

THE GOVERNMENT OF CANADA
AND THE GOVERNMENT OF ALBERTA

TOWN OF BANFF
INCORPORATION AGREEMENT

CONSOLIDATED

With amendments up to and including May 21, 1998

This Memorandum of Agreement made this 12th day of December 1989.

BETWEEN:

THE GOVERNMENT OF CANADA,

(hereinafter called "Canada"),

OF THE FIRST PART,

-AND-

THE GOVERNMENT OF THE PROVINCE OF ALBERTA,

(hereinafter called "Alberta"),

OF THE SECOND PART.

WHEREAS the residents of the town of Banff in Banff National Park, a National Park of Canada, in the Province of Alberta, by a plebiscite held on the 13th day of June, 1988, signified their desire for local government by the establishment of a municipal corporation;

AND WHEREAS pursuant to section 8.2 of the National Parks Act, R.S.C. 1985, c. N14, 4th Supplement, c.39, subject to the approval of the Governor General in Council, the Minister of the Environment is authorized to enter into and execute this Agreement with Alberta for the establishment of a local government body for the town of Banff, and to entrust local government functions to that body;

AND WHEREAS pursuant to section 17, of The Department of Municipal Affairs Act, R.S.A. 1980, c. 103, and section 2 of the Parks Towns Act, S.A. 1989, c. P-1.5, the Minister of Municipal Affairs is authorized to execute this Agreement on behalf of Alberta;

AND WHEREAS the parties desire to enter into this Agreement for the purposes of establishing a local government body for the townsite of Banff and entrusting to that body certain local government functions, and for matters related and incidental thereto, all as are hereinafter more particularly set forth.

THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. **ARTICLE 1 - DEFINITIONS**

1.1. In this Agreement,

- a) "Federal Minister" means a member of the Queen's Privy Council for Canada designated by the Governor in Council as the Minister for purposes of the National Parks Act, or his delegate;
- b) "Municipal Government Act" means the Municipal Government Act S.A. 1994 c. M-26.1;

Article 1.1(b) amended 1995.11.17 Incorporation Agreement Amendment #2
- c) "National Parks Act" means R.S.C. 1985 c. N-14, 4th Supplement, c.39;
- d) "Provincial Minister" means the Minister of Municipal Affairs or his delegate and his successor;
- e) "Park" means Banff National Park, including the townsite;
- f) "Parks Towns Act" means S.A. 1989 C. P-i .5;
- g) "Town" means the Corporation of the Town of Banff and includes its council, officers, employees, boards, committees or other agencies;
- h) "townsite" means that area of land in Banff National Park whose boundaries have been established pursuant to Article 3.

2. **ARTICLE 2 - CREATION OF TOWN**

- 2.1. The parties agree that there will be established a municipal corporation to be known as the Town of Banff.
- 2.2. Such municipal corporation shall be established pursuant to the Parks Towns Act to provide local government in the townsite in accordance with this Agreement.
- 2.3. Each party shall take those actions necessary to enable the incorporation of the Town effective January 1st, 1990.

3. **ARTICLE 3 –BOUNDARIES**

- 3.1. The townsite boundaries to be used in incorporating the Town under the Parks Towns Act, shall be the boundaries described in Plan Number 72468 in the Canada Lands Surveys Records at Ottawa, a copy of which was deposited at the Land Titles Office for the South Alberta Land Registration District on November 29, 1989, as Plan Number 8911788.
- 3.2. Pursuant to s. 8.1 of the National Parks Act the boundaries of the townsite when fixed by Order in Council, shall constitute the boundaries of the Town, and such boundaries shall not be altered by annexation or otherwise except by amendment to the National Parks Act.

4. **ARTICLE 4 - GENERAL MUNICIPAL FUNCTIONS OF TOWN**

- 4.1. Subject to this Agreement, effective January 1, 1990, the Town shall have all the rights, obligations, duties, powers and functions, and be subject to the same limitations and restraints, provided for by the laws of Alberta as they existed on January 1, 1989, that apply to towns incorporated pursuant to the laws of Alberta.

Article 4.1 amended 1995.11.17 Incorporation Agreement Amendment #2

- 4.2. (1)The Federal Minister may declare any amendments to the laws of Alberta after January 1, 1989 by the Legislative Assembly of Alberta or by the Lieutenant Governor in Council to apply in whole or in part to the Town. As a matter of clarification the phrase “amendments to the laws of Alberta” includes amendments to the laws existing on January 1, 1989 as well as to new legislation made after that date.

Article 4.2 amended 1995.08.14 Incorporation Agreement Amendment #1

- (2) The Federal Minister may declare inoperative any laws of Alberta, that apply in whole or in part to the Town, that have been repealed by the Legislative Assembly of Alberta, or by the Lieutenant Governor in Council.

Article 4.2(2) added 1995.11.17 Incorporation Agreement Amendment #2

4.3. As set out in the Banff National Park Management Plan, the purposes and objectives for the townsite are as follows:

- a) to maintain the townsite as part of a World Heritage Site;
- b) to serve, as its primary function, as a centre for visitors to the Park and to provide such visitors with accommodation and other goods and services;
- c) to provide the widest possible range of interpretive and orientation services to Park visitors;
- d) to maintain a community character which is consistent with and reflects the surrounding environment; and
- e) to provide a comfortable living community for those persons who need to reside in the townsite in order to achieve its primary function.

4.4. (1) The Town shall not exercise any of the rights, obligations, powers, duties and functions contained -in Part 4 and Sections 3, 7(h) as it pertains to wild animals, 16, 60,62, 71 and 488(1)(f) of the Municipal Government Act, and such Part and Sections shall not apply to the Town.

(2) The Town's rights, obligations, powers, duties and functions contained in Sections 33 and 46 of the Municipal Government Act shall be subject to the Natural Resources Transfer (Amendment) Act, 1941 S.C. c. 22, 4-5 George VI.

Article 4.4 amended 1995.11.17 Incorporation Agreement Amendment #2

4.5. Title to all land in the Park, including mines and minerals, shall remain in Her Majesty the Queen in Right of Canada.

4.6. With the approval of the Federal Minister, the Town may

- a) acquire a leasehold interest, or other interest or right lesser than a leasehold interest, to or in respect of land in the Park; and
- b) dispose of any interest in or right relating to land in the Park that it has previously acquired,

except that all rights to, interests in and rights of dominion and control over any lake, river, stream or other naturally occurring body of water, or the bed or shore thereof, shall remain with Canada unless expressly otherwise agreed by Canada pursuant to Article 4.12(h) or otherwise.

4.7. Except as provided in subsections 52(3) and (4) of the Law of Property Act, R.S.A. 1980, c.L-8, the Town shall not remove or authorize any person to remove any of the substances referred to in sections 52, 53 and 54 of the Law of Property Act from any land in the Park without the approval of the Federal Minister.

4.8. A reference to the “Minister of Transportation and Utilities” in sections 22 and 27 of the Municipal Government Act shall mean, for purposes of the Town, the Federal Minister or his delegate.

Article 4.8 amended 1995.11.17 Incorporation Agreement Amendment #2

4.9. In the case of the Town, a reference in the Municipal Government Act to “assessed property” shall include a parcel of land and the improvements to it held under a lease, licence of occupation, or permit from Her Majesty the Queen in Right of Canada and a reference to “assessed person” shall include the holder of such a lease, licence of occupation or permit or the person who occupies the land with the consent of that holder.

Article 4.9 amended 1995.11.17 Incorporation Agreement Amendment #2

4.10. The right of the Town to recover tax arrears, or any sums owing to it that are recoverable as tax arrears, pursuant to the Municipal Government Act shall be restricted to the taxpayer and to the interest of the taxpayer in the land and improvements subject to taxation and shall not affect or interfere with the rights of Canada as owner and lessor of the land.

Article 4.10 amended 1995.11.17 Incorporation Agreement Amendment #2

4.11. (1) In exercising its powers in respect of the regulation and licensing of businesses, the Town shall refuse to permit a business to be located in the Town where, in its opinion, the business is not necessary to meet the purposes and objectives set out in Article 4.3.

(2) Where a business is to be carried on partly in the townsite and partly elsewhere in the Park, the Town shall not issue a license until one has been issued in respect of the business by Canada.

4.12. (1) With the approval of the Federal Minister, the Town may pass by-laws or resolutions for the purpose of, relating to or affecting:

a) the eradication or control of weeds or other plants;

b) the elimination or mitigation of pests and nuisances as defined in the *Agricultural Pests Act* S.A.Chapter A-8.1

Article 4.12(b) amended 1995.08.14 Incorporation Agreement Amendment #1 and
1995.11.17 Incorporation Agreement Amendment #2

c) the elimination or mitigation of diseases in trees, shrubs and other plants;

d) the ownership, operation or regulation of cemeteries;

e) the establishment and maintenance of a system for the collection, removal and disposal of residential, commercial and industrial ashes, garbage, refuse and other waste matter;

f) domestic animals and activities in relation to them;

Article 4.12(1)(f) amended 1995.11.17 Incorporation Agreement Amendment #2

g) the prohibition, regulation and control of signboards, billboards, posters and other advertising devices;

h) any river, stream or other naturally occurring body of water, or the bed or shore thereof; and

i) the free movement of wildlife; and

j) the transportation of dangerous goods; and

Article 4.12(j) added 1995.08.14 Incorporation Agreement Amendment #1

k) airports and other landing and takeoff places of aircraft of any kind; and

Article 4.12(k) added 1995.11.17 Incorporation Agreement Amendment #2

l) the weather.

Article 4.12(l) added 1995.11.17 Incorporation Agreement Amendment #2

(2) No by-law of the Town applies outside the townsite boundaries and within the National Parks and no by-law passed by another municipality shall have affect in the townsite unless approved by the Federal Minister.

Article 4.12(2) added 1995.11.17 Incorporation Agreement Amendment #2

4.13. Any by-law passed by the Town that is subject to the approval of the Federal Minister may not be repealed or amended without further approval of the Federal Minister.

4.14. Canada and the Town may enter into agreements in respect of any matter pertaining to the Town.

Article 4.14 amended 1995.08.14 Incorporation Agreement Amendment #1

4.15. A liaison committee consisting of representatives from Canada and the Town shall be formed for the purpose of providing a forum for the exchange of views and the discussion of matters of mutual interest, which committee shall meet on a regular basis. Alberta, at its option, shall be entitled to representation at all such meetings.

5. **ARTICLE 5 - PLANNING FUNCTIONS OF TOWN**

5.1. (1) In this Article:

- a) "development" includes the cutting or removal of trees in whole or in part;
- b) "instrument" includes a lease, sub-lease or license of occupation;
- c) "land" includes land held under a lease, sublease or licence of occupation from the Crown;
- d) "owner" includes a person who is the lessee of Crown land and his successors and assigns;
- e) "parcel" includes the aggregate of the one or more areas of land described in a lease from the Crown;

- f) “Planning Act’ means those sections of the Planning Act, R.S.A. 1980 c.P-9 that apply to the Town pursuant to this Agreement;
- g) “registered owner” includes the lessee of Crown land and his successors and assigns;
- h) “subdivision approving authority” means the municipal planning commission of the Town;
- i) “subdivision” means
 - i) the division of a parcel by an instrument; or
 - ii) the boundary change to two or more adjoining parcels, and

“subdivide” has a corresponding meaning.

Article 5.1(i)(i) amended 1995.08.14 Incorporation Agreement Amendment #1

- j) (2) Any reference to the “Minister” contained in the sections of the Planning Act that apply to the Town shall mean the Federal Minister or his delegate.
- k) (3) The definitions in this Article shall either be in addition to or as a substitute for the definitions contained in the Planning Act, as the context requires.

5.2. (1) Subject to Article 5.2(2) and Article 5.2(3), except to the extent that they are inconsistent with this Agreement, the following sections of the Planning Act in force as at January 1, 1989 shall form part of this Agreement and shall apply to the Town, namely, sections 1, 4, 6, 7, 28 to 31, 33 to 43, 45, 61 to 69, 70, 71, 72, 74, 75 to 77.1, 78(1) and (2), 79 to 85, 86(1) and (4), 90, 91(1) and (2), 92 to 96, 98 to 100, 102 to 104, 105(1) to (5), 111 to 119, 123 to 143, 149 and 152 to 155.

Article 5.2(1) amended 1995.08.14 Incorporation Agreement Amendment #1

(2) The land use by-law of the Town may provide for those circumstances in which more than one dwelling unit per lot is authorized in addition to those set out in s.78(2) of the Planning Act.

(3) Any development, permit issued or regulation or control imposed by the Town relating to the use or development of land subject to regulation pursuant to Section 70 of the *Planning Act* shall be subject to the prior written approval of the Federal Minister, and to such terms and conditions as the Federal Minister deems appropriate.

Article 5.2(3) added 1995.08.14 Incorporation Agreement Amendment #1

(4) The Land Use By-law of the Town shall provide that when a development involves construction of a structure over the boundaries of adjoining lots, any development permit issued shall be subject to the condition that, prior to release of a development permit, the owner shall consolidate the leases for the lots involved.

Article 5.2(4) added 1995.08.14 Incorporation Agreement Amendment #1

(5) In addition to any other matter provided for in the Municipal Government Act, the land use bylaw may contain provisions controlling and regulating the rate of development of land, limiting the amount of development which may occur in any year or group of years and providing for a mechanism to implement such regulation.

Article 5.2(5) added 1998.05.21 Incorporation Agreement Amendment #3

- 5.3. The Federal Minister may declare that any amendments made to the Planning Act by the Legislative Assembly of Alberta after January 1, 1989 shall apply in whole or in part to the Town.
- 5.4. The Town shall adopt a general municipal plan and a land use by-law for the Town.
- 5.5. A statutory plan or land use by-law, or any repeal thereof or amendment thereto, adopted or passed by the Town shall go into effect only upon being approved by the Federal Minister.
- 5.6. The Town shall establish a municipal planning commission consisting of at least three persons, one of whom shall be nominated by the Federal Minister.
- 5.7. The Town shall establish a development appeal board consisting of five persons, not less than 20% of whom shall be nominated by the Federal Minister.

Article 5.6 amended 1995.08.14 Incorporation Agreement Amendment #1

Article 5.7 amended 1995.08.14 Incorporation Agreement Amendment #1

- 5.8. No person shall subdivide a parcel within the townsite without the approval of the subdivision approving authority.
- 5.9. An applicant for subdivision approval shall submit his application to the subdivision approving authority in such form and accompanied by such materials as may be prescribed in the land use by-law.
- 5.10. In addition to any other matter provided for in the Planning Act, the land use bylaw may contain provisions
- a) prohibiting or controlling and regulating the subdivision of land;
 - b) governing the procedure to be followed by applicants for subdivision approval and the persons who may apply;
 - c) governing the contents and filing of plans and other documents in the course of an application for subdivision approval;
 - d) governing the location, size and shape of lots and other areas of land to be created or proposed to be subdivided;
 - e) governing the location of public utilities and public roadways in a proposed subdivision and the minimum width and the maximum gradient of public roadways;
 - f) prescribing the information that shall be contained in a notice under section 93(4) of the Planning Act;
 - g) prescribing that the subdivision approving authority may require a dedication of municipal reserve, school reserve or municipal and school reserve, or payment of money in lieu, in addition to the 10% prescribed in the Planning Act in the case of a proposed subdivision that would result in a density of 12 or more dwelling units per acre of developable land;

- h) prescribing the conditions that a subdivision approving authority is permitted to impose when granting subdivision approval in addition to those conditions permitted to be imposed under the Planning Act;
- i) prescribing the fees to be paid by a person applying for subdivision approval or appealing the decision of the subdivision approving authority to the development appeal board; and
- j) concerning any other matters that to the Town appear necessary to regulate and control subdivisions.

5.11. (1) An appeal from a decision of the subdivision approving authority, or any condition imposed by it, may be commenced by:

- a) the applicant for subdivision approval;
- b) the council of the Town;
- c) a school authority; or
- d) Her Majesty the Queen in the Right of Canada; or
- e) any adjacent lessee or licensee

by filing a written notice of appeal with the development appeal board,

- i) in the case of an appeal by the applicant for subdivision approval, the council of the Town, or Her Majesty the Queen in right of Canada, within thirty (30) days, and,
- ii) in the case of an appeal by a school authority or of any adjacent lessee or licensee, within fourteen (14) days,

of the issuance of the decision.

(2) In the case of an appeal by other than the applicant or the council, the decision of the subdivision approving authority shall be deemed to have been issued on the date of publication of notice of the approval of the subdivision application pursuant to s.93(4) of the Planning Act.

(3) For the purposes of Article 5.11(1) “adjacent lessee or licensee” means a lessee or licensee of land that is contiguous to the parcel that is the subject of the application for subdivision approval and includes land or a portion of land which would be contiguous if not for a public roadway, river or stream.

Article 5.11(3) added 1995.08.14 Incorporation Agreement Amendment #1

5.12. (1) Subject to Article 5.12(2), the subdivision approving authority shall render a decision on an application for subdivision approval within thirty (30) days of the date of receipt by it of the completed application.

(2) If the subdivision approving authority fails or refuses to make a decision on an application for subdivision approval within the time prescribed in Article 5.12(1) the applicant may, within fourteen (14) days after the expiration of the time prescribed,

- a) treat the application as refused and appeal to the development appeal board;
- or
- b) enter into an agreement with the subdivision approving authority to extend the time prescribed in Article 5.12 (1).

(3) If an agreement is entered into pursuant to Article 5.12(2)(b) and the subdivision approving authority fails or refuses to make a decision within the time set out in the agreement, the applicant may, within fourteen (14) days after the expiration of the extended period, treat the application as refused an appeal to the development appeal board.

A subdivision authority shall not deal with an application for subdivision approval after the expiration of the period prescribed in Article 5.12(1), or the time set out in an agreement made under Article 5.12(2)(b), as the case may be.

- 5.13. In processing and deciding a subdivision appeal, the development appeal board shall follow the procedures prescribed in ss.84(2), (3), and (4) and in ss.85(1) and (2) of the Planning Act and, subject to Article 5.19 of this Agreement, may exercise only those powers conferred on a subdivision approving authority by this Agreement and the Planning Act.
- 5.14. A subdivision approved by the subdivision approving authority or by the development appeal board shall not be implemented until the Federal Minister has approved any new or amended lease required to effect the subdivision and any fees relating thereto have been paid to Canada.
- 5.15. Every statutory plan adopted and land use by-law passed under this Agreement and the Planning Act, and every action taken or decision made pursuant to such plan or by-law by the council, the municipal planning commission, the development officer, the development appeal board or any other authority shall conform with the Banff National Park Management Plan approved by the Federal Minister.
- 5.16. Subject to Articles 5.17, 5.18 and 5.19, every action taken or decision made by the council, the municipal planning commission, the development officer and the development appeal board shall conform with any statutory plan adopted and land use by-law passed under this Agreement and the Planning Act, and with the provisions of this Agreement and the Planning Act.
- 5.17. (1) Subject to Article 5.17(2) every development or subdivision undertaken by the Town shall be in accordance with this Agreement and the Planning Act.
- (2) The Planning Act does not apply to a development or subdivision undertaken by the Town and effected solely for the purpose of a public roadway or utility installation.
- 5.18. At the request of the Town, the Federal Minister may exempt, in whole or in part, any development or subdivision from the operation of this Agreement and the Planning Act.

5.19. (1) Subject to Article 5.19(2), the development appeal board may make an order or a decision or issue or confirm the issuance of a development permit or approve an application for subdivision approval notwithstanding that the proposed development or subdivision does not comply with the land use by law if, in its opinion,

- a) the deviation from the by-law is minor in nature;
- b) strict application of the by-law would cause unnecessary hardship to the applicant arising out of circumstances peculiar to his land; and
- c) the deviation from the by-law would not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the use, enjoyment or value of neighbouring properties.

(2) The development appeal board shall not approve a proposed development or subdivision that does not conform with the use prescribed for the subject land in the land use by-law.

5.20. The Federal Minister may exercise any of the powers of enforcement conferred on the Town under this Agreement, the Planning Act and the Municipal Government Act in respect of the subject matters dealt with in this Article 5.

5.21. The Town may enter into a contract or other arrangement with any local authority, regional planning commission or any other agency for the purpose of assisting it in discharging its powers and duties under this Agreement and the Planning Act.

5.22. The Federal Minister shall have standing

- a) to appear at any public hearing; and
- b) to commence any legal proceedings
- c) in connection with any decision made or action taken for purposes of or pursuant to Article 5 of this Agreement and the Planning Act.

6. ARTICLE 6 - CONTINUING JURISDICTION OF CANADA

- 6.1. Every by-law, including a public vote by-law or resolution of the Town and every action taken or decision made by the Town shall be consistent with this Agreement and with any statutes of Canada and Alberta, or regulation or order made thereunder, that is in force in the Town.

Article 6.1 amended 1995.11.17 Incorporation Agreement Amendment #2

- 6.2. (1) Notwithstanding anything contained in this Agreement, the Planning Act or any other law of Alberta that applies to the Town, the Environmental Assessment and Review Process Guidelines Order and subsequently, the Canadian Environmental Assessment Act S.C. 1992 chapter c.37, and regulations made thereunder both as may be amended, revised, consolidated or substituted from time to time when applicable, shall apply to a development, a subdivision or other project within the townsite and the department of the Federal Minister shall be deemed to be the initiating department or responsible authority for purposes of any environmental review or assessment pursuant thereto.

(2) Where, as a result of its assessment or review of a project under federal environmental assessment legislation, the department of the Federal Minister requires that mitigation measures be taken to minimize the potential adverse environmental effect of a proposed development or subdivision in the townsite, such mitigation measures shall be deemed to be a condition of the development permit.

Article 6.2(1) and (2) amended 1995.11.17 Incorporation Agreement Amendment #2

- 6.3. (1) If the Federal Minister is of the opinion that any by-law, resolution or other action of the Town is inconsistent with the purposes and objectives of the townsite or is inadequate to protect the Park environment, Canada may
- a) withdraw or alter any or all of the functions entrusted to the Town under Article 5, whereupon Canada may exercise jurisdiction over planning, development and subdivision in the townsite, in whole or in part, in any manner it deems fit;

- b) declare such by-law or resolution or other action of the Town to be inoperative in whole or in part; and

Article 6.3(1)(b) amended 1995.08.14 Incorporation Agreement Amendment #1

- c) make regulations or do such other things it considers appropriate and such regulations or other actions shall operate notwithstanding the by-laws or resolutions of the Town.

(2) Canada shall give notice to Alberta and the Town of its intention to take any action under Article 6.3(i)(a) and the reasons therefore not less than thirty (30) days prior to the date on which the action is proposed to be taken.

(3) Canada shall inform Alberta and the Town prior to taking any action under Article 6.3(1)(b) or (c).

7. ARTICLE 7 –TRANSITIONAL

7.1. When the Federal Minister is satisfied that the Town has passed a by-law in respect of a subject matter that is entrusted to the Town in this Agreement, Canada shall render inoperative, in whole or in part, in the townsite any regulation made under the National Parks Act in respect of that subject matter.

7.2. Where the Provincial Minister has empowered the Board of Trustees of the Banff School District No. 102 to pass by-laws in respect of the Town pursuant to section 6 of the Parks Towns Act, such Board may pass by-laws not inconsistent with this Agreement, subject to any approval of the Federal Minister that would be required under this Agreement if the by-law were passed by the Town.

7.3. A by-law passed by the Board pursuant to Article 7.2 shall not come into force until the later of:

- a) January 1, 1990; or
- b) in the case of a by-law concerning a matter that is governed by a regulation passed under the National Parks Act, on the date that the regulation no longer applies to the townsite.

- 7.4. Where the Provincial Minister has empowered the Board of Trustees of the Banff School District No. 102 to take action or perform functions in connection with the formation of the Town, the said Board may enter into such agreements with Canada or Alberta or with third parties, or take any other action, as it deems necessary to accomplish the transfer of local government functions to the Town and to enable the Town to assume jurisdiction, management and control over those subject matters entrusted to the Town by this Agreement as at January 1, 1990.
- 7.5. A by-law of the Board that comes into force pursuant to Articles 7.2 and 7.3 or an action taken by the Board pursuant to Article 7.4 shall be deemed for all purposes to be a by-law passed or action taken by the Town.
- 7.6. A by-law passed by the Town shall not come into force until:
- a) the date provided for in the by-law for its coming into force; or
 - b) in the case of a by-law concerning a matter that is governed by a regulation made under the National Parks Act, on the date that the regulation no longer applies to the townsite.
- 7.7. Subject to s.74 of the Planning Act, a building permit or subdivision approval granted pursuant to the Banff Townsite Zoning Regulations, or other regulations made under the National Parks Act, shall be deemed for all purposes to be a development permit issued or subdivision approval granted pursuant to this Agreement and the Planning Act.
- 7.8. Applications for development permits and subdivision approvals pending as at January 1, 1990 shall continue to be processed and decided in accordance with this Agreement and the Planning Act.
- 7.9. Nothing in this Agreement affects the operation of any regulation made under the National Parks Act until such regulation has been repealed or amended to the extent that it no longer applies to the townsite.
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8. **ARTICLE 8 - FINANCIAL CONTRIBUTIONS**

- 8.1. Canada and Alberta shall each grant ONE MILLION (\$1,000,000.00) DOLLARS to the Town for the reconstruction of Banff Avenue. Canada shall make its grant on, or within a reasonable time after, the date of incorporation. Alberta shall make its contribution at or before such time as the Town undertakes the project of reconstruction of Banff Avenue.
- 8.2. Canada may pay grants in lieu of taxes to the Town in respect of eligible federal property in the townsite pursuant to the Municipal Grants Act, R.S.C. 1985 c. M-1 3.
- 8.3. Alberta and its agencies may pay grants in lieu of taxes in respect of eligible provincial property to the Town pursuant to the relevant laws of Alberta.
- 8.4. The Town shall be eligible for all Alberta funding programs upon the same terms and conditions as other Alberta towns.
- 8.5. Alberta shall provide all administrative and other services to the Town on the same terms and conditions as in the case of other Alberta towns.
- 8.6. The Town shall pay for an RCMP detachment, together with support services, facilities and police officers, as are deployed in Alberta towns of similar size, and Alberta shall provide and pay for, under the RCMP Provincial Policing Contract, additional policing as may be required for the ordinary policing of the townsite, having regard to its unique circumstances as a centre for Park visitors.
- 8.7. Any obligation imposed on Canada for the commitment or payment of any monies under this Agreement is subject to the Financial Administration Act, R.S.C. 1985 c. F-i 1, and to the appropriation and allocation of funds by the Parliament of Canada. Any obligation imposed on Alberta for the commitment or payment of any monies under this Agreement is subject to the Financial Administration Act, R.S.A. 1980 c.F9, and to the appropriation and allocation of funds by the Legislative Assembly of Alberta.

9. **ARTICLE 9 - PROPERTY TRANSFER AND PAYMENT**

9.1. (1) The Town shall enter into leases, easements, licenses of occupation or other agreements with Canada in respect of all lands presently used for municipal operations or services, including but not limited to streets, roadways, lanes, bridges, walkways, parks and utilities, which lands are more particularly set out and described in Schedule "A" attached hereto for an annual rent payable to Canada in the sum of FIVE HUNDRED AND FIFTY THOUSAND (\$550,000.00) DOLLARS.

(2) The Town shall include in its' annual estimates the sum necessary to make the payment described in Article 9.1(1) which shall be deemed to be an ordinary municipal expense for purposes of s. 93(1) of the Municipal Taxation Act R.S.A. 1980, c. M-3i.

9.2. Subject to Article 12.1, and to the terms and conditions of any applicable lease, license of occupation or other agreement referred to in Article 9.1 the Town shall purchase from Canada in consideration of the sum of ONE (\$1.00) DOLLAR all of Canada's right, title and interest, in and to all fixtures, structures, equipment and works located on the lands described in such lease, license of occupation or other agreement as well as all of Canada's right, title and interest in and to certain chattels used for municipal purposes located at or near the townsite of Banff, all of which fixtures, structures, equipment, works and chattels shall be on an "as is, where is" basis and are more particularly described on Schedule "B" attached hereto. As of the date of such purchase the Town shall be responsible for all replacements, maintenance, repair, upkeep, and other expenses relating to such fixtures, structures, equipment, works and chattels.

9.3. Canada shall license to the Town for the sum of ONE (\$1.00) DOLLAR, for the purpose of maintaining the land in its natural state, all land within the townsite not leased or licensed to Alberta or a third party as of January 1, 1990 or not leased or to be leased to the Town for municipal purposes, or not required for its present or future needs by Canada, said lands being more particularly set out and described in Schedule "C" attached hereto. For the purposes of the Municipal Grants Act, R.S.C.

1985, c. M-13, the Town shall be deemed to be the occupant of the lands licensed pursuant to this Article.

9.4. (1) When the land licensed pursuant to Article 9.3, or any part thereof is to be developed by a third party, and all development and subdivision approvals have been obtained, Canada will, at the request of the Town, terminate the license, and grant a lease to the third party, at a consideration to be paid to Canada to be determined by the Federal Minister, after consultation with the Town and the third party.

(2) When the Town has approved development on the land licensed pursuant to Article 9.3, or any part thereof, by the Town, for a specific municipal purpose, Canada will, at the request of the Town, terminate the license, and grant a lease to the Town, at a consideration to be paid to Canada, to be determined by the Federal Minister after consultation with the Town.

10. ARTICLE 10 - UTILITY FRANCHISES

10.1. In so far as is necessary and appropriate to give effect to the intent of this Agreement, the Town with the consent of the affected utility suppliers, shall assume the rights and obligations of Canada provided for in the utility franchise agreements entered into between Canada and utility suppliers existing as at January 1, 1990, insofar as they relate to utilities in the townsite.

10.2. The Town shall indemnify Canada against any type of claim, demand, suit, action, cause of action, cost or other expense caused by an event arising after January 1, 1990, which may be brought or claimed against Canada in respect of the utility franchise agreements.

11. ARTICLE 11 – LEASES

11.1. (1) Canada shall make provision in every new lease, and shall seek to amend each existing lease of land in the townsite to provide in such leases for

a) the payment of a nominal rent to Canada of ONE (\$1.00) DOLLAR, which

amount is deemed to be paid on execution of the lease or amendment agreement; and

- b) that notwithstanding any renewal clause in an existing lease or the payment of the ONE (\$1.00) DOLLAR rent, if
 - i) the Town ceases to exist, or
 - ii) the Town is adjudged by a court of competent jurisdiction as unlawfully levying taxes, rates or other impositions,

the lessee shall pay an additional annual rent under the lease to Canada in an amount and at such time as is thereafter established by the Federal Minister in accordance with regulations made under the National Parks Act.

(2) The amounts payable under Article 11.1(1) shall be in addition to any fee for granting a leasehold interest payable or established pursuant to the Lease and License of Occupation regulations made under the National Parks Act.

11.2. (1) Canada shall make provision in every new lease and shall seek to amend each existing lease of land in the townsite to provide that, in the event that the lessee fails to make timely payments of all taxes, rates or other charges levied by the Town, Canada may terminate the lease.

(2) Subject to Articles 8.7, 11.2(3) and 11.2(4), upon the termination of a lease pursuant to Article 11.2(1), the tax arrears in respect of property taxes and local improvements shall carry forward and be assumed by any new lessee of the subject property.

(3) The amount to be carried forward and assumed pursuant to Article 11.2(2) shall not exceed the amount charged by Canada pursuant to the Lease and License of Occupation Regulations made under the National Parks Act, as a fee for granting the leasehold interest.

(4) Any tax arrears in excess of the amount described in Article 11.2(3) shall be cancelled by the Town.

11.3. Canada and the Town may enter into an agreement in respect of the administration of leases of land in the townsite.

12. ARTICLE 12 – DISSOLUTION

12.1. Subject to Article 12.2, in the event that the Town ceases to exist as a municipal corporation, the leases, licenses and other arrangements between Canada and the Town shall terminate, and all real and personal assets of the Town acquired pursuant to Article 9, together with all replacements thereof and additions thereto, shall thereupon be surrendered or transferred to Canada unencumbered and without compensation, and Canada may resume authority and administration in the townsite in respect of those subject matters entrusted to the Town under this Agreement. Alberta shall ensure that all debts accumulated by the Town during the period of its status as a municipal corporation are paid and shall secure the discharge of any encumbrances against the aforementioned assets.

12.2. In the event that the Town ceases to exist, all real and personal assets acquired by the Town from the Board of Trustees of the Banff School District No. 102, together with all replacements thereof and additions thereto, and all liabilities incurred by the Town in respect of such assets, shall be surrendered or transferred to, or assumed by, the Board or its successor without compensation and, subject to Article 12.4, the Board shall resume authority and administration in the townsite to the extent that it exercised jurisdiction prior to June 13, 1988.

12.3. Subject to Article 12.2, in the event that the Town ceases to exist as a municipal corporation, Canada may resume all authority over and administration in the townsite, except that all the plans, by-laws and resolutions of the Town purporting to be in effect on the date that the Town ceases to exist shall be or remain in effect in the townsite and the Federal Minister may exercise any of the powers conferred on the Town in this Agreement or in such by-laws and resolutions until such time as Canada takes whatever action it considers necessary.

- 12.4. Nothing in Article 12.2 is intended to operate as an entrustment of local government functions to the Board of Trustees of the Banff School District No. 102 within the meaning of s. 8.2 of the National Parks Act.
- 12.5. The Town shall be deemed to cease to exist on the happening of any one of the following events:
- a) if the parties hereto enter into an agreement to dissolve the Town;
 - b) if a court of competent jurisdiction adjudges that the municipal corporation has no legal existence;
 - c) if a court of competent jurisdiction adjudges that this Agreement is void or otherwise unenforceable; or
 - d) if either of the parties elects to terminate this Agreement under Article 13.9.
- 12.6. Subject to Articles 12.1 and 12.2, the terms and conditions of dissolution of the Town shall be as agreed upon between the parties hereto.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1. Where a duty is imposed on the Town under this Agreement, Alberta shall cause the Town to perform such duty.
- 13.2. Canada and Alberta shall mutually indemnify each other from and against any type of claim, demand, suit, action, cause of action, cost or other expenses which may be brought or claimed against either party hereto by a third party by reason of any act or omission by either party in the exercise or purported exercise of the rights and duties set out in this Agreement.
- 13.3. The captions and headings throughout this Agreement are inserted for convenience of reference only and are not intended to describe, define or limit the scope, extent or intent of this Agreement, or any provision hereof.

- 13.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it unless they are incorporated by reference in this Agreement. There are no terms, obligations, covenants, representations, statements or conditions other than those contained herein.
- 13.5. Each of the parties hereto will do such further acts and deeds as may be necessary to carry out the intent of this Agreement. Such other matters as may be deemed necessary, or convenient, by the parties for the implementation of this Agreement, or for matters related or incidental thereto, shall from time to time be included as addenda to this Agreement.
- 13.6. No amendment or waiver of this Agreement, or of any of its terms and provisions, shall be deemed valid unless effected by a written amendment to this Agreement executed by both parties to this Agreement.
- 13.7. The parties shall keep each other informed as necessary in a timely manner about opportunities or issues of existing or potential mutual interest, and of administrative developments.
- 13.8. A waiver by either party hereto of the strict performance by the other of any provision of this Agreement shall not of itself constitute a waiver of any subsequent breach of that provision or any other provision hereof. The failure by either party to require the fulfillment of any obligation of the other party, or to exercise any rights herein contained, shall not constitute a waiver of those obligations or rights.
- 13.9. (1) Subject to Article 13.9(2), each provision of this Agreement is intended to be severable. If any provision hereof is adjudged illegal or unenforceable, such illegality or unenforceability shall not affect the remainder of this Agreement.
- (2) Either party may terminate this Agreement at its option if any provision is adjudged illegal or unenforceable, upon notice to the other party.

(3) Canada and Alberta specifically agree that no agency relationship is created, or intended to be created, between Canada and the Town pursuant to this Agreement; however if a Court of competent jurisdiction adjudges that an agency relationship does exist, either party may terminate this Agreement at its option, upon notice to the other party.

13.10. The rights and obligations contained in Articles 10.2, 11.1, 12.1, 12.2, 12.3, 12.4 and 3.2 shall remain enforceable as between the parties notwithstanding termination of this Agreement.

13.11. (1) Any notice required to be given may be sent by registered mail, telegram or other electronic message which provides a hard copy, postage or charges prepaid, addressed to the party for whom it is intended, in the case of Canada, to:

(Deputy Minister Responsible for National Parks)Canadian Parks
Service 6th Floor, 25 Eddy Street
HULL, Quebec K1A OH3
Cc: Superintendent of Banff National Park

and in the case of Alberta, to:

Deputy Minister of Municipal Affairs
Alberta Municipal Affairs,
18th Floor, 10155 - 102 Street
EDMONTON, Alberta T5J 4L4

Article 13.11(1) amended 1995.08.14 Incorporation Agreement Amendment #1

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

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

13.13. For purposes of section 170 of the Municipal Government Act, a member of the council of the Town does not have a pecuniary interest in any matter before the council by reason only of his being an employee of Canada, except if the matter relates to:

- a) an agreement under Article 4.14;
- b) the exercise by the Federal Minister of his powers under Article 5.22; or
- c) the acquisition by the Town of a leasehold interest or other right or interest in land from Canada.

Article 13.13 amended 1995.11.17 Incorporation Agreement Amendment #2

13.14. A member of the development appeal board of the Town is not disqualified from participating in deciding an appeal before the board on the sole ground that he is an employee of the Government of Canada and that the land which is the subject matter of the appeal is owned by Her Majesty the Queen in Right of Canada.

13.15. In addition to any contractual remedies that the parties may have in the event of a breach of this Agreement, this Agreement shall be enforceable against the parties and the Town in the same manner and to the same extent as any statute, regulation or other public law.

13.16. This Agreement shall become effective on the date the Governor General in Council issues an Order authorizing the Federal Minister to enter into the Agreement.

SCHEDULE "A"

Lands required for municipal operation of services or administrative purposes to be leased to the Town for FIVE HUNDRED AND FIFTY THOUSAND (\$550,000.00) DOLLARS per annum.

1.0 Works Compound

The northeast quadrant of the Banff National Park Compound and adjacent land. The Town compound site will be at the east end of the existing Park compound adjacent to the stores and utilities building.

2.0 Fire Department

Block 7, Lots 27, 28, 29, and 30 that comprise the lots upon which the Fire Department building and associated parking are situated.

3.0 Transportation Services

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

Streets	32 km
Lanes	5.5 km
Sidewalks	14.3 km

4.0 Environmental Treatment Services

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

5.0 Cemetery

Lands comprising the Banff Cemetery and the Mountain View Cemetery.

6.0 Parkettes

The inventory is comprised of the following parcels:

1. Safeway Parkette
2. Elk Street Parkette
3. Information Centre Parkette
4. Wolf Street Parkette and Toilets
5. Bow River Walk
6. Central Parkette
7. Rainbow Parkette

7.0 Main Municipal Park

There is one park in this category. This park is known as the Recreation Grounds and is approximately 15 acres.

8.0 Parking Lots

Parking lots are presently zoned "0" for the provision of off street parking. The inventory is comprised of the following parcels:

Block C (former-now in Parcel A) -beside new Mineral Springs Hospital
Block 1, Lots 21-31 -between Magpie & Stump and Whyte Museum lots
Block 2, Lots 20-24 -behind Mount Royal Hotel
Block 2, Lots 35-37 -behind the United Church
Block 6, Lots 22-25 -beside Bear Street Mall
Block 7, Lots 22-23 -two lots south of AGT building

9.0 Other Miscellaneous Lots and Parcels

Block 20, Lot 12 (road linking Banff Avenue and Marten Street)
Block 32, Lot 14 (road linking Deer Street and Tunnel Mountain Road)
Parcel required for Recreation Centre Facilities (refer to General Municipal Plan Map).

10.0 License Agreements

Where required license agreements will be drawn up to give the Town legal access to the assets, lands and facilities required for municipal operation that are outside the townsite as follows:

- Access road to the Mountain View Cemetery
- Access road to Wells (Buffalo Paddock and Wildlife Area)
- Access road to the Sewage Treatment Plant
- Access road to Forty Mile Creek Dam
- Access road and Trade Waste Pit at Castle Junction (by agreement only until pit is full)

11.0 Lots and Lands Required for Institutional and Industrial Use by the Town

Block 5, Lot 11.
Block 58, Lots 21, 22, 23, 24, part lot 25.
Block 60, Lots 3, 6, 8.
Block 61, Lot 2, part Lot 6, Lot 8.
Block 62, Lots 3, 8, 9, 10.
Block 57, Lots 5, 6.
Block 30, Lots 14, 15.
Block 7, Lots 17A, 17B, 25A, 25B.

3 Single family unit lots in the Housing Reserve across from Glen Crescent.

20,000 square foot reserve for staff housing in one of the RR zoned areas to be released at a future date.

SCHEDULE "B"

Assets associated with municipal operation or services to be transferred to the Town for one dollar.

1.0 ROLLING STOCKS EQUIPMENT AND RELATED ASSETS**Unit Description Make Purpose Unit # Year**

Backhoe Loader J.D. 510 Water/Sewer/Cemetery Maint. 204187 1985
 Fire Truck IHC Fire 4976 1970
 Fire Truck IHC Fire 10573 1973
 Fire Inspector's Car Plymouth Reliant Fire Inspections 207665 1986
 Fire Chief's Truck Chev 3/4 Ton Fire Chief's Vehicle 170481 1987
 Garbage Packer Navistar Commercial Pickup 234041 1990
 Garbage Packer IHC Commercial Pickup 176389 1987
 Garbage Packer IHC Standby 26113 1977
 Garbage Truck Haul-All IHC 1700 Residential 195796 1988
 Garbage Truck Curbster GMC 350 Street Receptacles/Litter 185696 1983
 Grader Champion 710 Snow Plowing/Road Maint. 180110 1982
 Dump Truck Ford 27500 lb GVW 168410 1979
 Dump Truck IHC 182Y 27000 lb GVW 176379 1987
 Dump Truck Ford 27500 lb GVW 192935 1984
 Dump Truck Ford 27500 lb GVW 192934 1984
 Sand Spreader 5 yd Sander only fits 176379 145381 1977
 Water Flushing Truck IHC 1810-A Dust Control/Street Flushing 12364 1973
 1/2 Ton Unit Chev 1/2 T Pickup 209986 1987
 1/2 Ton Unit Dodge 250 Pickup 205462 1985
 Tractor with Plow JD 401A Parking Lots, Intersections 15161 1973
 Loader 1-1/2 yd Hanomag Snow and Dirt Loading 204340 1985
 Air Compressor Holman 180 cfm Asphalt & Frozen Ground 15535 1973
 Trash Pump Monarch 3" 226069 1979
 Garbage Trailer Bocat Garbage Transfer 226068 1979
 Garbage Trailer Bocat Garbage Transfer 226069 1979
 3/4 Ton Truck Chev Service Box 170358 198?
 1/2 Ton Chev Pickup 223031 1988
 Bomag Drum Roller Bomag Compactor with trailer 79407 1982
 Hand Held Gravelly Gravelly Snow Blower, Broom, Mower X1799 1978
 Van Ford Domestic Animal Control 190094 1985
 1/2 Ton Unit GMC 4x4 Sewage Treatment Plant Pickup 226212 1989
 Tractor Mower/Blower J.D. 420 Grounds-Sewage Plant 232445 1989
 Tractor Versabile 276 Loader/Snow Removal 232494 1989

2.0 FIRE DEPARTMENT

In addition to the fire vehicles listed in item 1.0 above the following assets relating to fire fighting services:

- 2.1 The Fire Department Building.
- 2.2 All fire fighting material, office furniture, equipment and supplies contained within the Fire Department Building.
- 2.3 All Fire Department Building furniture and fixtures except:
 - a) those owned or donated by the Volunteer Fire Fighters Association;
 - b) those owned by the Atmospheric Environment Service;
 - c) all Language Teaching Supplies owned by Canadian Parks Service; and
 - d) the furniture in the Fire Department Public Meeting Room.

3.0 TRANSPORTATION SERVICES

3.1 The following assets relating to streets and lanes:

- Street Garbage Containers 46
- Concrete Planters 20
- Bike Racks 6
- Traffic Lights 20 Installations
- Street Light System
- Other Traffic Control Signs and Instruments

4.0 ENVIRONMENTAL TREATMENT SERVICES

4.1 Storm Sewer

The storm sewer system comprised of five separate systems with an inventory which can be described, more or less as follows:

- 15 kilometres of mains
- 350 catch basins
- 136 manholes

4.2 Water Supply

The water supply system assets with an inventory which can be described as follows:

4.2.1 Wells and Pumps

All potable water is presently supplied to the town from deep underground wells.

Water Well Hawk Street Underground Vault Unit 1.78

Water Well Hawk Street Underground Vault Unit 2.81

Water Well Buffalo Paddock Area Pumphouse Unit 3.82

Water Well Buffalo Paddock Area Pumphouse Unit 3.83

4.2.2 Booster Pumping Stations

Tunnel Mt. Campground Area Booster & Fire Pump Station Tunnel Mt. Banff Centre

Booster & Pump Station Upper Hot Springs Rundle Area Booster Pump Station

4.2.3 Reservoirs

Tunnel Mt. Main Concrete Reservoir 5,000,000 imp. Gals

Tunnel Mt. Elevated Steel Tank 25,000 imp. Gals

Tunnel Mt. Concrete Reservoir 300,000 imp. gals

Sulphur Mountain Concrete Reservoir 166,500 imp. gallons (more or less)

Schedule "B" Article 4.2.3 amended 1995.08.14 Incorporation Agreement Amendment #1

4.2.4 Other Appurtenances

41.85 kilometres of supply lines

190 hydrants

1004 services

414 valves (main line only)

(more or less)

Schedule "B" Article 4.2.4 amended 1995.08.14 Incorporation Agreement Amendment #1

4.2.5 Forty Mile Creek Dam and Pipeline

This is not in current use and the line from the dam to the pump houses is closed and the water has been bled back to Forty Mile Creek. The facility would be used in an emergency and must be retained as a back-up system. Use of this surface water system was discontinued due to its susceptibility to contamination by disease causing bacteria.

4.2.6 Heating Plant

This is the mothballed plant formerly used to heat the Forty Mile Creek water supply from 0.0° to 4°C (23-39°F). Heat is generated by an 8,375,000 B.T.U. boiler.

Note: groundwater from wells in 4.2.1 is at 4-5°C (39-41° F).

4.3 Sewage Collection and Treatment

The sewage collection and treatment system with an inventory which can be described as follows:

4.3.1 The inventory identifies:

41.02 kilometres of pipe

503 manholes

1017 services

(more or less)

Schedule "B" Article 4.3.1 amended 1995.08.14 Incorporation Agreement Amendment #1

4.3.2 Four sewage lift stations service for low-lying areas in the townsite.

- a. Cougar and Marmot Street - duplex pumps mounted in underground vault.
- b. Cougar and Fox Street - duplex pumps mounted in underground vault.
- c. Elk and Lynx Street - duplex pumps mounted in underground vault.
- d. Bow Avenue and Buffalo Street - duplex pump mounted in underground vault.

4.3.3 A new sewage treatment plan is under construction and will be completed for transfer to the Town in 1990.

4.4 Solid Waste Disposal

The Banff transfer station will be transferred to the Town. The Town will take over the Park solid waste disposal hauling contract and Banff transfer station operation.

5.0 CEMETERIES

Two cemeteries servicing the needs of the Banff residents eligible to be interred in the National Park will be transferred to the Town.

5.1 Banff Cemetery

Lies within the townsite and occupies 4.3 acres with 941 plots. Approximately 100 plots are not occupied but most are either dedicated or were dedicated but owners cannot be traced.

5.2 Mountain View Cemetery

Lies outside the townsite and occupies approximately 5 acres with 1200 burial plots of which 215 have been allocated to date.

6.0 NEIGHBOURHOOD PARKETTES

The following assets associated with each parkette are as follows:

Safeway Parkette -2 street refuse receptacles-7 benches
 Elk Street Parkette -no assets provided
 Information Centre Parkette -2 street refuse receptacles -3 benches
 Wolf Street Parkettes -1 toilet building-1 street refuse receptacle-2 benches
 Bow River Walk -3 street refuse receptacle-21 benches
 Central Parkette -1 toilet building-5 street refuse receptacles -10 picnic tables
 (Block A, Lots 3, 4, 5 and 6)
 Rainbow Parkette

MAIN MUNICIPAL PARK

One park - the Recreation Grounds, falls in this category.

The following assets associated with the Recreation Grounds are as follows:

- * A quarter mile oval jogging track
- * Sprint tracks
- * Two football/soccer fields
- * Two ball diamonds with ten sets of bleachers
- Four tennis courts
- **Children's playground
- Picnic tables (32)
- Barbecue pit (9)
- Three picnic shelters
- One toilet building
- Refuse containers (2)
- Waste receptacles (9) Benches (11)

*These items were funded by Banff School District #102.

**This item was funded by the Banff Kinsmen Club.

SCHEDULE "C"

Unencumbered lands within the townsite to be licensed to the Town for administration purposes.

1.0 Public Recreation Reserve Lands (PR) (see Land Use Bylaw Map)

This includes all open space lands not listed elsewhere and not under lease. These lands will be transferred to the Town except those lands required by the Park and specified elsewhere, in the Schedules to this Agreement.

2.0 Environmental Protection District Lands (See Land Use Bylaw Map)

These will be retained by Canada except as specified elsewhere in the Schedules to this Agreement.