lease is illegal or unenforceable it shall be considered separate and severable from the remaining provisions of this Lease, and the remaining provisions shall remain in force and be binding as though the said illegal or unenforceable provisions had never been included.

1502. MODIFICATION TO THE AGREEMENT

No amendment to or waiver of any provision of this Lease or any consent required or permitted hereunder shall be deemed or taken as made or given unless such amendment, waiver or consent is in writing, signed under the corporate seal by an authorized signing officer for the Landlord, and previously approved by the Council for the Landlord.

1503. LAWS OF ALBERTA GOVERN

This Agreement shall be governed in accordance with the laws of the Province of Alberta. Apart from the limited provisions for arbitration in Article 1401 of this Lease, the Parties hereto submit to the courts of the Province of Alberta in respect of all matters arising under or in relation to this Lease.

1504. NOTICES

A notice, demand, request, consent or other instrument required or permitted to be given under this Lease (called "Notice") shall be in writing and shall be given and deemed to have been received as provided in this Section 1504.

To the Landlord as follows:

Attention: Chief Administrative Officer
Town of Canmore
902 - 7 Avenue
Canmore, Alberta T1W 3K1

To the Operator as follows:

Attention: President
Alpine Helicopters Inc.
1295 Industrial Road
Kelowna, British Columbia V1Z 1G4

Any Notice may be provided by email, mailed in Canada by prepaid registered mail or prepaid courier. Notice via or email shall be deemed received the next regular business day if not returned as undeliverable. Notice via registered mail or courier shall be deemed to have been received by the Party to whom the Notice is addressed on that day which is five (5) business days following the date that the Notice was mailed, provided that at any time of mailing there is not an actual or apprehended interruption in mail service by labour dispute or otherwise. Notwithstanding the aforesaid, in the event of an actual or apprehended interruption in mail service, or at any time if the Party giving notice so elects, Notice shall be in writing and delivered to and left at the address for Notice of the Party whom it is to be given during normal business hours on a business day and shall have been deemed to be received on the date of the delivery.

A Party may at any time give Notice to the other Party of change of its address for the purpose of giving Notice and from and after the giving of such Notice, the address therein shall be deemed to be the address of that Party.

1505. NO PARTNERSHIP

Nothing contained herein shall be deemed or construed by the Parties hereto nor by any third Party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the Parties hereto it being understood and agreed that none of the provisions contained herein nor any act of the Parties hereto shall be deemed to create any relationship between the Parties hereto other than the relationship of a Landlord and Tenant.

1506. CAPTIONS

The captions in bold face for clauses of this Lease are for convenience only and are not to be considered a part of this lease and do not in any way limit or amplify the terms and provisions of this Lease.

1507. TIME IS OF THE ESSENCE

Time shall be of the essence for this Lease and for each and every part hereof.

1508. PARTIES HERETO

The Lease shall ensure to the benefit of and be binding upon the Parties hereto, and their respective heirs, executors, successors and permitted assigns.

1509. ENVIRONMENTAL PROTECTION STATUTES

The Tenant shall comply with all federal and territorial environmental statutes, regulations, guidelines, codes of practice, and applicable municipal or local environmental protection bylaws (collectively, the "Environmental Protection Statutes") applicable to the Leased Premises, at the Tenant's sole cost and expense.

1510. INTENT OF THIS LEASE

It is the intent of this Lease and agreed to by the Parties that all and every cost, expense, rate, tax or charge in any way related to the Leased Premises will be borne by the Tenant without any variance, set-off, or deduction, except as otherwise set out herein.

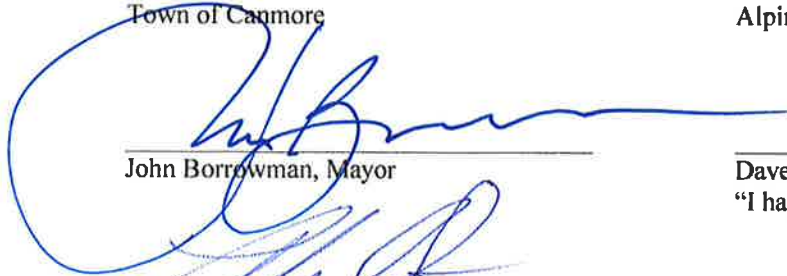
1511. COUNTERPART AND ELECTRONIC EXECUTION

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute but one and the same instrument. Signatures received as a portable or electronic document attachment to an electronic mail shall be treated as original signatures for all purposes hereunder.

IN WITNESS WHEREOF the Landlord and the Tenant have executed this Lease to be effective as of the date and year first written above.

LANDLORD:
Town of Canmore

TENANT:
Alpine Helicopters Inc.

A large, stylized handwritten signature in blue ink, written over a horizontal line. The signature is highly cursive and loops around the left side of the line.

John Borrowman, Mayor

A smaller, more compact handwritten signature in blue ink, written over a horizontal line.

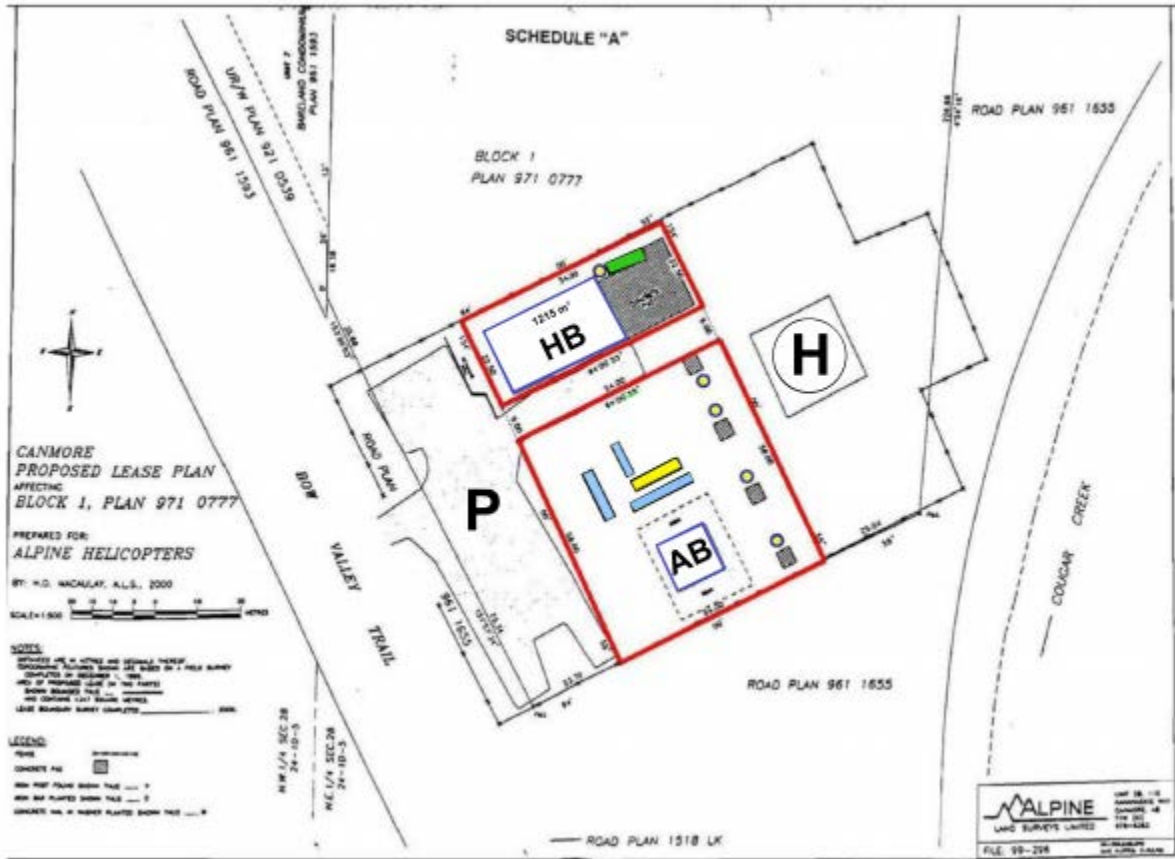
Dave Gubbels, President






"I have authority to bind the corporation"

A handwritten signature in blue ink, written over a horizontal line. The signature is cursive and appears to be 'Lisa de Soto'.

Lisa de Soto, Chief Administrative Officer

Schedule "A"
Lease Premises Plan



LEGEND	
	Shipping Container Storage
	Above Ground Fuel Storage Tank
	Refueling Stations
	Underground Aviation Fuel Tank
	Leased Premises
AB	Administration Building
HB	Hangar Building
H	Helipad
P	Public Parking

Schedule "B"

Leasehold Improvement Inventory

The following Leasehold Improvements have been purchased or undertaken by the Tenant.

- 1.** Purchase and renovation of the Hangar Building (i.e. concrete block building)
- 2.** Purchase and renovation of the Administration Building (i.e. log building)
- 3.** Purchase of underground aviation fuel storage tank
- 4.** Purchase of above ground aviation fuel storage tank

Note: During 2013, there was a flood on and around the Cougar Creek area, which is adjacent to the Leased Premises. Flood caused damage to the Heliport and Leased Premises. Most of the damage caused by the 2013 flood was repaired on or around 2013 to 2015 (via insurance proceeds or otherwise).

Schedule "C"

Conduct of a Helicopter Business

This Schedule defines the heliport business operations conducted by the Tenant (the "Heliport") at the Canmore Municipal Heliport. Business operations shall be monitored and reviewed annually by the Canmore Heliport Monitoring Committee.

1. Regulations

The Heliport shall be operated in accordance with the following regulations:

- a) Regulations
 - i. Town of Canmore Land Use Bylaw
 - ii. The Canadian Aviation Regulation (CAR) as administered by Transport Canada
 - i. Visual Flight Rules (VFR) utilizing Civil Aviation Airport Certificate 5151-545 as issued by the Minister of Transport. VFR means that aircraft can depart at the beginning of civil twilight or land at the end of civil twilight.
 - ii. Approved Operations Manual filed with Transport Canada
- b) Any additional laws, regulations, or rules that may be passed now or in the future, by any governmental authority and/or the Landlord, and are applicable to the Heliport and the Tenant's operations on the Leased Premises.

2. Itinerant Helicopter Operations

The Tenant shall permit private helicopters to land at the heliport on a "Prior Permission Required" (PPR) basis. This requirement will be published in the Canadian Flight Supplement which must be carried in all aircraft when they are flying.

3. Alpine Helicopter Operations

The primary helicopter activities to be conducted at the Heliport include sightseeing, commercial operations and emergency services. Details of each business area and operating parameters are provided below.

- a) "Sightseeing Operations" are flights for which the primary purpose is the scenic, recreational or intrinsic value of the flight itself. Examples include but are not limited to flights with independent travelers, tour groups, and non-commercial photographers, and
For sightseeing flights, the Tenant shall:
 - i. Operate such flights between the hours of 8:30 am and 5:00 pm seven days a week;
 - ii. Provide flights that are twenty-five (25) minutes or longer;
 - iii. Utilize six (6) passenger helicopters when at all possible and no more than four (4) helicopters will be used for sightseeing flights per day;
 - iv. Monitor and report passenger point of origin data along with any other metrics that quantify the local economic benefits of sightseeing flights;
 - v. Research and implement programs and services that benefit the local economy; and
 - vi. Not exceed a maximum of thirty-five (35) flights per day.
- b) "Commercial Operations" are flights that provide a means to a further undertaking or business venture or undertaking, even if not undertaken purely for profit. Examples include but are not limited to international travel; domestic travel; Federal or

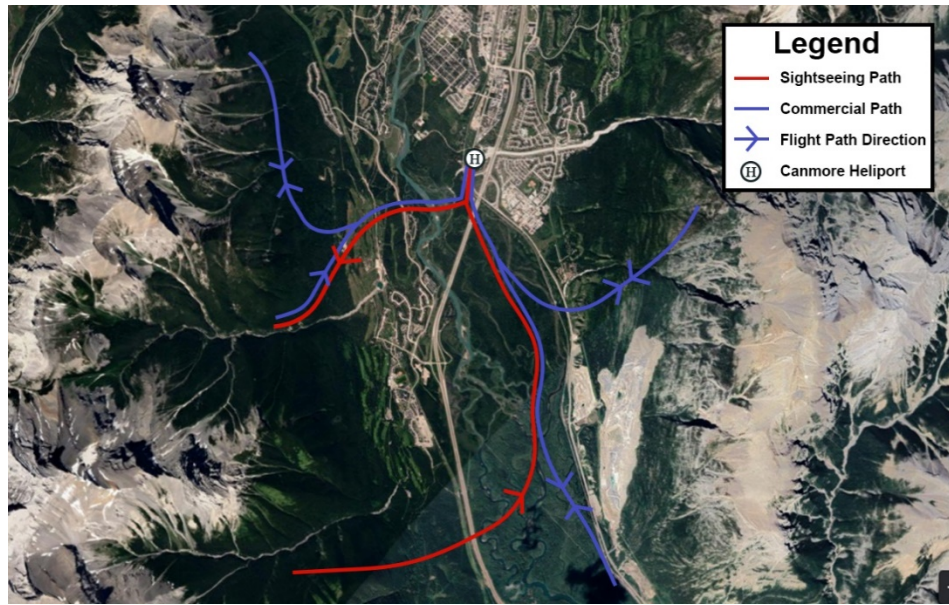
Provincial governmental operations other than those described as Emergency Services herein; ; back country lodge transfers; heli-hiking; accredited professional photography and filming; wildlife survey and support; recreational trail construction and maintenance; weddings, and power line inspection and construction; and

For commercial flights, the Tenant shall:

- i. Operate between the hours of 8:00 am and 5:00 pm seven days a week whenever possible.
- c) Emergency Services
- i. Include but not limited to emergencies related to rescues, medical transportation, avalanche control, fire protection, and law enforcement;
 - ii. Operate during any daylight hours and are not pre-scheduled like Sightseeing Operations or Commercial Operations as set out above; and
 - iii. Follow the most direct route as safely as possible to the scene of an accident for rescue and medical flights.
- d) Helicopter Maintenance
- For helicopter maintenance, the Tenant shall:
- i. Conduct on-ground maintenance runs and test flights between the hours of 8:00 am and 5:00 pm seven days a week, whenever possible.

4. Flight Departure/Approach Routes

- a) Normal departure and arrival routes for the heliport for all sightseeing and most commercial operations will follow the flight patterns shown on the attached drawing below. Deviations from these routes shall be permitted for emergency services, conflicting aircraft in the area, or weather-related issues.
- b) Flight routes will be monitored regularly and revised as development in Canmore progresses to ensure that helicopters avoid flying over built up areas; and to minimize disturbance while flying over designated wildlife corridors and habitat.
- c) Additional flight routes that are not set out in the diagram attached to this Schedule "C", or do not fall within the aforementioned deviations in the case of emergency services, conflicting aircraft in the area, or weather-related issues, shall be first proposed to the Landlord and the Tenant shall provide to the Landlord all information reasonably requested in relation to the new proposed flight path(s). The additional flight route(s) shall be subject to the Landlord's written consent, acting reasonably.
- d) The Tenant is to provide flight data upon request of the Landlord.



5. Fly Neighbourly Program

The Tenant shall wherever possible follow the principles of the Fly Neighbourly Program as promoted by the Helicopter Association International. Components of the Fly Neighbourly Program include:

- a) Fly at an altitude that is as high as practical and is at a minimum of 1,000 feet above built up areas except when taking off and landing;
- b) Avoid residential areas whenever possible;
- c) Fly over industrial areas and major roadways;
- d) Use high take-off and descent profiles; and
- e) Avoid sharp maneuvers.

6. Wildlife and Recreational User Disturbance Guideline

The Tenant shall operate in accordance wherever possible with guidelines that minimize disturbance to recreational users and wildlife as outlined in the:

- a) Voluntary Helicopter Flight Guidelines for the Canmore/Kananaskis Area as may be amended or replaced from time to time; and
- b) Transport Canada Aeronautical Information Manual (AIM) as may be amended or replaced from time to time.

Components of these guidelines include:

- a) Utilize established flight routes;
- b) Avoid overflights of wildlife;
- c) Avoid overflights over high human use areas and popular hunting areas;
- d) Avoid low flying except for take-off and landing; and
- e) Noise avoidance flight procedures in accordance with the aforementioned Fly Neighbourly Program.

7. Noise Reduction

The Tenant shall:

- a) Research, implement, and report on an ongoing basis to the Landlord in relation to the use of quieter operational procedures, infrastructure, helicopters, and equipment components where possible.

8. Climate Action

The Tenant shall:

- a) Monitor and report on the fuel consumption and greenhouse gas (“GHG”) production associated with aviation fuel, natural gas, and electricity on an annual basis and/or as requested by the Landlord. GHG coefficients will be provided by the Landlord;
- b) Support the Climate Action Plan target of reducing community-wide GHG emissions by thirty percent (30%) by 2030, by researching and implementing strategies on an ongoing basis to reduce its consumption of aviation fuel, natural gas and electricity, such as but not limited to improved equipment and building efficiencies, renewable on-site energy production, utilization of low emission fuels such as sustainable aviation fuels (SAF), reduced number of flights, and carbon offsets; and
- c) By the end of 2023, complete a climate action plan specifying what GHG reduction strategies will be implemented that will work toward the community GHG reduction target.

9. Air Quality

The Tenant shall:

- a) Research, implement, and report on strategies on an ongoing basis to improve air quality as technology allows.

10. Unmanned Aerial Vehicles (UAV)

The use of unmanned aerial vehicles (UAV) is not permitted at the Heliport.

11. Annual Report

The Tenant shall:

Submit the Annual Report to the Landlord on or before March 31 of each year during the Renewal Term, and the Annual Report as a minimum shall include the following sections:

Year in Review

Schedule C Updates:

- a) Regulation Updates
- b) Itinerant Helicopter Operations
- c) Heliport Operations
 - i. Sightseeing Flights;
 - ii. Commercial Flights; and
 - iii. Emergency Flights.
- d) Flight Departure/Approach Route
- e) Fly Neighborly Program
- f) Noise Reduction
 - i. Research; and
 - ii. Implementation.
- g) Climate Action
 - i. Annual aviation fuel consumption & GHG production (This data will be considered confidential);
 - ii. Annual natural gas consumption & GHG production;
 - iii. Annual electricity consumption & GHG production; and
 - iv. Climate action strategies implemented to reduce GHG emissions.

- h) Air Quality
 - i. Research; and
 - ii. Implementation.
- i) Maintenance & Enhancement summary of Leased Premises
- j) Appendix: Flight Data

This data will be considered confidential and will include the following:

 - i. Total Flight
 - i. Annual number by Sightseeing, Commercial, and Emergency Services Flights for Past Five Years.
 - ii. Sightseeing Flights
 - i. Number of Sightseeing passengers by month for past five years;
 - ii. Number of Sightseeing flights by month for past five years;
 - iii. Number of Sightseeing flights by day for current year;
 - iv. Number of Sightseeing passengers by point of origin (i.e. Residence) for current year; and
 - v. Number of Sightseeing passengers by accommodation location for current year.
 - iii. Commercial
 - i. Number of Commercial flights by month for past five years.
 - iv. Emergency
 - i. Number of Emergency Services flights by month for past five years.

In the event that the Landlord needs to disclose any of the confidential information contained in the Annual Report to third parties in order to facilitate the operations of the Leased Premises, or other premises within the Town of Canmore, the Landlord shall first obtain the consent of the Tenant to such disclosures, the Tenant acting reasonably. The Landlord shall work with the Tenant to ensure any such disclosures are made in accordance with privacy legislation, and any privacy or confidentiality requirements that the Tenant may have in place.

BYLAW 2022-15

**A BYLAW OF THE TOWN OF CANMORE, IN THE PROVINCE OF ALBERTA, TO
AMEND BYLAW 2018-18 HELIPORT ESTABLISHMENT**

The Council of the Town of Canmore, in the Province of Alberta, duly assembled, enacts as follows:

TITLE

- 1 This bylaw shall be known as the “Heliport Monitoring Committee Establishment Amending Bylaw 2022-15 – Editorial Updates”.

INTERPRETATION

- 2 Words defined in Bylaw 2018-18 shall have the same meaning when used in this bylaw.

PROVISIONS

- 3 Bylaw 2018-18 is amended by this bylaw.
- 4 Section 3.2 is amended by striking out “conducted by Alpine Helicopters” and “Schedule D of the lease agreement for the Town’s heliport” and substituting “the” before “Conduct of a Helicopter Business” and “schedule as set out in the Heliport Lease” after “Conduct of a Helicopter Business”.
- 5 Section 4.1 is amended by striking out “Alpine Helicopters” and substituting “the heliport operator”, striking out “Alpine is operating” and substituting “operations are” and striking out “Schedule D of” and substituting “schedule” after “Conduct of a Heliport Lease”.
- 6 Section 5.2 is amended by adding “or designate” after “General Manager of Municipal Infrastructure”.
- 7 Section 9.4 is amended by adding “or designate” after “General Manager of Municipal Infrastructure”.
- 8 The numbering of the bylaw is amended by removing numbers in the headers and numbering all sections chronologically.

ENACTMENT/TRANSITION

- 9 If any clause in this bylaw is found to be invalid, it shall be severed from the remainder of the bylaw and shall not invalidate the whole bylaw.
- 10 This bylaw comes into force on the date it is passed.

FIRST READING:

SECOND READING:

THIRD READING:

Approved on behalf of the Town of Canmore:

Sean Krausert
Mayor

Date

Cheryl Hyde
Municipal Clerk

Date



Request for Decision

DATE OF MEETING: June 7, 2022 **Agenda #:** H-1

TO: Council

SUBJECT: Appointment of Canmore’s Downtown Business Improvement Association (BIA) Board of Directors

SUBMITTED BY: Eleanor Milette, Manager of Economic Development

RECOMMENDATION: That Council appoint Jereme Arsenault, Stephen Pearson and Tory Kendal to the Downtown BIA Board of Directors.

EXECUTIVE SUMMARY

The Business Improvement Area Bylaw 21-2005 outlines that Council shall appoint members to the BIA board based on nominations (via election) gathered at their Annual General Meeting (AGM).

RELEVANT COUNCIL DIRECTION, POLICY, OR BYLAWS

As per section 6(3) of the BIA Bylaw 21-2005 members of the Board of Directors to the Downtown Business Improvement Area shall be appointed by Council for a two-year term.

DISCUSSION

As part of the BIA AGM on Tuesday, April 12th two new board members have been selected by the membership and now require Council to appoint them to the board.

Below is the list of board members submitted to Council for approval:

Newly Elected Board Member for Appointment	Business	Position	Term
Tory Kendal	Glacier Holdings Ltd.	Chair	2022 2024
Jereme Arsenault	Snowy Owl Tours	Director	2022 2024
Stephen Pearson	Freestyle Vapes Canmore	Director	2022 2024

Existing Board Members and Representatives	Business	Position	Term
Joanne March	Shoes't'Boot	Secretary	2021 2023
Christine de Soto	Rusticana	Vice-Chair	2021 2023
Reid Costley	T1W Engineering & Consulting	Treasurer	2021 2022
Matt Urbanowicz	Woodward Pizza, Cabeza Grande, 1890 Smokehouse, Canmore Cannabis Co.	Director	2021 2023
Ken Hoehn	Ken Hoehn Gallery	Director	2021 2023

Jeff Mah	Town of Canmore	Council Representative	2021 2022
Eleanor Milette	Town of Canmore	Assigned Administrative Representative	

Beth VanderVoort officially retired from the Downtown Canmore BIA as of May 6th and is being replaced by Stephan Bullock as the Executive Director of the BIA.

ANALYSIS OF ALTERNATIVES

n/a

FINANCIAL IMPACTS

n/a

STAKEHOLDER ENGAGEMENT

BIA membership as part of the AGM.

ATTACHMENTS

None.

AUTHORIZATION

Submitted by: Eleanor Milette
 Manager of Economic Development Date: 16 May 2022

Approved by: Scott McKay
 General Manager Municipal Services Date: 17 May 2022

Approved by: Sally Caudill
 Chief Administrative Officer Date: 20 May 2022



Request for Decision

DATE OF MEETING: June 7, 2022 **Agenda #:** H-2

TO: Council

SUBJECT: Canmore Library Board Membership Update

SUBMITTED BY: Cheryl Hyde, Municipal Clerk

RECOMMENDATION: That Council revoke the appointment of Councillor Mah as an alternate member on the Canmore Library Board.

EXECUTIVE SUMMARY

The Canmore Library Board has requested that Council revoke the appointment of Councillor Mah as an alternate member since alternate members are not authorized by the Libraries Act.

RELEVANT COUNCIL DIRECTION, POLICY, OR BYLAWS

The Libraries Act authorizes appointments to a municipal library board as follows:

- A municipal board shall consist of not fewer than 5 and not more than 10 members appointed by council.
- Not more than 2 members of council may be members of the municipal board.

Council appoints both public members and members of council to the library board at the annual organizational meeting. Councillor Marra was appointed to the board at the October 2021 meeting and Councillor Mah was appointed as an alternate member.

DISCUSSION

For many years, one member of Council has been appointed to the library board and one member appointed as an alternate who would attend a board meeting if the primary member was unavailable. The chair of the library board was recently advised by the Alberta Public Library Service Branch that the Libraries Act does not authorize appointments of alternatives, and so has requested that Council revoke Councillor Mah's appointment.

The chair further requested that the Town's webpage for the library board be amended by replacing the heading "Council Representative" to "Board Member from Council" to make it clear a council member appointed to the library board serves as an individual acting in the best interests of the public library, not as a representative of Council. This change has been made.

ANALYSIS OF ALTERNATIVES

Following the revocation of Councillor Mah’s appointment as an alternative, Council could appoint him as a library board observer, making him eligible to attend board meetings without voting privileges.

At future organizational meetings, Council could appoint 2 members of council and up to 8 members of the public to the library board, instead of 1 councillor and 9 public members.

FINANCIAL IMPACTS

None.

STAKEHOLDER ENGAGEMENT

None.

ATTACHMENTS

- 1) Can Alternates be Appointed to Municipal and Intermunicipal Library Boards? A Fact Sheet for Alberta Public Library Boards

AUTHORIZATION

Approved by:	Cheryl Hyde Municipal Clerk	Date	<u>April 29, 2022</u>
Approved by:	Therese Rogers GM of Corporate Services	Date:	<u>May 17, 2022</u>
Approved by:	Sally Caudill Chief Administrative Officer	Date:	<u>May 20, 2022</u>

Can Alternates Be Appointed to Municipal and Intermunicipal Library Boards?

A Fact Sheet for Alberta Public Library Boards

Municipal councils regularly appoint members to local boards and committees. Councils may appoint alternate members to attend meetings when the regular board or committee member is not available. However, for a municipal or intermunicipal library board, this is not the case.

Board Member Appointments

Under the *Libraries Act*, municipal and intermunicipal library boards automatically become corporations when they are formed (*Libraries Act* 3(4), 12.2(4)). As corporations, library boards have a legal responsibility to govern themselves independently.

Upon appointment, a board member is responsible for governing the delivery of public library service in the community, and making decisions that are in the best interest of the public to provide quality municipal library service.

It is the responsibility of municipal councils to appoint library board members to municipal or intermunicipal library boards under the terms set out in the *Libraries Act* (sections 4, 5, 12.3, and 31) and the *Libraries Regulation* (section 17.1).

The Library Board Member as an Individual

Municipal councils appoint individuals to municipal and intermunicipal library boards, not representatives or positions. There is no seat on a municipal or intermunicipal library board reserved for municipal council. When wearing the library board member “hat”, all board members (including board members who also happen to be councillors) are expected to act in the best interests of the library board and the delivery of public library service.

They should not act as a representative of the municipality or any other group or organization.

The sole exception to this model is library systems. Library systems are regional organizations whose members are municipalities. Library system board members are representatives because a municipality is a corporation whose perspective may be presented by many people. Thus, there is specific provision in the *Libraries Regulation* for municipalities to appoint alternates to library system boards.

There is no provision for alternates on any other type of library board in the *Libraries Act* or the *Libraries Regulation*. Unlike systems, municipal and intermunicipal library boards are comprised of appointed individuals acting in the best interests of the library board. Each board member represents only themselves and their own views. Municipalities may not appoint alternates to these library boards because an alternate cannot represent the views of another individual.

Individuals who have been appointed as “alternates” who attend board meetings, make motions, and vote on those motions place the board at risk of making invalid decisions that will not hold up in a court of law. This is especially problematic if the presence of this person allows the board to think it has narrowly reached quorum for meetings, when in fact it has not.

Support and Resources

If you have any questions, please contact the Public Library Services Branch by phone at 780-427-4871 (toll free by dialing 310-0000 first), or by email at libraries@gov.ab.ca. Information is also available on the PLSB website at www.albertalibraries.ca.



Request for Decision

DATE OF MEETING: June 7, 2022 **Agenda #:** H-3

TO: Council

SUBJECT: Boulder Facility – Scope and Budget Amendments

SUBMITTED BY: Trevor Reeder, Project Engineer

RECOMMENDATION: That Council: Recommend approval of scope change and re-allocation of capital funds as follows:

- Transfer \$150,000 from CAP 7189 Bus Barn Expansion to CAP 7206 Quarry Lake Transportation Management as follows:
 - \$100,000 GreenTrip
 - \$50,000 MSI
- After the transfer of funds above, close out CAP 7189.

EXECUTIVE SUMMARY

The Solid Waste Services department (SWS) and the Bow Valley Regional Transit Services Commission (BVRTSC) have worked together to eliminate the need for an ancillary building at 115 Boulder Crescent (the Boulder Facility), while permitting use of the 3rd bus bay in the Bus Barn (Boulder Maintenance Building) for the new electric vehicle for the Quarry Lake transit route.

Budget numbers for EV charger installation were based on a site with adequate electrical servicing. Through the design phase of the project, it was found that servicing upgrades at the Boulder Facility were required. These upgrades add project costs that can be funded by costs saved by avoiding the need for the ancillary storage building.

RELEVANT COUNCIL DIRECTION, POLICY, OR BYLAWS

Previously approved Capital Projects:

- CAP7189 Bus Barn Expansion (CAP7189)
- CAP7206 Quarry Lake Transportation Management (CAP7206)

On September 7, 2021, Council approved an increase to the budget for capital project 7189 – Bus Barn Expansion from \$200,000 to \$300,000 and amended the funding allocation by replacing \$100,000 in Federal Grants with \$200,000 in GreenTRIP funding to address escalating costs.

DISCUSSION

Solid Waste Services (SWS) and the Bow Valley Regional Transit Services Commission (BVRTSC) currently share the Boulder Maintenance Building. The Boulder Maintenance Building has three large bays and was refurbished (formerly operating as the waste transfer station) for the storage of buses and limited recycling materials starting in early 2018 as part of a former capital project. Two of the bays have been used by

BVRTSC to store buses for the local routes, and the third bay has been used by SWS for the storage of materials and equipment required for the operation of the recycling depot. BVRTSC requested use of the third bus bay to allow for winter storage of the three buses serving local routes (two buses plus one spare). CAP7189 scope is intended to fulfill this request by providing a lit and heated storage building on the Boulder Facility for SWS use. This would provide space for SWS to store operational materials and equipment, thereby allowing the BVRTSC to expand their use of the Boulder Maintenance Building into the third operational bay for bus storage. This will address cold season issues with bus start-up and operation.

Market costs for the new lit and heated storage have been substantially higher than budget due to operational needs, site conditions, and market conditions including substantial inflation through 2020 and 2021. As a result of high costs for additional storage, and as an alternative to a new storage facility, operational compromises have been made by both SWS and BVRTSC to allow for the building to continue to be shared, while allowing use of three bays. This is accommodated through a commitment by BVRTSC to move buses out of the facility each day in order to allow SWS to access storage space at the rear of the Boulder Maintenance Building. Although this is not an ideal arrangement, buses are moved out into service during normal operations, and this arrangement is satisfactory for both parties the majority of time and for the medium term. Long term options will need to be explored as part of future transit and facility planning activities.

CAP7206 scope includes construction of bus stops, purchase of an electric bus, and installation of an EV charger at the Boulder Maintenance Building in support of the planned seasonal Quarry Lake transit route. At the time of approval, budget numbers for the EV charger were provided by the BVRTSC and based on installation of the same charger in Banff.

Early in the procurement process for CAP7189, the project team learned that the Boulder Facility did not have sufficient electrical servicing to supply the planned EV bus charger. The team engaged an electrical engineering consultant and opened conversations with Fortis to support the necessary service upgrade work. The typical process for a site service upgrade includes Fortis paying for changes to the primary or line side of the electrical meter while the customer pays for changes to the secondary or load side of the electrical meter. A design was completed in alignment with Fortis requirements, and a Request for Quote (RFQ) was posted for the customer (Town) portion of the service upgrade. Two quotes were received, informing budget requirements for building servicing and charger install. Total funding need for servicing is \$125,000 (including design, construction, and contingency), and for charger purchase and installation is \$65,000 for a total of \$190,000 versus the current budget of \$40,000.

By removing scope for an ancillary building from CAP7189, and reallocating funds to CAP7206, Administration will be able to complete the required electrical service upgrade at the Boulder Facility, and complete installation of the EV charging infrastructure as planned in the Boulder Maintenance Building. CAP7206 EV charging infrastructure is required for BVRTSC operations.

Servicing of the facility and charger capacity is sufficient for electrification of the local fleet in the medium term. In the long-term, should BVRTSC no longer occupy the Boulder Facility, the electrical service and charging capacity are expected to be required for other municipal fleet electrification needs.

ANALYSIS OF ALTERNATIVES

Council could choose to further increase budget to create ideal storage area for SWS. This option is not recommended at this time due to market costs and the ability to implement a medium-term solution that works for stakeholders using existing space. Work completed on design and geotechnical work can inform future facility expansion should it be deemed required later.

FINANCIAL IMPACTS

A transfer of \$150,000 in funding is requested, without new funding requirements. Service upgrades and EV charger install can be completed within total available funds if change in scope and re-allocation is approved. Both CAP projects are partially GreenTRIP funded, charger install and supporting infrastructure is eligible for GreenTRIP funding. GreenTRIP funds must be spent by March 31, 2023.

STAKEHOLDER ENGAGEMENT

Engineering, Facilities, SWS, and BVRTSC have consulted on the proposed changes and agree with the recommendations.

ATTACHMENTS

- 1) CAP7189 Project Sheet
- 2) CAP7206 Project Sheet

AUTHORIZATION

Submitted by:	Trevor Reeder Project Engineer	Date: <u>10 May 2022</u>
Approved by:	Simon Robins Public Works Project Coordinator	Date: <u>June 1, 2022</u>
Approved by:	Andy Esarte Manager, Engineering Department	Date: <u>May 19, 2022</u>
Approved by:	Stephen Hanus Manager of Facilities	Date: <u>May 19, 2022</u>
Approved by:	Andreas Comeau Public Works Manager	Date: <u>May 31, 2022</u>
Approved by:	Chelsey Richardson Manager of Financial Services	Date: <u>May 19, 2022</u>
Approved by:	Whitney Smithers GM of Municipal Infrastructure	Date: <u>May 20, 2022</u>
Approved by:	Sally Caudill Chief Administrative Officer	Date: <u>May 20, 2022</u>



Bus Barn Expansion

Project Summary

Project Number

7189

Budget Year:	2021	Budget:	\$200,000
Department:	Engineering	Project Type:	Growth
Questica Reference:	ENG-21-08	Priority:	B

Project Description:

Project to construct a lit and heated storage area on the Boulder Crescent waste management site. This will provide space for Solid Waste Services to store operational materials and equipment allowing the Bow Valley Regional Transit Services Commission to expand their use of the 'Bus Barn' into the third operational bay for bus storage. This will address cold season issues with bus startup and operation.

END.

Budget Funding:

	2021	2022	2023	2024	2025	2026	Total
Federal Grants	\$100,000	0	0	0	0	0	\$100,000
MSI Capital	\$100,000	0	0	0	0	0	\$100,000
Total	\$200,000	0	0	0	0	0	\$200,000

Operating Budget Impact:

A storage building will require some minor ongoing maintenance and have operational costs for heating to above 0C and for lighting.

END.

Project Rationale:

BVRTSC stores three buses in Canmore and presently has use of two indoor bays at the Boulder Crescent waste management site. The third bus is stored outdoors. This presents significant operational issues when there is snow that needs to be cleared off a bus, or when the weather is cold and starting and warming the bus takes time. They have requested that the Town make the third bay available for their operations.

END.

Options Considered:

The operational needs could be met in a number of ways including constructing a new structure for bus storage, or finding and renting or purchasing a new facility. The 'Bus Barn' has been retrofitted in a previous project to properly ventilate exhaust and with other improvements that make the facility suitable for bus cleaning and storage operations. Replicating these features in a newly constructed or purchased structure would be expensive. Providing dry storage for Solid Waste Services is a more cost effective approach.

END.



Quarry Lake Transportation Management

Project Summary

7206

Budget Year:	2021	Budget:	\$1,160,000
Department:	Engineering	Project Type:	Growth
Questica Reference:	ENG-21-09	Priority:	B

Project Description:

On March 3, 2021 Council approved a new 2021 capital project for \$1,160,000 to plan a seasonal transit route to Quarry Lake, the Nordic Centre and Grassi Lakes in collaboration with Alberta Parks, to begin operation in 2022, including purchase of a new bus and construction of four new bus stops to be funded as follows:

- Provincial Grants (GreenTrip, Alberta Parks) - \$885,000
- General Capital Reserve - \$275,000

Scope of work includes an purchase and installation of an electric charger..

The project implementation of the route was conditional on Provincial grant funding from Alberta Parks for capital and operating costs anticipated at the time of approval. Alberta Parks subsequently approved a grant in the amount of \$994,000 with a proposed start date of 2024 to allow time for construction of bus stop and parking infrastructure at Grassi Lakes, Canmore Nordic Centre, and Quarry Lake.

END.

Budget Funding:

	2021	2022	2023	2024	2025	2026	Total
Provincial Grant	\$885,000	0	0	0	0	0	\$1,160,000
General Capital	\$275,000						
Total	\$1,160,000	0	0	0	0	0	\$1,160,000

Operating Budget Impact:

Operating costs for the seasonal route are estimated at \$150,000 to be funded 50% by operating grant, and 50% by paid parking revenues for a pilot of a minimum of 3 years. The route requires new stops that will require minimal seasonal maintenance and later lifecycle maintenance if the route becomes permanent.

Project Rationale:

Regional amenities have experienced growth in visitation in recent years, with a notable spike in use due to COVID-19 associated travel restrictions that have regional visitors seeking out local recreation opportunities. This increased visitation brings economic benefits that are important to our community, however it also contributes to increased traffic congestion, parking demand, and increased wear and tear on infrastructure and the park itself.

Alberta Parks has indicated a desire to collaborate with the Town and Bow Valley Regional Transit Services Commission (BVRTSC) to provide bus service to Quarry Lake Park, the Canmore Nordic Centre and Grassi Lakes. In order to service the area, a new Roam bus will be required. The BVRTSC has estimated that the cost of operating the route seasonally would be \$150,000. It is conservatively expected that net revenues of pay parking at Quarry Lake Park will fund the Town's share.

New bus stops will be created along Highway 742, at Quarry Lake and the Nordic Centre, to be funded 2/3 by GreenTrip. Stop construction will take place in 2021 in advance of route start-up in order to meet grant funding deadlines.

END.

Options Considered:

Bus costs range from \$700,000 for diesel to \$1,500,000 for full electric. The BVRTSC is moving towards an electric fleet, and with diesel buses having a 20 year life the preference is to purchase electric for all fleet moving forward. The typical lead time for a bus is 12-16 months.

For this proposed new route, the BVRTSC has sourced a full electric bus used as a demo in the Edmonton system prior to the City receiving 40 buses of that type. The pilot bus is low mileage and is available for \$890,000. It requires roughly \$150,000 in outfitting for use as a ROAM bus (wrap, cameras, GPS, charging infrastructure) for a total of \$1,040,000.

END.



Request for Decision

DATE OF MEETING: June 7, 2022 **Agenda #:** H-4

TO: Council

SUBJECT: Land and Property Rights Tribunal Decisions
Re. Smith Creek and Three Sisters Village Area Structure Plans

SUBMITTED BY: Adam Driedzic, Town Solicitor

RECOMMENDATION: That Council do one of the following:

- a) Direct Administration to bring the Smith Creek and Three Sisters Village Area Structure Plan bylaws to Council for approval, as ordered on the Town by the Land and Property Rights Tribunal;

OR

- b) Direct Administration to apply for permission to appeal Land and Property Rights Tribunal decisions LPRT2022/MG0671 and LPRT2022/MG0673 to the Alberta Court of Appeal.

EXECUTIVE SUMMARY

The Land and Property Rights Tribunal (LPRT) has ordered the Town of Canmore to adopt the Smith Creek and Three Sisters Village Area Structure Plans (the ASPs) as previously submitted to and considered by Council. The administration is recommending that Council take one of the following two courses of action:

- a) direct Administration to bring forward bylaws for Council to adopt the ASPs as ordered on the Town by the LPRT;
- or**
- b) direct Administration to apply to the Alberta Court of Appeal for permission to appeal the LPRT Decisions to the Court.

RELEVANT COUNCIL DIRECTION

The applicant for the Smith Creek and Three Sisters Village ASPs is Three Sisters Mountain Village Properties Limited (TSMVPL). Council approved Terms of Reference for the Smith Creek and Three Sisters Village ASPs in 2018. TSMVPL submitted applications to the Town for both ASPs, which passed first reading and received a public hearing in March of 2022. The Smith Creek ASP application was defeated at second reading on April 27, 2021. The Three Sisters Village ASP was subject to amendments before being defeated at third reading on May 25, 2021.

DISCUSSION

Most of the lands within the ASP areas were the subject of the 1992 NRCB Decision Report and Approval respecting Application #9103 – Three Sisters Golf Resorts Inc. Application to Construct a Recreational and Tourism Project in the Town of Canmore, Alberta (The NRCB Approval).

Following Council’s refusal of the ASPs, TSMVPL filed Appeal P21/CANM/T-002 regarding the Smith Creek ASP with the LPRT on July 9, 2021 and Appeal P21/CANM/T-003 regarding the Three Sisters Village ASP on August 9, 2021. The LPRT was established in 2020 by the provincial *Land and Property Rights Tribunal Act* to consolidate functions of the multiple provincial tribunals including the former Municipal Government Board.

Both appeals against the refusals of the ASPs were made under Section 619 of the *Municipal Government Act* (MGA). Section 619 is a complex provision, the interpretation and application of which were topics of the LPRT proceedings. To paraphrase solely for the purpose of this report, Section 619(1) provides that authorizations from specific provincial agencies including the NRCB prevail over specified types of municipal planning and development decisions under the MGA. Section 619(2) further provides that a municipality which receives an application that is consistent with a type of provincial authorization listed in Section 619(1) must approve the application to the extent that it complies with the provincial authorization.

The LPRT hearings of the two ASP appeals ran from February 22, 2022 through March 28, 2022. The two LPRT appeals were heard sequentially and enabled the transfer of evidence from one appeal to the other; however, they remained separate matters for the purpose of the LPRT’s decisions.

The LPRT issued its decisions in both ASP appeals on May 16, 2022 (the LPRT Decisions). In Decision LPRT2022/MG0671, the LPRT concluded that the Smith Creek ASP is consistent with the NRCB Approval and ordered the Town to adopt the Smith Creek ASP as submitted and considered by Council on April 27, 2021. In Decision LPRT2022/MG0673, the LPRT concluded that the Three Sisters ASP is consistent with the NRCB Approval and the LPRT ordered the Town to adopt the Three Sisters Village ASP as submitted and considered by Council on February 9, 2021. In reaching this conclusion on the Three Sisters Village ASP, the LPRT found that the proposed amendments should not be incorporated and that in any event the ASP as amended was not passed.

ANALYSIS OF OPTIONS

The options being presented to Council are to adopt the ASPs as ordered by the LPRT or attempt to appeal the decision of the LPRT to the Alberta Court of Appeal. The decision to pursue either option rests with Council.

a) Adopt the ASPs

The LPRT Decisions ordering the adoption of the ASPs are made against the Town, not against Council. This is consistent with reference to the “municipality” in Section 619(1) of the MGA; however, further provisions of the MGA generally apply to the adoption of ASPs. Section 633(1) of the MGA provides that a council may by bylaw adopt an ASP. Section 202(2) of the MGA provides that only a council may pass bylaws, and Section 203(2) of the MGA further provides that a council may not delegate its power to pass bylaws. Given these general provisions of the MGA and lack of more specific guidance from Section 619, it will be assumed for the purpose of this report that the adoption of the ASPs as ordered by the LPRT would be done by Council.

Section 619(3) of the MGA provides that the approval of a statutory plan amendment under Section 619(3) is not subject to the requirements of Section 692 unless, in the opinion of the municipality, the statutory plan amendment relates to matters not included in the NRCB approval. Section 692 provides the general requirements for Council to hold a public hearing before 2nd reading of a proposed planning bylaw. As the LPRT ordered that the ASPs be adopted as submitted and considered by Council on specific dates, it will be assumed for the purpose of this report that the ASPs must be adopted without any public hearing and that there will be no further input or deliberation on the contents of the ASPs.

(b) Appeal the LPRT Decisions

Section 619(10) of the MGA provides that a decision of the LPRT under Section 619(8) “is final but may be appealed by the applicant or the municipality in accordance with section 688”. Section 688(1) of the MGA provides that an appeal lies to the Alberta Court of Appeal on a question of law or jurisdiction with respect to multiple listed matters, including a decision made by the LPRT on whether a proposed statutory plan is consistent with a provincial approval under Section 619. Section 688(3) of the MGA further provides that the judge hearing the application may grant permission to appeal if the judge is of the opinion that the appeal involves a question of law of sufficient importance to merit a further appeal and has a reasonable chance of success. The Town has received legal advice that there are issues on which it could seek permission to appeal.

Section 688(2) provides that an application for permission to appeal must be filed within 30 days after the issue of the decision sought to be appealed. This application must be filed with the Court of Appeal by June 15, 2022, based on the LPRT Decisions having been issued on May 16, 2022. An application for permission to appeal would also include an application to stay the LPRT Decisions until the Court renders a decision on the appeals. These steps may need to be replicated for each of the two LPRT Decisions.

If the Court grants permission to appeal, then a further court hearing will be needed to decide the appeal itself. The appeal will concern questions of law and jurisdiction concerning the LPRT Decisions, not the original decisions of Council to defeat the ASPs. Court of Appeal proceedings are not a municipal planning exercise and will limit opportunities for new evidence, findings of fact, and public participation.

The outcome of proceeding to the Court of Appeal is uncertain as the Court could dismiss or allow the application for permission to appeal, and if permission is granted then it could further dismiss or allow the appeal itself. A successful appeal will not necessarily result in the Court finding that the ASPs should be refused or that the LPRT has no jurisdiction to hear the matter. One possible outcome of a successful appeal is that the Court could remit the matter to the LPRT to be re-decided by the LPRT.

FINANCIAL IMPACTS

The costs of litigation include impacts on municipal operations and human resources in addition to direct expenditures. Adopting the ASPs will limit the costs of responding to the LPRT proceedings and could reduce the costs of disposing of other litigation between TSMVPL and the Town. Should Council prefer to appeal the LPRT Decisions, funds for the required Court of Appeal proceedings are available through the approved 2022 Capital Project budget for responding to multiple legal actions brought by TSMVPL against the Town in 2021. The immediate impacts of Court of Appeal proceedings on municipal operations are manageable as there will be no live witnesses or major evidentiary productions and the Town will use external litigation counsel. Neither of the above options will require new funding or resources in 2022. However, appealing the LPRT Decisions to the Court of Appeal make it unlikely that this matter or other litigation

between the Town and TSMVPL can be concluded in 2022 and will contribute to further litigation costs that may require future funding approvals from Council.

STAKEHOLDER ENGAGEMENT

No external stakeholder engagement was conducted in relation to this report as it concerns steps in legal proceedings and legal advice to the Town is privileged. Internal consultations have been limited to senior administration and the Manager of Planning.

The LPRT Decisions are public documents available through the LPRT and are posted for convenience on the Town’s website at: <https://canmore.ca/municipal-services/residents-development-planning/current-planning-applications/three-sisters>

ATTACHMENTS

None.

AUTHORIZATION

Submitted by:	Adam Driedzic, Town Solicitor	Date:	<u>May 26, 2022</u>
Approved by:	Whitney Smithers, Acting Chief Administrative Officer General Manager of Municipal Infrastructure	Date:	<u>May 26, 2022</u>